

## Employee Handbook

---



[www.srprodsvc.com](http://www.srprodsvc.com)

**April 2015**

## TABLE OF CONTENTS

<b>Chapter 1</b> .....	<b>5</b>
<b>INTRODUCTORY POLICIES</b> .....	<b>5</b>
1001 Introduction .....	6
1002 Statement of At-Will Employment Status .....	6
1003 Integration Clause and the Right to Revise .....	6
1004 Equal Employment Opportunity .....	7
1005 Requests for Accommodation .....	8
1006 Sexual and Other Types of Unlawful Harassment .....	8
1007 Policy Against Retaliation .....	11
1008 Acknowledgement of Receipt - Sexual Harassment & Discrimination Policy .....	12
<b>Chapter 2</b> .....	<b>13</b>
<b>EMPLOYMENT POLICIES AND PRACTICES</b> .....	<b>13</b>
2001 Employee Classifications "New Hires" .....	14
2002 Regular Employees .....	14
2003 Full-Time Employees.....	14
2004 Part-Time Employees.....	14
2005 Exempt Employees .....	14
2006 Non-Exempt Employees .....	15
2007 Temporary Employees.....	15
2008 Inactive Status .....	15
2009 Job Duties .....	15
2010 Work Schedules .....	15
2011 Meal Periods.....	16
2012 Rest Periods.....	17
2013 Recovery Periods for Employees Working Outdoors .....	17
2014 Seating .....	18
2015 Timekeeping Requirements.....	18
2016 Payment of Wages.....	19
2017 Pay for Mandatory Meetings/Training .....	20
2018 Overtime .....	20
2019 Advances.....	21
2020 Personnel Records .....	21
2021 Employee References .....	22
2022 Performance Evaluation and Promotion .....	22
2023 Employee Relations .....	23
2024 Open-Door Policy.....	23
2025 Employment of Relatives.....	24
2026 Bridging of Time.....	24
2027 Reductions in Force .....	24
2028 Involuntary Terminations .....	24
2029 Voluntary Termination.....	25

2030	Sales Commissions.....	25
2031	Employees Who Are Required To Drive .....	25
<b>Chapter 3 .....</b>		<b>27</b>
<b>STANDARD OF CONDUCT .....</b>		<b>27</b>
3001	Prohibited Conduct.....	28
3002	Off-Duty Conduct.....	29
3003	Drug and Alcohol Policy .....	29
3004	Punctuality and Attendance .....	31
3005	Personal Dress Code .....	32
3006	Client Relations.....	33
3007	Confidentiality .....	33
3008	Business Conduct and Ethics .....	34
3009	Media Contacts.....	34
<b>Chapter 4.....</b>		<b>35</b>
<b>OPERATIONAL CONSIDERATIONS.....</b>		<b>35</b>
4001	Employer Property.....	36
4002	Video/Camera Surveillance .....	36
4003	Computers, Databases, E-Mail, Voice Mail and The Internet.....	37
4004	Protection of Trade Secrets and Confidential Information .....	41
4005	Social Media, Social Networking and Weblogs Policy .....	42
4006	Telephone Use .....	44
4007	Off-Duty Use of Facilities .....	45
4008	Employee Property .....	45
4009	Security .....	46
4010	Safety and Accident Prevention .....	46
4011	Smoking Policies .....	47
4012	Housekeeping .....	47
4013	Parking .....	47
4014	Solicitation and Distribution of Literature.....	48
4015	Conducting Personal Business .....	48
<b>Chapter 5.....</b>		<b>49</b>
<b>EMPLOYEE BENEFITS.....</b>		<b>49</b>
5001	Holidays .....	50
5002	Sick Time .....	50
5003	Insurance Benefits .....	51
5004	Leaves of Absence .....	52
5005	Pregnancy Disability Leave of Absence .....	52
5006	Leave for Organ and Bone Marrow Donors.....	53
5007	Leave for Victims of Felony Crimes.....	53
5008	Leave for Victims of Domestic Violence, Sexual Assault, or Stalking .....	53
5009	Unpaid Family School Partnership Leave .....	54

