



**House to Home Moving, Inc.  
Employee Handbook**

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## **A WORD ABOUT THIS HANDBOOK AND INTRODUCTORY LETTER**

Welcome to House to Home Moving, Inc.! As an employee of House to Home Moving, Inc. (also referred to as "we", "House to Home", or "the Company"), you are an important member of a team effort. We hope that you will find your position with us rewarding, challenging, and productive.

Starting a new job is exciting, but can be overwhelming at times. This Employee Handbook has been developed to help you get acquainted with the Company and answer many of your questions. It is important that you read, understand, and follow the provisions of the Handbook.

You were hired because we believe you can contribute to the success of our business, and share our commitment to achieving our goals as stated in our Mission Statement.

House to Home Moving, Inc. is committed to quality and customer service in all aspects of our business. As part of House To Home, we require your focus and determination to provide a stress-free moving experience for every customer.

The backbone of a successful company is having a unified team all striving to reach the same goal. We are only as strong as our weakest team member. Therefore it is imperative to not only ensure your own quality of work, but to help your team succeed as a whole. The success of this business has been built one move at a time by the employees before and currently around you. We hold our employees to the highest standards in order to ensure we are the best service available. We are a company focused on integrity, each employee is held accountable for their actions. We not only expect, but require, your best at all times.

Welcome again to House To Home Moving, Inc! We are glad you have joined us, and we hope you will find your work here to be both challenging and rewarding. We look forward to your contributions to our team.

Sincerely,

Jacob Giorgi

President

## **MISSION STATEMENT**

TO PROVIDE INNOVATIVE SERVICE THAT GREATLY SURPASSES THE EXPECTATIONS OF PERSONAL CARE AND WORK ETHIC, WHILE MAINTAINING INTEGRITY, HONESTY AND CONFIDENCE WITH EVERY RELOCATION.

# EMPLOYMENT POLICIES AND PRACTICES

## Your Employment Rights Information

Local, state, and federally required postings regarding many of your employment rights and responsibilities are posted in the employee break room.

## At-Will Employment Status

We hope that you will find the employment relationship satisfying and rewarding in all respects. At the same time we recognize that relationships are not always mutually satisfactory. You are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without cause or advance notice either by you or by House to Home. Nothing in this Handbook limits the at-will nature of employment.

Nothing in this Handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a contract, promise, or representation of continued employment for any specific period of time for any employee. Also, please understand that no manager or employee has any authority to enter into an agreement for employment with any employee for any specific period of time or to make an agreement for employment on other than at-will terms. Only the President has the authority to make any such agreement, which will be binding only if it is in writing and signed by the President.

## Integration Clause and the Right to Revise

This Handbook contains the employment policies and practices of House to Home in effect at the time of publication. All previously issued Handbooks and any inconsistent policy statements or memoranda are superseded.

We reserve the right to revise, modify, delete, or add to any and all policies, procedures, work rules, conditions of employment, or benefits stated in this Handbook or in any other document, except for the policy of at-will employment.

You will be notified in writing of any changes to the Handbook. No oral statements or representations can in any way alter the provisions of this Handbook.

We expect you will use good judgment and act appropriately as a representative of the Company. This Handbook outlines the primary work expectations, but it is not all inclusive. Violation of any Company policy, practice or procedure, whether or not detailed in this Handbook, may be grounds for disciplinary action, up to and including termination of employment. You are encouraged to ask if you need clarification on appropriate workplace behavior.

## Equal Employment Opportunity/Reasonable Accommodation

We are an equal opportunity employer and make employment decisions on the basis of merit. We want to have the best available person in every job. We prohibit discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity or expression, religious creed, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, military or veteran status, or any other characteristic protected by applicable federal, state, or local laws, regulations or ordinances. We also prohibit 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.

**Reasonable Accommodation:** We recognize and support our obligation to reasonably accommodate employees with disabilities or religious beliefs or practices who are able to perform the essential functions of their positions, with or without reasonable accommodation. We will provide reasonable accommodation to any such employee, unless doing so would impose an undue hardship on the Company.

If you believe you need a reasonable accommodation to perform the essential functions of your job you should contact your manager and the President to request such an accommodation.

**Reporting Violations:** If you believe you have been subjected to conduct inconsistent with this policy, please follow the Complaint Procedure discussed in the "Anti-Harassment and Anti-Discrimination Policy" (below). We will promptly investigate and attempt to resolve the situation.

If we determine this policy has been violated, we will take effective remedial action commensurate with the severity of the offense. Appropriate action also will be taken in an effort to deter any future violations of this policy.

**No Retaliation:** We will not retaliate against you for bringing a good faith complaint and will not knowingly permit retaliation by management, employees, or your co-workers. If you believe that you are being retaliated against, you should immediately notify your manager or the President.

## Anti-Harassment and Anti-Discrimination Policy

All of the Company's employees, applicants, and independent contractors ("workers") must be treated with respect and dignity. We are committed to providing an atmosphere free of harassment and discrimination based on race, color, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity or expression, religious creed, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics or information, sexual orientation, military or veteran status, or any other characteristic made unlawful by applicable federal, state, or local laws, regulations or ordinances.

Harassment and discrimination are against the law. We strongly disapprove of and will not tolerate harassment or discrimination of our workers by managers, supervisors, co-workers, independent contractors or members of the public. Similarly, we will not tolerate harassment or discrimination by our workers against others with whom we have

a business, service, or professional relationship. Because it is difficult to determine whether the conduct is unlawful, we strive to eliminate any inappropriate and/or disrespectful conduct based on the characteristics identified above, even if such conduct may not violate the law.

**Harassment Defined:** “Harassment” as used in this policy includes disrespectful or unprofessional conduct based on any of the protected characteristics listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), graphic (such as offensive posters, symbols, cartoons, drawings, computer displays, or e-mails) or physical conduct (such as physically threatening another person, blocking someone’s way, etc.). Verbal, physical, and visual conduct that creates an intimidating, offensive, or uncomfortable working environment or interferes with work performance violates this policy, even if it is not unlawful. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a professional and respectful manner.

**Sexual Harassment Defined:** “Sexual harassment” as used in this policy includes all of the above actions as well as making any unwelcome advances and/or verbal, physical, or visual conduct of a sexual nature, offering employment benefits in exchange for sexual favors or threatening reprisals after a negative response to a sexual advance. It includes many forms of offensive behavior, such as gender-based harassment of a person of the same sex as the harasser. Some examples of conduct that may violate this policy include demeaning sexual remarks, leering, making sexual gestures, displaying sexually suggestive objects or pictures, making or using derogatory sexual comments, epithets, slurs, or jokes, comments about an individual’s body, touching, impeding, or blocking movements. Sexual harassment does not have to be motivated by a sexual desire in order to be considered in violation. Conduct or comments consistently targeted at only one gender, even if the content is not sexual or teasing or other conduct directed toward a person because of that person’s gender is also considered a violation of this policy.

**Complaint Procedure:** If you believe you have been subjected to or witnessed conduct that violates this policy, you should immediately report such conduct to your manager or the President. If you are not comfortable reporting to either of those individuals, report the conduct to the Office Manager. Your complaint should be specific and include the names of the individuals involved and the names of any witnesses.

We will promptly investigate and attempt to resolve the situation. Every complaint will be taken seriously and investigated thoroughly. If suspected violations of this policy are not reported, they cannot be investigated. Workers are expected to participate in internal investigations and may not interfere with the complaint procedure. Everyone’s cooperation is crucial.

If we determine this policy has been violated, we will take appropriate and effective remedial action to address the situation and deter any future inappropriate conduct; this may include disciplinary action up to and including termination. We will not retaliate against you for bringing a good faith complaint under this policy, or for reporting such misconduct or cooperating in an investigation and will not knowingly permit retaliation against you. If you believe someone has violated this no-retaliation provision, you should immediately notify any of the persons named above.

In addition to these internal policies and procedures, the State of California Department of Fair Employment and Housing (DFEH) provides additional information regarding the

legal remedies and complaint process available through the government agencies. If you believe you have been unlawfully harassed or discriminated or retaliated against, you may file a complaint or obtain additional information from the DFEH. The phone number for the local DFEH office is located at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## Employee Classifications

Employees are classified as either “exempt” or “non-exempt” depending on their job duties. This is necessary because, by law, employees in certain types of jobs are entitled to premium pay when they work overtime (i.e., more than eight (8) hours a day or 40 hours per week).

**EXEMPT** employees are those who fall within one of the exemptions specified by law and are paid on a salary basis without reference to hours worked. Exempt employees are not entitled to premium pay for overtime hours worked.

**NON-EXEMPT** employees are those who do not fall within one of the exemptions specified by law. Non-exempt employees are entitled to be paid for each hour worked in accordance with state and federal law, including premium pay for all overtime hours worked (as described in the Overtime section below).

All House to Home employees are employed at-will whether exempt or non-exempt, full-time, part-time or temporary.

### Types of Employment Categories

There are four (4) types of employees at House to Home:

**Introductory Employee:** A full-time or part-time employee who is hired for an ongoing (rather than temporary) assignment and who is in the first 90 days of his/her employment or any extension of that period.

**Regular Full-Time Employee:** An employee who has completed the introductory period and regularly works at least 32 hours per week on a continuing basis. Regular full-time employees are eligible for paid time off (“PTO”), state-mandated benefits and unpaid leave (e.g., state disability, unemployment insurance, pregnancy-related disability leave). Generally regular full-time employees have a fixed work schedule each week, which may vary only slightly due to business needs.

**Regular Part-Time Employee:** An employee who has completed the introductory period and regularly works fewer than 32 hours per week on a continuing basis. The weekly schedule and hours will vary each week depending on business needs. Regular part-time employees are eligible for paid time off (“PTO”) based on the number of hours worked each week, state-mandated benefits and unpaid leave (e.g., state disability, unemployment insurance, pregnancy-related disability leave). A temporary increase in regularly-scheduled hours anticipated to be of short duration will not affect eligibility for other benefits or perks offered only to regular full-time employees.

**Temporary Employee:** An employee who works full-time or part-time for a pre-defined period of time as established in the job offer. The employee may work on an intermittent schedule dependent upon the staffing needs of the unit. Normally, a temporary assignment will not last beyond six (6) months, but may be extended as needed. Temporary employees are not eligible for PTO or unpaid leave that may be offered to regular employees.

**Contractors:** Independent contractors are individuals/businesses retained to provide services to the Company on a contract basis. Since they are not employees, they are not eligible for any Company-sponsored benefits.

NOTE: An employee may change job status or category only upon written notification by the President. There is no automatic conversion from one job status or category to another.

## Introductory Period

The first 90 days of continuous employment at House to Home is considered an introductory period. During the introductory period you will learn your responsibilities, get acquainted with fellow employees, and determine whether you are content with your job. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but rather allows both you and the Company to evaluate whether or not you are right for the position.

Any significant absence will automatically extend an introductory period by the length of the absence. If we determine that the designated introductory period does not allow sufficient time to thoroughly evaluate your performance, the introductory period may be extended.

## Attendance and Punctuality

Our success depends upon the cooperation and commitment of each employee. Regular attendance and promptness are considered part of your essential job functions. Attendance and punctuality are extremely important. When you are late or absent other employees must bear the burden. You have the responsibility to report for work on time and continue to work until the end of the scheduled work period. Unsatisfactory attendance (including reporting late, quitting early or extending meal periods, recovery periods or rest breaks) may be cause for disciplinary action, up to and including termination.

If you find that you must be absent unexpectedly due to illness or other compelling personal matters, you must notify your manager, the Office Manager or the President about the reason for your absence within two (2) hours of your scheduled working time. In addition, you must call in at the beginning of each day that you are absent unless otherwise notified by the Company. In appropriate circumstances as determined by House to Home, any employee who is absent due to illness or injury may be required to submit documentation regarding the absence and/or a release from a health care provider prior to returning to work.

You are expected to be at the office, ready to begin work, at the beginning of your assigned shift. You are considered to have a late arrival (or a "tardy") if you report to work more than five (5) minutes after the start of your scheduled shift and have not notified your manager or the Office Manager with sufficient notice. If you are unable to report to work on time, you must notify your manager or the Office Manager as far in advance as possible of the time assigned to report to work, give the expected time of arrival and the reason for the delay. Unsatisfactory attendance, reporting late, or leaving

early without prior approval may result in disciplinary action up to and including termination.

If you become ill while at work or find it necessary to leave the Company's premises during working hours for personal reasons (other than your meal periods), report to your manager. Absent extenuating circumstances, do not leave before the end of your schedule without first securing approval from your manager. If your manager is not available, contact someone in authority for approval before leaving. When you leave the premises for reasons that are not related to your job you must punch out when you leave.

If you do not report to work on a scheduled work day and do not report your absence within the allotted time set forth above you will be subject to disciplinary action up to and including termination.

**Job abandonment:** If you are absent from work for one (1) scheduled work day without notice to the Company, you may be considered to have voluntarily resigned.

## Attendance Records for Non-Exempt Employees

For payroll purposes all non-exempt employees are required to use the time clock to record their hours. If you are a non-exempt employee, you must clock in at the start and the end of each work period and including before and after a meal period. If you are at a customer's site or in transit between jobs, you must use a timesheet to record your meal period. You also must record your time whenever you leave the building or a customer's site, for any reason other than Company business.

Any errors on your time record should be reported immediately to your manager or the Office Manager. A manager must initial any changes on the timecard. Your signature on the timecard verifies the accuracy of the reported time, including meal periods and rest breaks.

Making entries on another employee's time record, punching in/out on the time clock for another employee, allowing another employee to make your timecard entries, or altering a time record are prohibited and is subject to disciplinary action up to and including termination.

## Payment of Wages

**Exempt Employees** – will be paid their salary on a biweekly basis, on every other Friday for the two-week period which ends on the Sunday before payday. Exempt employees who are eligible for commission pay will receive commission once a month, on the first paycheck following month-end, as stated in the commission pay plan.

**Non-exempt Employees** – will be paid biweekly on every other Friday for the two-week period which ends on the Sunday before payday.

Paychecks will be available in the office on Fridays at 5:00 p.m. If a regular payday falls on a holiday, you will normally be paid on the last workday preceding the holiday. Payroll checks will not be released prior to the pay schedule for any reason. Also, your check will not be released to anyone other than you unless another person is designated in writing by you.

**Direct Deposit:**

The Company offers automatic payroll deposit for employees, but it is not required. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Office Manager) and return it to Office Manager at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor the payroll deposit statements for the first two (2) pay periods after the service begins.

To stop automatic payroll deposit, you must complete the form (available from the Office Manager) and return it to payroll at least 10 days before the pay period you would like the service to end.

**Pay Advances**

We do not permit advances against paychecks or against unaccrued PTO.

**Reporting Time Pay for Non-Exempt Employees**

If you are classified as a non-exempt employee, your workdays vary depending on the type of move and customer's needs. You will be paid a minimum of three (3) hours on any workday you report to work as scheduled, even if the workday is less than three (3) hours.

If you report to work as scheduled but no work is available, we will pay you for one-half of your regularly scheduled workdays, but no less than two (2) hours and no more than four (4) hours.

We will not pay you for reporting under the following circumstances:

- Interruption of work because of the failure of any or all public utilities; or
- Interruption of work because of natural causes or other circumstances beyond the Company's power to control.

**On Call Pay for Non-Exempt Employees**

It is part of House to Home's regular business practice to require individuals in certain positions to be available to be called into work on days not posted on the weekly schedule, after hours on weekdays, or on the weekend. When you are required to be on-call, you will be compensated in accordance with applicable state and federal wage and hour laws.

**Meal Periods and Rest Breaks for Non-Exempt Employees**

**Meal Periods:** If you are scheduled to work more than five (5) hours in any given day, then you must take at least a 30-minute duty-free, unpaid meal period. "Duty-free" means that you are neither required nor expected to work during your meal period.

Daily meal periods are scheduled according to the needs of each position. Your manager will schedule your meal periods.

The following rules apply to each first meal period of the workday:

- You are not required to perform any work for the entire unpaid meal period. You may leave the work premises, but you must return to work on time.
- Your first meal period must begin before the end of the fifth hour of work (i.e., by 4 hours and 59 minutes). For example, if you begin your workday at 8:00 am, you must begin your meal period before 1:00 pm.
- You may waive your meal period if the sixth hour completes your workday, you get prior approval from your manager, and you have completed a meal period waiver.

If you work more than 10 hours, you must take a second, duty free unpaid meal period of 30 minutes. The following rules apply to each second meal period of the workday:

- You are not required to perform any work for the entire unpaid meal period. You may leave the work premises, but you must return to work on time.
- The second meal period must begin before the end of the 10th hour of work (i.e., by 9 hours and 59 minutes).
- You may waive your second meal period in writing only if: (a) you took the first meal period of at least 30 minutes, and (b) your shift will end in 12 or fewer hours.