5010	Rehabilitation Leave .....	54
5011	Bereavement Leave .....	55
5012	Personal Leave .....	55
5013	Military Leave .....	56
5014	Jury Duty or Witness Leave .....	56
5015	Time Off For Voting .....	56
5016	Leave for Emergency Rescue Personnel .....	57
5017	Civil Air Patrol Leave .....	57
5018	External Employee Education .....	57
5019	Recreational Activities and Programs .....	58
5020	Workers' Compensation .....	58
5021	Inclement Weather/Natural Disaster .....	59

## Chapter 1

---

### **INTRODUCTORY POLICIES**

## **1001 Introduction**

This handbook has been designed to familiarize SCOTT RAMEY PRODUCTION SERVICES employees with our policies, procedures, work guidelines and benefits. The contents of this handbook, however, constitute only a summary of the employee benefits, personnel policies, and employment regulations in effect at the time of publication. SCOTT RAMEY PRODUCTION SERVICES reserves the right at any time to add, change, delete or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person's consent or agreement. Therefore, other than the at-will agreement and agreement to arbitrate contained in the handbook Employee Acknowledgment and agreement, this handbook should not be construed as creating any kind of "employment contract." As provided in the Employee Acknowledgment and Agreement, nothing in this handbook creates or is intended to create a promise of continued employment for a definite term. Employment at SCOTT RAMEY PRODUCTION SERVICES is employment at-will and may be terminated at the will of either SCOTT RAMEY PRODUCTION SERVICES or the employee, with or without cause or prior notice. This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment. Your status as an "at-will" employee may not be changed except in writing signed by the President of SCOTT RAMEY PRODUCTION SERVICES. If questions arise concerning the interpretation of any SCOTT RAMEY PRODUCTION SERVICES policy or benefit, please contact your immediate supervisor.

## **1002 Statement of At-Will Employment Status**

While we hope that your employment with SCOTT RAMEY PRODUCTION SERVICES will be long lasting, this employment is "at will". In other words, you are free to resign at any time and for any reason sufficient to you, just as SCOTT RAMEY PRODUCTION SERVICES is free to terminate your employment at any time and for any reason. We do not guarantee continued or permanent employment. Although SCOTT RAMEY PRODUCTION SERVICES reserves the right to terminate employment without cause and without giving advance notice, in most non-disciplinary terminations SCOTT RAMEY PRODUCTION SERVICES will try to give reasonable notice. Each employee, in turn, has the right to resign for any reason at any time. We request, but do not require, that if an employee decides to resign, he or she try to give at least two weeks' courtesy notice.

No SCOTT RAMEY PRODUCTION SERVICES supervisor or other employee has the authority to change this at-will relationship except in writing signed by SCOTT RAMEY PRODUCTION SERVICES's President specifically and clearly addressing the subject. For example, a description of pay on an annualized, monthly, or weekly basis, or any other description of tasks, obligations or benefits of employment which refer to some point or duration of time, does not entitle an employee to employment for any specific or minimum duration. This handbook shall supersede any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

## **1003 Integration Clause and the Right to Revise**

This employee handbook contains the employment policies and practices of SCOTT

RAMEY PRODUCTION SERVICES in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

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

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

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

## **1004 Equal Employment Opportunity**

SCOTT RAMEY PRODUCTION SERVICES is an equal opportunity employer and makes employment decisions on the basis of merit, competence and qualifications. We want to have the best available people in every job. Company policy prohibits unlawful discrimination based on race, color, sex (including breast feeding and related medical conditions), religion, marital status, age, national origin, ancestry, citizenship status, uniform service member status, pregnancy, physical or mental disability, protected medical condition, genetic information, gender identity, gender expression, sexual orientation, or any other protected status in accordance with all federal, state or local laws.