Please contact the Office Manager for additional information about meal period waivers.

**Frequency and Timing of Meal Periods:**

<b>Hours Worked</b>	<b>Meal Periods</b>	<b>Timing</b>
5 hrs or fewer	None	Not applicable
+5 to 10 hours	1 (may waive if 6 hours completes the workday)	Begin before the end of the 5th hour
+10	2	Begin before the end of the 10th hour

Non-exempt employees are required to record the beginning and ending of each meal period on their time record. Employees use the time clock to record meals when in the office and a timesheet to record meals while at a customer's worksite; employees may call into the office if a timesheet is not readily accessible at the worksite.

You are not permitted to work through any portion of a meal period in order to shorten your day or for any other reason. Performing any of your work duties during a meal period will result in disciplinary action, up to and including termination. There is an exception to this rule: a supervisor or manager may specifically direct you to perform

work during a meal period due to business needs. In this case you are entitled to be paid for the hours worked and, in addition, you are entitled to receive one (1) additional hour's pay at your regular rate of pay.

**Rest Breaks:** You must take a 10-minute paid rest break for every four (4) hours of work or major portion thereof (defined as more than two (2) hours and less than four (4) hours). However, if your total daily work time is less than three and one-half (3 1/2) hours, you are not entitled to a paid rest break. When practical, you should take each rest break in the middle of the four-hour work period or major fraction thereof. Your manager will schedule your rest breaks. Rest breaks are paid.

Below is a chart illustrating the number of paid rest breaks to which you are entitled based on the number of hours worked in a workday:

Hours Worked	Rest breaks
Less than 3.5	None
+3.5 to 6	1
+6 to 10	2
+10 to 14	3

You are relieved of all duty during rest breaks and are prohibited from working. However, you should not leave the office or assigned customer site during paid rest breaks without authorization from your manager.

You may not combine rest breaks or add them to meal periods, nor may they be used to arrive 10 minutes late or leave 10 minutes early.

All meal periods and rest breaks must be taken away from your regular work area. If for any reason you are prohibited or discouraged from taking your applicable meal period or rest break, your work prevents you from taking a meal period or rest break, or if you perform any work during your meal period or rest break, you must notify your manager immediately.

Meal periods and rest breaks are authorized and permitted and you are expected to take them as required by law. Failure to do so may result in disciplinary action, up to and including termination.

**Heat Illness Recovery Period:** A recovery period is a cooldown period for employees in order to prevent heat illness. When you are working outdoors in temperatures exceeding 85° F, the Company allows and encourages you to take a paid recovery period of at least five (5) minutes to rest in the shade, to recover and to avoid overheating. You can determine when recovery periods are needed throughout your workday. However, if a manager observes you taking an unreasonable number of recovery periods, it will be addressed.

## Overtime for Non-Exempt Employees

As a non-exempt employee you may be required to work overtime. It is common for jobs to extend into overtime hours, and it is expected that you will finish the assignment at a customer site. If you are initiating the request to work longer than scheduled, you must first obtain your manager's approval before working any overtime. House to Home will attempt to distribute overtime evenly and accommodate individual schedules.

The Company provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- One and one-half times (1.5x) your regular rate of pay for hours worked in excess of 40 for the workweek, or in excess of eight (8) and not more than 12 for the workday, and for the first eight (8) hours worked on the seventh consecutive day of work in one (1) workweek.
- Two times (2.0x) your regular rate of pay for hours worked in excess of 12 in one (1) workday and/or in excess of eight (8) hours on the seventh consecutive workday in the same workweek.

For purposes of computing overtime, the workweek starts at 12:01 AM Monday and ends at midnight Sunday.

Working unapproved overtime, including working through a meal period that results in overtime, may result in disciplinary action.

In all cases, *worked* hours, not earned hours, are to be used in calculating the overtime premium. PTO hours are not considered *worked* hours (Example: If you are sick on Monday and received PTO pay, and then worked Tuesday through Saturday, 8 hours per day, compensation for Saturday work will be at the your base rate of pay, not at 1.5 times the base rate, since you actually worked only 5 days/40 hours given that the 8 PTO hours on Monday do not count as hours worked.)

Exempt employees are not entitled to overtime compensation, or any other fringe benefit based on their hours worked.

## 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 are welcomed by the Company. We ask you to first discuss your concerns with your manager, following these steps:

1. Within a week of the occurrence, bring the situation to the attention of your immediate manager, who will then investigate and attempt to provide a reasonable solution or explanation. If the complaint involves your manager or you do not feel comfortable bringing the concern to your manager, report your concern to Office Manager.
2. If the problem is not resolved, you may present the problem in writing to the President of House to Home, 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, House to

Home values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

If your complaint involves harassment or discrimination, please refer to the Company's "Anti-Harassment and Anti-Discrimination" policy and the Complaint Procedure described there.

Report safety issues to your supervisor immediately.

## **Performance Evaluations**

You will receive periodic performance evaluations conducted by your manager. Your first performance evaluation generally will take place on or near the end of your introductory period. Subsequent performance evaluations generally will be conducted each calendar quarter. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

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 behavior, and your behavior 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 pay or promotions. Compensation increases and promotions are solely within the discretion of House to Home and depend upon other factors in addition to performance. After the review, you will be required to sign the evaluation simply to acknowledge that it has been presented to you, that you have discussed it with your manager, and that you are aware of its contents.

## **Voluntary Separation**

Voluntary separation results when you voluntarily resign your employment at House to Home or fail to report to work for one (1) scheduled workday without notice to, or approval by, your manager.

If you anticipate having to resign, we would appreciate the professional courtesy of receiving at least two (2) weeks advance notice of the date that you must leave and the reason for your resignation. Although this notice is not required, it is requested to allow us time to find and train a replacement.

All Company-owned property, including vehicles, keys, House to Home logo shirts, identification badges, tools, materials, moving equipment, fuel cards and credit cards, must be returned immediately upon separation of employment.

## **Employee References and Verification of Employment**

All requests for references and verification of employment must be directed to the Office Manager or President. No other supervisor, manager or employee is authorized to release information for current or former employees.

# COMPANY OPERATIONS

## Office Hours and Work Schedules for Non-Exempt Employees

House to Home is normally open for business between 9:00 a.m. and 5:00 p.m., Monday through Sunday. Your manager will assign your individual work schedule. You are expected to be at your desk, office or assigned worksite at the start of your scheduled shift, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, you should notify the Office Manager, 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 overtime.

## Dress Standards

House to Home provides logo shirts to employees and they require them to be worn every day. House to Home also provides work shorts and pants that are required to be worn every day.

Tennis shoes or boots with non-marking soles are required. Sweatpants, warm-up pants or workout clothing is not permitted.

House to Home logo shirts may only be worn while on duty.

You may request reasonable accommodation for religious dress or religious grooming standards which may be outside the Company's normal dress standards.

## Telephone/Cell Phone Use and Other Electronics

Personal telephone calls should be brief and kept to a minimum whether at a customer's site or in the Company offices. Long distance calls should be billed to your home telephone number (i.e., you should use a personal calling card or personal cell phone).

If you bring your personal cell phone to work, you must not use your cell phone during business hours, except in case of an emergency or for work-related purposes. It is considered unprofessional, and is not acceptable, to be talking on your personal cell phone during working hours unless it is work-related. Personal cell phone calls may be made during rest breaks and meal periods and outside of the building or customer site, or in the lunch room only.

Electronic devices (i.e., MP3 players, iPods, smart phones, Bluetooth devices, head sets, electronic device ear plugs, etc.) must not be used during working hours.

If your job requires that you keep your cell phone turned on while you are driving, you must use a hands-free device and safely pull off the road before answering the phone and conducting Company business. Under no circumstances should you place or

answer phone calls, emails, or text messages at any time while operating a motor vehicle while driving on Company business and/or Company time.

## **Employees Who are Required to Drive**

If you drive a Company vehicle or your own vehicle on Company business you will be required to show proof of current valid California driver's license and current effective insurance coverage upon request.

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

When you drive your own vehicle on Company business you will be reimbursed at the allowable IRS rate per mile. The Company is not responsible for your traffic violations and fines.

## **Credit Cards and Fuel Cards**

If you have access to a Company credit card you may use it for Company purchases only. Personal purchases on Company credit cards are forbidden. All receipts are to be turned into the Office Manager with appropriate job number and item numbers identified.

Fuel cards are issued to drivers on a daily basis and must be returned to your manager or the Office Manager at the end of every workday.

## **Pay for External Meetings and Training for Non-exempt Employees**

The Company will pay you for your attendance at meetings, lectures, and training programs when the following conditions are met:

- Attendance is mandatory; and
- The meeting, course, or lecture is directly related to your job or House to Home's business.

If you are required to attend such meetings, lectures, or training programs, you will be notified of the necessity for such attendance by your manager.

You will be compensated at your base rate of pay for attendance at events covered by this policy. Overtime will be paid as required by law.

## **Solicitation and Distribution**

You may not solicit or promote support for any cause or organization during your working time or during the working time of the employee or employees at whom such activity is directed.

You may not distribute or circulate any non-work related written or printed material in work areas at any time, or during your 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.

## **Your Personnel Records**

You have a right to inspect and receive a copy of certain documents in your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. Access will be granted within 30 days of the written request. You may add your comments to any disputed item in your file.

Employees and former employees may be charged for the cost of copying personnel records.

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 the Office Manager or President who are the only people authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited; however, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

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

## **Company Property - No Privacy Rights**

We provide you with the resources needed to do your job. All Company property, including desks, computers, telephones (including any Company-issued cell phones or other electronic devices), the voicemail system, and Company-owned vehicles are Company property and must be maintained according to Company rules. They must be kept clean and are to be used only for work-related purposes.

Shop keys are issued to drivers only.

With the exception of the Office Manager and managers, employees are not allowed to use Company computers unless authorized by management.

We reserve the right to inspect Company property at any time and without advance notice in order to ensure compliance with our rules. Additionally, we may periodically need to assign and/or change "passwords" and personal codes; for example, to voice mail, e-mail, and computers. Thus you should not expect, and do not have, any privacy rights with respect to Company property, even if password protected.

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

Office equipment such as photocopiers, fax machines, computers, printers, postage meter, and supplies are provided for business use. Except as permitted in this Handbook you should not use these resources to conduct personal business.

A break area is available for your use. Although general custodial services are provided by the Company, you are expected to clean up after eating in this area so it is ready for the next person's use.

## **Employee Property**

For security reasons, you should not leave personal belongings of value in the workplace, Company vehicles or at worksites. The Company is not responsible for your personal property.

Personal items brought into the workplace may be subject to inspection and search, with or without notice or the employee's prior consent, when the Company has a reasonable suspicion that an employee is violating Company policies.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises and who refuse to cooperate in an inspection will be subject to disciplinary action, up to and including termination.

When you are separating from the Company you should remove any personal items at the time you leave. Personal items left in the workplace are subject to disposal if not claimed at the time of your separation.

## **Bulletin Board**

House to Home maintains bulletin boards located in the break room. Bulletin boards are used to provide information to employees concerning work-related topics and mandatory postings by the state and federal governments.

Only managers are authorized to post items on Company bulletin boards.

## **Safety and Health**

You are responsible for your 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 a manager. In compliance with California law, and to promote the concept of a safe workplace, we maintain an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for your review in the main office.

House to Home or our insurer will not be liable for payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the your work-related duties.

## Security/Preventing Violence in the Workplace

We are committed to providing you a safe work environment. We will not tolerate any violent or threatening behavior by or toward our employees. This policy prohibits actual or threatened violence against any person on Company premises, at customers' worksites, at any Company-sponsored event, and/or while engaging in any Company-related activity. Safety and security in the workplace is every employee's responsibility. We rely upon all employees' compliance with this policy to achieve our goal of providing a violence-free workplace. Some examples of conduct that violates this policy include:

- Threats of any kind;
- Physically aggressive or violent behavior;
- Intimidating or harassing behavior, including bullying; or
- Sabotage or destruction of any Company-property or property of any employee.

Additionally, we strictly prohibit the possession of any weapon, firearm, or other dangerous objects or material of any kind on Company-premises, on customers' premises, or at any Company-related event.

Any conduct violating this policy, including any threats of or actual violence, either direct or indirect, must be reported as soon as possible to any member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. All suspicious individuals or activities must be reported as soon as possible to a manager. Anyone receiving a report of a violation of this policy must report the matter immediately to a manager.

## Technology Usage Policy

The Company's Technology Resources, including all computer, data, and telecommunication hardware and software are critical to our business success. The purpose of this policy is to explain how you should use the Company's Technology Resources in ways that maximize the benefits of the technology to the Company and reduce the risk of loss or misuse of these resources and/or creation of liability for the Company. The Company's Technology Resources are defined as:

- *Telephones, cellular phones, handheld devices (such as smart phones), voicemail and text messaging systems*
- *Internal computer systems and data stored on them, including desktop and notebook computers, file servers, Intranet, e-mail, instant messaging systems, software, documents*
- *External computer systems, including research databases, Internet, social networking sites, e-mail, hardware, and storage devices*

### **Using Technology Resources**

All Technology Resources should be used only in furthering the Company's business and never in violation of applicable laws. To this end, you should not use any

Technology Resource for the conduct of business other than the Company's business. Notwithstanding the above, you may use the Company's Technology Resources to:

- Prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner provided such use does not conflict with any purpose or need of the Company;
- Send and receive necessary personal communications through e-mail; or
- Use the telephone system for brief and necessary personal calls.

As already noted, we prohibit cell phone use in the workplace except as expressly authorized above. The prohibition extends to tape recording and video recording using cell phone or like devices. You should be aware that in California it is illegal to secretly tape record another person(s) without their consent. Likewise, the Company also prohibits employees from secretly tape recording or video recording in the workplace.

You should not expect, and do not have, any privacy rights when using any Technology Resource. We assume no liability for loss, damage, destruction, alteration, disclosure, or misuse of any personal data or communications transmitted over or stored on the Company's Technology Resources. We further accept no responsibility or liability for the loss or non-delivery of any personal e-mail communication and suggest you avoid storing private or confidential personal information on any of the Company's Technology Resources.

### **No Privacy Rights**

We, in general, have no desire to invade your personal privacy when there is no business need. We provide the Technology Resources only to further our own business aims. Thus, you should not expect and do not have any privacy rights when using the Company's Technology Resources. The granting of a password does not confer any right of privacy upon any employee of the Company and all Technology Resources -- including all information, documents and messages stored therein -- should be related to the business of the Company.

We may inspect all files or messages on our Technology Resources at any time for any reason at our discretion. We reserve the right to randomly and periodically monitor our Technology Resources at any time in order to determine compliance with our policies, answer a lawful subpoena or court order, investigate misconduct, locate information, or for any other business purpose. Further, we reserve the right to monitor our Technology Resources at any time based on a reasonable suspicion of wrongdoing or in order to determine compliance with our policies, answer a lawful subpoena or court order, investigate misconduct, locate information, or for any other business purpose.

### **Risk Management**

Managing risk in a technology environment is a complex task. However, you can contribute significantly to reduce risk by exercising care when using Technology Resources. Being careful means protecting the interests of the Company when working with or transmitting documents over computer systems. Being careful also involves remembering that any activity carried on while using outside networks through e-mail, Internet access, social media, or other service providers reflects on the Company when it is carried out using the Company's Technology Resources. Following are some examples of behavior that reduces risk:

- Always consider the confidentiality of documents and information transmitted over outside services. This involves faxing, use of e-mail, cellular calls, flash drives/CDs, and other technology options. Substantial damage can be done by routing documents to the wrong person or organization, exposing documents or messages to interceptions and theft, inadvertently transferring viruses, malware or any information on transportable media such as flash drives/CDs, transmitting confidential information during cellular calls, etc.
- Always verify addresses such as e-mail and fax numbers before sending information so that it does not fall into the wrong hands.
- Be aware of the rights of others to their own copyrighted information. Do not download and pass on copyrighted materials where the copyright owner has expressly forbidden it. Do not "publish" another person's messages to a larger audience without securing their permission first.
- Remember, when sending e-mail, engaging in social networking on sites such as "Twitter", "Facebook", "MySpace" or "LinkedIn", or contributing to any public forum such as an Internet newsgroup while using the Company's Technology Resources, what you say may be interpreted as the opinion of the Company. Be courteous and businesslike in your communications.
- Always use appropriate fax cover pages that contain all the information necessary to see that delivery is made to the proper person.
- When transferring documents outside the Company, use "clean" CDs or flash drives. Documents deleted from flash drives or CDs may leave residual data that can be "scavenged." To prevent this, use new flash drives or CDs.