SCOTT RAMEY PRODUCTION SERVICES is committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of SCOTT RAMEY PRODUCTION SERVICES and prohibits unlawful discrimination by any employee of SCOTT RAMEY PRODUCTION SERVICES, including supervisors and co-workers. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

If you believe you have been subjected to any form of unlawful discrimination, provide a written complaint to your supervisor or any member of the management team. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. SCOTT RAMEY PRODUCTION SERVICES will immediately undertake an effective, thorough and objective investigation and attempt to resolve the situation.

If SCOTT RAMEY PRODUCTION SERVICES determines that unlawful discrimination and/or a violation of company policy has occurred, effective remedial action will be taken

commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. SCOTT RAMEY PRODUCTION SERVICES will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your co-workers.

### **1005 Requests for Accommodation**

SCOTT RAMEY PRODUCTION SERVICES is committed to complying with the laws protecting qualified individuals with disabilities, as well as employees', unpaid interns' and volunteers' religious beliefs and observances. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual with a disability and/or employees' religious beliefs and observances to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify **Human Resources**. Once SCOTT RAMEY PRODUCTION SERVICES is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify SCOTT RAMEY PRODUCTION SERVICES immediately by speaking to **Human Resources**. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

### **1006 Sexual and Other Types of Unlawful Harassment**

SCOTT RAMEY PRODUCTION SERVICES is committed to providing a work environment that is free of unlawful harassment. In furtherance of this commitment, SCOTT RAMEY PRODUCTION SERVICES strictly prohibits all forms of unlawful harassment, which includes harassment on the basis of race, religion, color, sex (including breast feeding and related medical conditions), gender identity, sexual orientation, national origin, ancestry, citizenship status, uniform service member status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other category protected by applicable state or federal law.

SCOTT RAMEY PRODUCTION SERVICES's policy against unlawful harassment applies to all employees of the Company, including supervisors and managers, as well as to all unpaid interns and volunteers. SCOTT RAMEY PRODUCTION SERVICES prohibits managers, supervisors and employees from harassing co-workers as well as SCOTT RAMEY PRODUCTION SERVICES's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, SCOTT RAMEY PRODUCTION SERVICES prohibits its customers, vendors, suppliers, independent contractors and others doing business with the company from harassing our employees.



Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on gender, transgender and sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwelcome sexual advances.
- Offering an employment benefit (such as a raise or promotion or assistance with one's career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for an employee's failure to engage in sexual activity;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters;
- Verbal sexual advances, propositions, requests or comments;
- Sending sexually-related text-messages, videos or messages via social media;
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations;
- Physical conduct, such as touching, assault, impeding or blocking movement;
- Physical or verbal abuse concerning an individual's actual sex or the perception of the individual's sex; and
- Verbal abuse concerning a person's characteristics such as vocal pitch, facial hair or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning race, color, religion, national origin, age or other protected characteristic. By way of illustration only, and not limitation, prohibited harassment concerning race, color, religion, national origin, age or other protected characteristic includes:

- Slurs, epithets, and any other offensive remarks;
- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Other verbal, graphic, or physical conduct; and

- Other conduct predicated upon one or more of the protected categories identified in this policy.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management. If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person, you should immediately contact a senior manager.

All allegations of sexual harassment will be quickly and discreetly investigated. SCOTT RAMEY PRODUCTION SERVICES prohibits employees from hindering internal investigations and the internal complaint procedure. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise a senior manager, so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including suspension and or termination of employment.

Harassment of our customers/clients, or employees of our customers/clients, vendors, suppliers or independent contractors by our employees is also strictly prohibited. Such harassment includes the types of behavior specified in this policy, including sexual advances, verbal or physical conduct of a sexual nature, sexual comments and gender-based insults. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination.

### **Complaint Procedure**

SCOTT RAMEY PRODUCTION SERVICES has adopted a firm policy against unlawful harassment. Every reasonable step will be taken to prevent unlawful harassment from occurring. In order for SCOTT RAMEY PRODUCTION SERVICES to maintain a workplace free from unlawful harassment, it is mandatory that all employees report any improper incident immediately.