### **Internet and E-Mail Use**

Access to the Internet is provided to you to accomplish job responsibilities more effectively. The use of the Internet is a privilege, not a right, which may be revoked at any time for inappropriate conduct. We expect that you will use these resources in a responsible fashion and for business-related purposes only. You should not use the Internet or Intranet for frivolous personal reasons, including but not limited to accessing, downloading from, or contributing to the following (except in relation to a specific Company matter):

- Indecent, or sexually-oriented materials
- Sports sites
- Job-search, house-search/sales sites
- Entertainment sites
- Gambling sites
- Games, humor
- Drug-oriented sites
- Personal pages of individuals
- Chat rooms
- Politically-oriented sites or sites devoted to influencing the course of legislation or public policy
- Email from a personal email account
- Social networking sites (such as "Twitter" or "Facebook")

Downloading software applications, even if they are free, is not allowed.

We reserve the right to monitor the amount of time spent using online services and the sites visited by Company personnel. We reserve the right to limit Internet access to include or exclude certain Internet sites and/or services.

E-mail is not private communication, because others may be able to read or access the message. E-mail may best be regarded as a postcard rather than as a sealed letter. In addition to risk management issues surrounding the use of e-mail, the following policy is provided.

- E-mail messages are considered business records and may be subject to discovery. Be aware of this possibility when using the Company's Technology Resources to send e-mail both to other Company employees and to persons not employed by the Company. Formulate the message accordingly.
- Never send abusive, sexist, racist, or defamatory e-mail messages that could be considered in violation of the Company's "Anti-Harassment or Anti-Discrimination" policy.
- Do not use e-mail for sensitive or time critical matters. If speed is essential, use the telephone. E-mail does not convey emotion well. If the subject matter is sensitive, do not risk misunderstandings -- use the phone.
- Never send an e-mail message unless you are absolutely sure of the correct address of the recipient.
- Do not use email to send Company or customer credit card information

### **Using Social Media**

At House to Home, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with House to Home, as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects customers, suppliers, or people who work on behalf of House to Home or House to Home's legitimate business interests may result in disciplinary action up to and including termination.

**Know and follow the rules:** Carefully read these guidelines, the "Technology Usage Policy" and the "Anti-Harassment and Anti-Discrimination Policy," and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or

unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

**Be respectful:** Always be fair and courteous to fellow employees, customers, suppliers or people who work on behalf of House to Home. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our “Open Door” policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, employees or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone’s reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Company policy.

**Be honest and accurate:** Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about House to Home, fellow employees, customers, suppliers, and people working on behalf of House to Home or competitors. Post only appropriate and respectful content.

Maintain the confidentiality of House to Home trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

Do not create a link from your blog, website or other social networking site to the House to Home website without identifying yourself as a House to Home employee.

Express only your personal opinions. Never represent yourself as a spokesperson for House to Home. If House to Home is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of House to Home, fellow employees, customers, suppliers or people working on behalf of House to Home. If you do publish a blog or post online related to the work you do or subjects associated with House to Home, make it clear that you are not speaking on behalf of House to Home. It is best to include a disclaimer such as “The postings on this site are my own and do not necessarily reflect the views of House to Home.”

**Using social media at work:** Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with the “Technology Usage Policy”. Do not use House to Home email addresses to register on social networks, blogs or other online tools utilized for personal use.

**Retaliation is prohibited:** House to Home prohibits taking negative action against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

The prohibitions in this policy do not apply to protected concerted activities and are not intended to discourage such activity.

# BENEFITS

All employees are eligible for workers' compensation and the other benefits noted below. House to Home does not currently offer health or life insurance to employees, but does offer paid time off to regular full-time and regular part-time employees as described in the Time Off section. More information about time off and benefits is available from the President.

## Workers' Compensation

The Company purchases a workers' compensation insurance policy to protect you if injured at work. The policy covers you in case of occupational injury or illness. It is your responsibility to notify a member of management immediately if injured while working.

## Disability Insurance

You contribute to the State of California to provide disability insurance pursuant to the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company, or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Disabilities covered by workers' compensation are excluded from short-term disability coverage.

## Unemployment Compensation

The Company contributes each year to the California Unemployment Insurance Fund on your behalf.

## Social Security

Social Security is an important part of your retirement benefit. We pay a matching contribution to your Social Security taxes.

## Paid Family Leave Insurance

Paid Family Leave Insurance ("PFLI"), which is administered by the Employment Development Department ("EDD") and not the Company, is a partial wage replacement benefit paid when you suffer a wage loss to take time off work for either of the following reasons: (1) to care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law, or (2) to bond with a new child during the first year after the birth or placement of the child in connection with foster care or adoption. You are eligible for a maximum of six (6) weeks of State-paid benefits in a 12-month period. These benefits are funded entirely through your payroll contributions that are deducted from wages pursuant to applicable law.

If you are absent for a reason that qualifies you for PFLI benefits, you are required first to use any accrued and unused PTO, up to a maximum of ten (10) days in a 12-month period. Thereafter, at your option, PFLI benefits may be supplemented with any accrued and unused PTO (as PFLI benefits do not replace all of your usual wages).

PFLI does not create any rights to a leave of absence or reinstatement, but simply provides partial wage replacement for qualified employees. You must meet all EDD eligibility requirements to qualify for PFLI benefits.

The Office Manager has informational brochures created by the EDD for interested employees. You may contact the EDD or gather additional information regarding PFLI benefits by visiting [www.edd.ca.gov](http://www.edd.ca.gov).

# TIME OFF

## Holidays

House to Home observes three (3) holidays per calendar year and is closed for business on the following days:

- New Year's Day – January 1
- Thanksgiving Day – Fourth Thursday in November
- Christmas Day – December 25

The Company provides regular full-time, exempt employees with these three (3) paid holidays each year beginning at date of hire. Eligible exempt employees will receive a day off with pay, at their regular rate of pay, on each holiday.

Non-exempt full-time and part-time employees are not eligible for paid holidays.

The Company is open for business on all other days, other than those noted above, during the year. On any other day which may be considered a national holiday, but is not listed above, all employees will receive their regular rate of pay when working on that day. Examples may include but are not limited to: July 4<sup>th</sup>, Presidents' Day, Memorial Day, and Labor Day.

Occasionally the Company may elect to close early in order to accommodate for special holiday hours or special events.

**Weekend and Vacations:** While an exempt employee is on an unpaid leave of absence, he/she is not eligible for holiday pay.

## Paid Time Off (PTO)

We recognize the value of rest and relaxation and encourage employees to use their earned Paid Time Off (PTO). Regular full-time and regular part-time employees will commence accrual of PTO each pay period after the completion of 12 months of continuous employment as shown in the table below. Temporary employees are not eligible for PTO benefits.

You may use PTO for any purpose, including vacations, unpaid holidays, illness or time away from work for personal or family matters.

On the first day of each successive pay period following completion of 12 months of continuous service in which you are actively employed, the accrual will post. You may use PTO once it is accrued, subject to this policy. PTO accrual will continue throughout your employment unless the employment is broken by an absence without pay or separation of employment. PTO may not be taken before it is accrued.

The following table outlines the PTO accrual categories:

### Regular Full-Time and Regular Part-time Employees

Months of completed active service	PTO accrual rate per pay period*	Usual annual PTO accrual	Maximum PTO accrual ("Cap")
12 or more months	1.53 hours	40 hours/5 days	50 hours

\*Based on a bi-weekly pay cycle/26 pay periods per year and 40 hours/week

PTO can accrue to a maximum of the hours noted above. Once this maximum/cap is reached, no further PTO will be earned until some PTO is used. When PTO is used, PTO hours will begin to accrue again. No retroactive accrual will be posted.

Only full day absences of eight (8) hours will be deducted from exempt employees' accrued PTO hours. Non-exempt employees will have all partial day absences deducted from their accrued PTO hours.

If you voluntarily or involuntarily separate from the Company without having used all accrued PTO you will receive payment of your unused PTO accrual at the time employment terminates. You will not be paid for unused PTO except on separation of employment. PTO is earned and paid out based on base pay only.

PTO must be scheduled with and approved by your manager in advance. Although efforts will be made to accommodate your requests to take PTO at a specified time, your manager will consider the needs of the Company when evaluating PTO requests. If two (2) or more employees request PTO at the same time, but your manager determines it is not feasible to grant both requests, your manager ordinarily should grant PTO requests based on the earlier date of the written PTO request.

If a holiday occurs during your PTO period, you will not be charged PTO for that day, but will be paid holiday pay for your regularly scheduled hours.

## Sick Time Off/PTO

If you take time off for your own illness or injury, or to care for a family member who is ill or injured, you must use PTO. If PTO already has been exhausted, you may take the time off without pay. If the time off is to care for a family member, you may be eligible for Paid Family Leave Insurance ("PFLI") benefits.

**Medical Certification:** We reserve the right, in all cases, regardless of the length of absence, to require an employee seeking to take or returning from a sick leave absence to submit written certification of illness or injury from a health care provider.

When you are returning to work from a lengthy period of illness you will be required to present a health care provider's statement that you can safely return to your full duties. This requirement may be made at the sole discretion of House to Home. If you cannot return to full duties, the health care provider must specify your limitations in sufficient detail to allow House to Home to determine whether a reasonable accommodation can

be made. The health care provider's statement must be provided before you may return to work.

Except when prohibited by law, you are required to exhaust all accrued and unused PTO before taking unpaid leave or having unpaid absences.

**Kin Care:** You may use any portion of your yearly PTO accrual to attend to a child, parent, spouse, registered domestic partner, or registered domestic partner's child who is ill. Leave for this purpose may not be taken until PTO benefits have actually accrued.

**Workers' Compensation and PTO:** PTO is a benefit that also covers absences for work-related illness or injury. If you have a work-related illness or injury you are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the first day you spend seeking initial medical treatment.

Any further medical treatment for a work-related illness or injury will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. Rather, if you have accrued and unused PTO, the additional absences from work will be paid with the use of PTO.

If you do not have accrued PTO hours, an unpaid leave of absence may be requested.

## Disability Leave

You may request a leave of absence if time away from work is needed to accommodate your own medical condition or disability and you do not have any PTO available.

Upon receiving a request for Disability Leave, the Company will communicate with you and your health provider to evaluate whether you have a qualifying disability, whether leave is a reasonable accommodation and, if so, whether the leave would cause undue hardship to the Company.

This policy does not apply to pregnancy disability leave, which is outlined elsewhere in the Handbook.

A leave under this policy is only for your own illness or injury and will require appropriate medical documentation. Appropriate medical documentation also may be required at points throughout the leave of absence and prior to return to work.

Disability Leave is unpaid; employees taking Disability Leave may be eligible for Disability Insurance ("DI") benefits. You may contact the EDD at [www.edd.ca.gov](http://www.edd.ca.gov) to apply for DI benefits.

Before returning from Disability Leave you must submit a verification of your fitness to return to work signed by an appropriate health care provider. The verification must be submitted before you may return to work.

As we are a small company, we cannot guarantee that a position will be available when you are ready to return from a Disability Leave, except where required by law. Upon your return you will retain all benefits you accrued prior to the commencement of your leave, but you do not accrue PTO, seniority, or other benefits while on unpaid Disability Leave.

If you fail to return to work when Disability Leave ends, we will consider you to have voluntarily resigned.

## Personal Leaves of Absence (Unpaid)

If you are a regular full-time or part-time employee who has completed at least 12 months of service you may request a Personal Leave of Absence for up to 30 days in a 12-month period for personal reasons other than those provided in any particular policies in this Handbook.

A Personal Leave of Absence is unpaid. You must exhaust your accrued PTO, if applicable, before you begin an unpaid Personal Leave of Absence.

You should submit a request for leave of absence as soon as possible before the leave is to begin. Approval is granted at the sole discretion of the President before the leave begins.

While taking Personal Leave you are not guaranteed reinstatement. Upon your return you will retain all benefits you accrued prior to the commencement of your leave, but you do not accrue PTO, seniority, or other benefits while on Personal Leave.

If you fail to return to work when Personal Leave ends or request an extension, the Company may consider you to have voluntarily resigned.

## Pregnancy Disability Leave, Reasonable Accommodation, and Transfer

If because of pregnancy, childbirth, or a related medical condition, you are unable to work or perform any one or more of the essential functions of your job without undue risk to yourself, the pregnancy's successful completion, or other persons, you may be entitled to pregnancy disability leave (PDL). If you are affected by pregnancy, childbirth, or a related medical condition, you may also be entitled to a reasonable accommodation or transfer.

**Duration of Leave:** When pregnant, you may take PDL for the duration of time determined necessary by your health care provider, up to four months per pregnancy. "Four months" means the number of days you would normally work based on your regular schedule within four calendar months (one-third of a year, equaling 17-1/3 weeks). PDL does not need to be taken in one continuous period of time and may be taken intermittently as determined necessary by your health care provider (for example, to attend medical appointments). Leave may be taken in increments of no less than five (5) minutes. The PDL includes any period of time for actual disability caused by pregnancy, childbirth, or related medical condition. For example, this includes time off for severe morning sickness; prenatal or postnatal care; bed rest; gestational diabetes; pregnancy-induced hypertension; preeclampsia; post-partum depression; childbirth; loss or end of pregnancy; or recovery from childbirth, loss, or end of pregnancy. We treat pregnancy disability the same as we treat other disabilities of similarly-situated employees.

**Transfer:** If your health care provider advises that a temporary transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties is medically

advisable due to your pregnancy, childbirth, or a related medical condition, we will provide such a transfer if it can be reasonably accommodated. However, it is generally not reasonable for us to transfer or promote you to a position for which you are not qualified, create a new position, discharge another employee, or transfer another employee with more seniority.

If a health care provider provides medical certification that you need to take intermittent leave or a reduced work schedule because of pregnancy, we may require you to temporarily transfer to an alternative position that meets your needs (if another position is available and you are qualified for it). If we transfer you to another position, you will receive pay and benefits equivalent to your regular position; however, the position may not have equivalent duties.

**Reasonable Accommodation:** If a health care provider certifies that a reasonable accommodation is medically advisable due to pregnancy, childbirth, or a related medical condition, we will provide a reasonable accommodation by changing the work environment or in the way things are customarily done so that you are able to perform the essential functions of your job. For example, modifying work practices or rules, modifying your existing job duties, providing furniture or other modifying equipment or devices, or providing a reasonable amount of break time and use of a room or other location in close proximity to your work area for you to express milk. Your right to a reasonable accommodation is independent of your right to PDL; however, if you require a reduced schedule or time off from work as a reasonable accommodation for a pregnancy-related disability, that may be counted as PDL and reduce the four-month leave entitlement.

**Notification of Need for PDL, Reasonable Accommodation, or Transfer:** If you need PDL, a reasonable accommodation, or transfer, you should provide the Company at least 30 days' notice if possible. Otherwise, your PDL, reasonable accommodation, or transfer may be delayed. If 30 days' advance notice is not possible, notice must be given as soon as practical.

If you need PDL for planned appointments or medical treatment, you should consult with the Office Manager so we can ensure you can take the time off with minimal disruption to our operations.

**Medical Certification:** You must provide the Company with a written certification from a health care provider describing your need for PDL, reasonable accommodation, or transfer. The certification must be returned within 15 calendar days of your request for PDL, reasonable accommodation, or transfer, if possible. Otherwise, the PDL, reasonable accommodation, or transfer may be delayed. The certification for PDL should contain: (1) a statement that you need leave because you are disabled by pregnancy, childbirth or related medical condition; (2) the date on which you became disabled; and (3) the estimated duration of the leave. If you need a reasonable accommodation or transfer, a medical certification is sufficient if it contains all of the following: (1) a description of the requested reasonable accommodation or transfer; (2) a statement that describes the medical advisability of the reasonable accommodation or transfer; and (3) the date on which the need for reasonable accommodation or transfer became/will become medically advisable and the estimated duration.

As a condition of your return from PDL, you must provide the Company with a release to return to work from your health care provider.

**Leave is Unpaid:** PDL is unpaid by the Company. However, at your option, you may use PTO as part of the PDL before taking the remainder of her leave on an unpaid basis.

We encourage you to contact the Employment Development Department regarding eligibility for state disability insurance for the unpaid portion of PDL.

**Return to Work:** When the PDL, reasonable accommodation, or transfer ends, you generally will be reinstated to the same position you held prior to the leave, or, in certain instances, to a comparable position. If you are on PDL and do not return to work on the originally-scheduled return date or do not request in advance an extension with appropriate medical documentation, you may be deemed to have voluntarily resigned your employment. If you take additional, Company-approved leave immediately following your PDL, your right to reinstatement will be determined by the Company policy regarding that type of leave, not by this policy.

Failure to notify the Company of the ability to return to work when it occurs, may be deemed a voluntary resignation of employment in certain circumstances.