SCOTT RAMEY PRODUCTION SERVICES has established the following procedures to ensure that reported complaints will be resolved quickly and fairly.

- Any employee who believes that he or she has been harassed by another in the course of his or her job duties for SCOTT RAMEY PRODUCTION SERVICES should provide a written or oral complaint to his or her supervisor as soon as possible after the incident. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person, you should immediately contact a senior manager. All details of the incident(s), names of individuals involved, and the names of any witnesses should be included in the report.
- If SCOTT RAMEY PRODUCTION SERVICES determines that unlawful harassment has occurred, it will take effective remedial action in accordance with the circumstances. Any employee determined by SCOTT RAMEY PRODUCTION

SERVICES to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination.

- SCOTT RAMEY PRODUCTION SERVICES will not retaliate or knowingly permit retaliation against an employee for filing a complaint in good faith.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so that we can take whatever steps are necessary to address the situation. SCOTT RAMEY PRODUCTION SERVICES takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

Any questions about SCOTT RAMEY PRODUCTION SERVICES's policy against unlawful harassment or the procedure for filing complaints should be directed to your supervisor. You may also contact your local Department of Fair Employment and Housing (DFEH) office, or follow the link <http://www.dfeh.ca.gov/Contact.htm> to view more information from the DFEH about the complaint process and/or the contact information for your local DFEH office.

### **1007 Policy Against Retaliation**

SCOTT RAMEY PRODUCTION SERVICES is committed to prohibiting retaliation against those who report, oppose, or participate in an investigation of alleged wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Associating with another employee who is engaged in any of these activities;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing informal notice to the Company regarding alleged unlawful activity.

SCOTT RAMEY PRODUCTION SERVICES strictly prohibits any adverse action/retaliation against an employee for participating in an investigation of any alleged wrongdoing in the workplace. If you feel that you are being retaliated against you should immediately contact a senior manager. In addition, if you observe retaliation by another employee, supervisor, manager or non-employee, please report the incident immediately to a senior manager.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

### **1008 Acknowledgement of Receipt - Sexual Harassment & Discrimination Policy**

Sections 1006 & 1007 have been prepared for your information and understanding of SCOTT RAMEY PRODUCTION SERVICES's sexual harassment & discrimination policies, philosophies and practices. PLEASE READ IT CAREFULLY. Upon completion of your review of Section 1006 & 1007, please sign the statement below and return to your Supervisor within seven (7) business days.

I, \_\_\_\_\_, have received and read a copy of SCOTT RAMEY PRODUCTION SERVICES's sexual harassment & discrimination policy and I have familiarized myself with this policy. By my signature below, I acknowledge, understand, accept and agree to comply with Section 1006 & 1007 regarding sexual harassment & discrimination. I understand this policy is not intended to cover every situation that may arise during my employment, but that this policy is a guideline only. I also understand that SCOTT RAMEY PRODUCTION SERVICES has the right to amend, interpret, modify, or withdraw this policy at any time with or without notice. I understand that because SCOTT RAMEY PRODUCTION SERVICES cannot anticipate every issue that may arise during my employment, if I have any questions regarding SCOTT RAMEY PRODUCTION SERVICES's sexual harassment & discrimination policies, I should consult with my supervisor.

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

\_\_\_\_\_  
**Date**

**Date Due:** \_\_\_\_\_

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

\_\_\_\_\_  
**Date**

## Chapter 2

---

### **EMPLOYMENT POLICIES AND PRACTICES**

## **2001 Employee Classifications "New Hires"**

The first 90 days of continuous employment at SCOTT RAMEY PRODUCTION SERVICES is considered an introductory period. During this time you will learn your responsibilities, get acquainted with fellow employees and determine whether you are happy with your job. Also, during this time, your supervisor will closely monitor your performance.