**Benefits and Seniority Date:** While on PDL, you may continue to participate in group health insurance coverage (if you participated in the plan before your PDL) under the same terms as if you remained working. In some instances, the Company may recover from your premiums paid to maintain health coverage if you fail to return to work following PDL.

Taking PDL may affect certain other benefits and seniority date. Please contact the President with questions.

**Request for Additional Time Off:** If you exhaust your right to PDL under this policy, you may be entitled to additional time off. If you continue to be disabled at the conclusion of your PDL, you may be entitled to additional leave as a reasonable accommodation. Please refer to the "Reasonable Accommodation" and "Disability Leave" policies for additional information.

You will not earn any additional PTO during any unpaid portion of PDL.

## Jury or Witness Duty

If you are a non-exempt employee and summoned to jury duty or to appear as a witness in court proceeding(s) unrelated to House to Home business you will not be paid while on jury duty. You must report anticipated jury or witness duty to the Office Manager immediately upon receipt of any jury duty summons, subpoena, or notice to appear.

As a non-exempt employee who is summoned as a witness in connection with Company business you will be paid your regular wage.

If you are an exempt employee serving on a jury or as a witness you will be paid your normal salary for any week in which you have performed some work, as required by law.

## Bereavement Leave

If you are a regular full-time or regular part-time employee, you may take up to three (3) days of unpaid leave in the event of a death in your immediate family, i.e., wife, husband, registered domestic partner, child of a registered domestic partner,

parents/step-parents, brother/step-brother, sister/step-sister, children/step-children, grandparent, and current in-laws. Additional time off through the use of PTO or unpaid leave must be arranged in advance with the Office Manager.

## School Activities Leave

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should alert your manager or the Office Manager as soon as possible before leaving work.

You are encouraged to participate in the school activities of your child(ren). The absence is subject to all of the following conditions:

- Parents, guardians, or grandparents having custody of one (1) or more children in kindergarten or grades one (1) to 12 or in a licensed daycare facility may take time off for a school activity;
- The time off for school activity participation cannot exceed eight (8) hours in any calendar month, or a total of 40 hours each school year;
- When planning to take time off for school visitations you must provide as much advance notice as possible to the President;
- If both parents are employed by the Company, the first employee to request such leave will receive the time off. The other parent will receive the time off only if the leave is approved by the President;
- You must use accrued PTO in order to receive compensation for this time off;
- If you do not have PTO hours available you may take the time off without pay, and
- You must provide the Office Manager with documentation from the school verifying that you participated in a school activity on the day of the absence for that purpose.

## Time Off to Vote

If you do not have sufficient time outside of working hours to vote in an official state-sanctioned election, you may take off enough working time to vote. Such time off should be taken at the beginning or the end of your regular working shift, whichever allows for more free time, and the time taken off will be combined with the voting time available outside of working hours to a maximum of two (2) hours combined. Under these circumstances, you will be allowed a maximum of two (2) hours of time off during an election day without loss of pay. When possible, you must give your manager or the Office Manager at least two (2) days' notice requesting time off to vote.

## Military Leave

We do not have a paid military leave policy; however we will approve requests for time off without pay to meet military obligations, reserve or otherwise. If you wish to serve in the military and take military leave you are asked to coordinate leave with the needs of the Company whenever possible with as much advance notice as possible. Please

contact the President for information about rights before and after such leave. You are entitled to reinstatement upon completion of military service provided you return or apply for reinstatement within the time allowed by law.

## California Family Military Leave

If you work an average of 20 or more hours per week you may be eligible for an unpaid leave of absence for up to ten (10) days to spend with your spouse or registered domestic partner who is a “qualified member” of the U.S. Armed Forces, National Guard or Reserves. A “qualified member” is a member of the U.S. Armed Forces who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or a member of the National Guard or Reserves who has been deployed during a period of military conflict.

You must provide the Company with a written request for the leave within two (2) business days of receiving official notice that the qualified member will be on leave from deployment. You must also provide documentation certifying that the qualified member will be on leave from deployment during the time that you request the leave. Available PTO may be used during this leave.

## Victims of Domestic Violence, Sexual Assault and Stalking Leave

If you are a victim of domestic violence, sexual assault or stalking you are eligible for unpaid leave. You may request leave if involved in a judicial action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure the health, safety, or welfare for yourself or your child.

You should provide notice and certification of the need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- A police report indicating that you were a victim of domestic violence, sexual assault or stalking;
- A court order protecting or separating you from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that you appeared in court; or
- Documentation from a medical professional, domestic violence advocate, sexual assault counselor, health-care provider, or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence, sexual assault or stalking.

We will provide reasonable accommodation if you are a victim and request accommodation for your safety while at work. However, you must disclose your need for reasonable accommodation to your manager or the President.

Any absence from work for this leave will be unpaid, unless you choose to take paid time off.

We will, to the extent allowed by law, maintain the confidentiality of employees requesting leave under this provision.

The length of unpaid leave employees may take is limited to 12 weeks.

When time off is requested with reasonable notice, you may also be granted unpaid time off to:

- Seek medical attention for injuries caused by domestic violence, sexual assault or stalking.
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

## Victims of Crime Leave

If you are a victim or the family member of a victim of a violent felony or serious felony you may take time off from work under the following circumstances:

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

An immediate family member is defined as: your spouse, registered domestic partner, child, child of a registered domestic partner, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather or your guardian.

The absence from work must be in order to attend judicial proceedings related to a felony crime listed in the law or any proceeding in which the right of the victim is at issue.

Before you are absent for such a reason, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence. Additional certification from a police report, court order, medical professional, domestic violence advocate or advocate for victims of sexual assault, health care provider, or counselor may meet the documentation requirement.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to use paid time off.

We will, to the extent allowed by law, maintain the confidentiality of employees requesting leave under this provision.

## **Volunteer Civil Service Leave**

If you are a registered volunteer firefighter or emergency rescue personnel you may take unpaid time to serve when called for duty. When called to perform emergency duty during work hours you should alert your manager before leaving the Company premises.

## **Civil Air Patrol Leave**

If you are a volunteer active duty member of the California Wing of the Civil Air Patrol you will be authorized to respond to an emergency operation of the Civil Air Patrol. You must have been employed for at least 90 days.

## **Organ and Bone Marrow Donor Leave**

You may take paid time off for the purpose of donating an organ or bone marrow to another person. When requesting this leave you must complete a written request including verification that you are the donor and that there is a medical necessity for the donation. Requests must be submitted to your manager as far in advance as possible.

When donating an organ you will be provided up to 30 paid business days within a one (1) year period. You must use up to two (2) weeks of accrued but unused PTO leave at the onset of the leave.

When donating bone marrow you will be provided up to five (5) paid business days within a one (1) year period. You must use up to five (5) days of accrued but unused PTO leave at the onset of the leave.

The one (1) year period is measured from the date your leave begins and runs for 12 consecutive months afterward.

Leave may be taken in one (1) or more periods.

During the Donor Leave period your wages will be paid as normally scheduled, as well as the Company's usual contribution toward your medical premium costs. The leave will not be considered a break in service for any salary adjustments, benefit plans, PTO accrual, or seniority.

When the Donor Leave ends, you will be reinstated to your original position or to a comparable position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave and there is no comparable position available, then you would not be entitled to reinstatement. Your use of Donor Leave will not result in the loss of any employment benefit that you earned or were entitled to before the leave.

# STANDARDS OF CONDUCT

## Business Conduct and Ethics

**Gifts and Gratuities:** You may not accept a gift or gratuity in excess of \$25 value per month from any customer, vendor, supplier, or other person doing business with House to Home 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 President in advance.

**Personal Relationships:** Personal or romantic involvement with a competitor, customer, supplier, or subordinate employee of House to Home may impair your ability to exercise good judgment and thus creates an actual or potential conflict of interest. Manager-subordinate romantic or personal relationships also can lead to managerial problems, possible claims of sexual harassment, and morale problems. It is required that you timely disclose any such relationship so that management can take appropriate action (e.g., change the reporting relationship/chain-of-command so there is no manager-subordinate issue.)

## Confidentiality

Our customers entrust us with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality.

Employment with House to Home assumes an obligation to maintain confidentiality, even after leaving our employ. Therefore, please do not discuss the Company's business with anyone who does not work for us, and never discuss business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated, so develop the personal discipline necessary to maintain confidentiality.

If you are questioned by someone outside the Company or department and you are concerned about the appropriateness of giving them certain information, the request should be referred to the President.

No one is permitted to remove Company records, reports, or documents from the premises without prior management approval.

If you leave employment with the Company for any reason, you should continue to treat as private and privileged any such sensitive information. You should not use, divulge, or communicate to any person or entity any such sensitive information without the express written approval of the President. The Company will pursue legal remedies for unauthorized use or disclosure of sensitive, confidential information.

## Conflict of Interest

Everyone at House to Home has an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy only establishes the

framework within which House to Home wishes to operate. The purpose of these guidelines is to provide general direction so that you can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the President for more information or with questions about conflicts of interest.

A "conflict of interest" generally means a situation where the Company's interests and your interests are actually or potentially at odds. We rely on your integrity and good judgment, and trust you to observe ethical, professional and legal codes of good business practices in the conduct of Company affairs. You must take care to avoid not only actual impropriety, but also the appearance of impropriety. Situations of actual or potential conflict of interest are to be avoided by all employees.

Personal gain is one form of conflict of interest. Personal gain may result not only in cases where you or your relative has a significant ownership in a company with which House to Home does business, but also when you or a relative receives any kickback, bribe, substantial gift, present, or special consideration as a result of any transaction or business dealings involving House to Home. An actual or potential conflict of interest occurs when you are in a position to influence a decision that may result in a personal gain for you or for a relative as a result of House to Home's business dealings.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with you is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside companies. However, if you have any influence on transactions involving purchases, contracts, or leases, it is imperative that you disclose to the President as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

## Off Duty Conduct

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

While employed by House to Home, you are expected to devote your energies to your job with the Company. The following types of employment elsewhere are strictly prohibited:

1. Additional employment that conflicts with your work schedule, duties, and responsibilities at the Company;
2. Additional employment that creates a conflict of interest or is incompatible with your position with the Company;
3. Additional employment that impairs or has a detrimental effect on your work performance with the Company;
4. Additional employment that requires you to conduct work or related activities on Company property during the Company's working hours or using Company facilities and/or equipment; and

5. Additional employment that directly or indirectly competes with the business or the interests of the Company.

Should you wish to engage in additional employment that may create a real or apparent conflict of interest you must submit a written request to the President 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.

## General Standards of Conduct

People working together need standards to guide their behavior. While it is not possible to identify every possible violation of this policy, we expect everyone in the workplace to observe reasonable standards of conduct and comply with all Company policies and practices, whether or not described in this Handbook.

Employee discipline generally will be in the form of oral warnings, written warnings, or, in the Company's sole discretion, termination. However, pursuant to the Company's "At-Will Employment Status" policy, the Company reserves the right to impose whatever form of discipline it chooses, or none at all in a particular instance. The Company will deal with each case individually, and nothing in this Handbook should be construed as a promise of specific treatment in a given situation.

Although it is not possible to provide an exhaustive list of all types of impermissible conduct, the following are some examples:

- Possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal drugs while on House to Home's property, while on duty, or while operating a vehicle or potentially dangerous equipment leased or owned by House to Home.
- Inefficient or careless performance of job responsibilities or inability to perform duties satisfactorily.
- Release of confidential information or trade secrets about House to Home or its customers.
- Any communication or interaction with customers that is deemed disrespectful, vulgar or unprofessional.
- Destruction, damage, theft or unauthorized removal or possession of property from House to Home, fellow employees, customers or anyone on Company property.
- Altering or falsifying any timekeeping record.
- Falsifying or making a material omission on an employment application or any other Company record.
- Fighting on Company property or at a customer's site.
- Bringing on Company property dangerous or unauthorized materials, such as explosives, firearms or other similar items.

- Dishonesty of any kind in relations with House to Home or our customers.
- Violation of any Company policies, practices, or procedures, whether or not detailed in this handbook.

## Interactions with Customers

The opinions and attitudes our customers have toward our Company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do, we run the risk of losing not only that customer, but also his or her associates, friends, or family who may also be customers or prospective customers.

The nature of our Company requires that employees perform some of the work connected with a customer's assignment at the customer's worksite. The importance of professional conduct when working in a customer's worksite cannot be emphasized enough. Professional conduct is a broad term that is open to many interpretations. The following are guidelines for appropriate conduct when working at a customer's worksite:

- Discussions with customer employees should be limited to matters that concern their department and level of responsibility. Long, personal discussions with customer personnel are discouraged. Such disruptions of work may offend customer executives and customer employees.
- Internal affairs may not be discussed with customer personnel.
- Comments or criticisms involving other competitors and their particular work or fees should be avoided.
- Refrain from discussing shortcomings or idiosyncrasies of customer employees.
- Avoid conversations involving customer matters in all public places.
- Avoid discussing procedural programs with management while customer employees are present.
- Purchases from a customer must be made at normal prices.
- Borrowing money from a customer is not permitted unless the customer's business involves lending money.
- You may not solicit customers for charitable donations.
- You may accept token gifts from customers. However, gifts must be non-monetary and valued at less than \$25. Gift offers that exceed \$25 value per month must be reported to your manager.
- Entertaining customers is allowed. However, you must first receive approval from your manager.

You must be sensitive to the importance of providing courteous treatment in all working relationships.

## Drug and Alcohol Abuse

We are concerned about the use or abuse of alcohol, illegal drugs, or controlled substances as it can affect the workplace. Use of these substances, whether on or off the job can detract from your work performance, efficiency, safety, and health, and therefore impair you and your ability to competently perform your job. In addition, the use or possession of these substances on the job constitutes a potential danger to your welfare and safety and other employees, and it also exposes the Company to the risks of property loss or damage, or injury to other persons.

The Company policy prohibits the possession, use or any detectable amounts of any drugs that are illegal under state, federal or local law.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect your job performance and may impair your ability to competently perform your job. The Company is not required to accommodate the medical use of marijuana at places of employment or during working hours. If you are using prescription or over-the-counter drugs that may impair your ability to safely perform the job, or affect the safety or well being of others, you must notify your manager of such use immediately before starting or resuming work.

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

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

Violation of these rules and standards of conduct will not be tolerated. We also may bring the matter to the attention of appropriate law enforcement authorities.

All employees are prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are also prohibited from consuming alcohol during working hours, including meal periods and rest breaks. This does not include the authorized use of alcohol at Company-sponsored functions or activities.

To enforce this policy we reserve 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. Entry onto Company property is deemed consent to an inspection of person, vehicle, and/or personal property.

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, we must keep people who sell or possess controlled substances off Company premises in order to keep the controlled substances themselves off the premises.

**Reasonable Suspicion Testing:** In cases where your manager or other member of management has reasonable suspicion to believe that you may possess or are under the influence of drugs and/or alcohol and such use or influence may adversely affect your job performance or the safety of yourself, co-workers, or customers of the

Company, drug and /or alcohol screening may be ordered. The suspicion will be based on objective symptoms such as factors related to your appearance, behavior, and/or speech. Refusal to submit to screening as ordered may result in immediate termination.

**Reasonable Accommodation:** We encourage and will 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.

## **Smoking/Tobacco Use**

In keeping with the Company's intent to provide a safe and healthful work environment, smoking and tobacco use is prohibited on Company property and at a customer's workplace.

## Acknowledgement of Receipt

I have received my copy of House to Home's Employee Handbook. I understand and acknowledge 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. House to Home reserves the right to change my hours, wages, and/or terms and conditions of employment at any time in its sole discretion. I understand and acknowledge that other than the President, no manager 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 acknowledge that nothing in the Employee Handbook creates or is intended to create a contract, promise or representation of continued employment and that employment at House to Home is employment at-will; employment may be terminated at the will of either the Company or me, with or without cause or advance notice. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between House to Home and me concerning the duration of my employment and the circumstances under which my employment may be terminated.

Employee's signature \_\_\_\_\_

Employee's printed name \_\_\_\_\_

Date \_\_\_\_\_

## **Acknowledgement of Receipt – for Personnel File**

I have received my copy of House to Home’s Employee Handbook. I understand and acknowledge 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. House to Home reserves the right to change my hours, wages, and/or terms and conditions of employment at any time in its sole discretion. I understand and acknowledge that other than the President, no manager 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 acknowledge that nothing in the Employee Handbook creates or is intended to create a contract, promise or representation of continued employment and that employment at House to Home is employment at-will; employment may be terminated at the will of either the Company or me, with or without cause or advance notice. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between House to Home and me concerning the duration of my employment and the circumstances under which my employment may be terminated.

Employee’s signature \_\_\_\_\_

Employee’s printed name \_\_\_\_\_

Date \_\_\_\_\_

Please sign and date this page. It will be placed in your personnel file.