Upon completion of the introductory period, SCOTT RAMEY PRODUCTION SERVICES will review your performance. If SCOTT RAMEY PRODUCTION SERVICES finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. **At this time, you may express suggestions to improve SCOTT RAMEY PRODUCTION SERVICES's efficiency and operations.**

Completion of the introductory period does not entitle you to remain employed by SCOTT RAMEY PRODUCTION SERVICES for any definite period of time. Both you and SCOTT RAMEY PRODUCTION SERVICES are free, at any time, with or without notice and with or without cause, unless it falls under an AB469 category, to end the employment relationship and your compensation.

SCOTT RAMEY PRODUCTION SERVICES may extend this 90-day introductory period, at its sole discretion if it is determined that such an extension is desirable or appropriate for any reason.

## **2002 Regular Employees**

Regular employees are those who have successfully completed the introductory period and work a regular schedule. They are employed for an indefinite period and unspecified length of time. Regular employees may be classified as full-time or part-time.

## **2003 Full-Time Employees**

Regular full-time employees are those who are normally scheduled to work and who do work a schedule of 37.75 hours per week or more. Regular full time employees are eligible for most employee benefits described in this handbook after meeting the applicable service requirements.

## **2004 Part-Time Employees**

Part-time employees are those who normally are scheduled to work and who do work less than 37.75 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part time employees are eligible for some, but not all employee benefits described in this handbook.

## **2005 Exempt Employees**

Exempt employees are those employees meeting the Fair Labor Law Standards'

definition and classified by the company as exempt from overtime provisions.

### **2006 Non-Exempt Employees**

Non-exempt employees are those employees covered by the overtime provisions of applicable state and federal wage and hour laws. Non-exempt employees receive pay in accordance with these laws.

### **2007 Temporary Employees**

Temporary employees are those employed for short-term assignments. Short-term assignments may include special projects or temporary help with abnormally high workloads. Short-term assignments will generally be periods of three months or less, however, such assignments may be extended. Temporary employees are not eligible for employee benefits except where mandated by applicable law.

### **2008 Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds four months will be placed on inactive status. During the time the employee is on inactive status, some benefits will be earned and seniority will not continue to accrue. Being placed in inactive status will not affect your reinstatement rights under applicable state and federal laws.

### **2009 Job Duties**

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

SCOTT RAMEY PRODUCTION SERVICES reserves the right, at any time, with or without notice, unless it falls under an AB469 category, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

### **2010 Work Schedules**

For scheduling please send an email no more than twice a week during normal business hours to [crew@srprodsvc.com](mailto:crew@srprodsvc.com). This must include your full name, telephone number, and available dates. Please note that calls and texts are not acceptable.

For your information and convenience, work schedules are posted on our online calendar. It is your responsibility to check your schedule daily to see if there have been any changes. All employees are expected to be at their assignments at the start of their scheduled shifts, ready to perform their work. As part of our responsibility to our clients

and other employees, employees are expected to work as scheduled, to arrange their personal schedules to accommodate our established working hours, and to notify us as early as possible if they expect to be absent or tardy. It is vital for employees to check their calendar before agreeing to take any jobs in order to eliminate double booking. Unless it is not required by state or federal law, it is the employee's obligation to find a replacement for any jobs they cannot fulfill. The replacement must be an active employee who is already in the payroll system and be approved by a supervisor prior to the job.

Employees who are absent for three days and have not contacted their manager will be assumed to have abandoned their job and voluntarily terminated their employment as of the end of the third day missed. (See section 2029 for more on job abandonment) SCOTT RAMEY PRODUCTION SERVICES's standard workweek begins at 12:01 a.m. on Monday and ends at 12 midnight the following Sunday. A normal working schedule for regular full time employees consists of 40 hours each week, and 8 hours a day.

Factors such as workloads, operating efficiencies, and staffing needs may require variations in schedules and total hours worked in a day or week. The company reserves the right to assign employees to jobs other than their usual assignments when required. In addition, employees may be required to work overtime or other hours than those normally scheduled whenever necessary.

Exchanging work schedules with other employees is discouraged. However, if it is necessary to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for mere convenience or if the exchange will result in disruption of or interference with normal operations or will result in excessive overtime. Requests for a schedule change must be submitted in writing, at least five (5) days ahead of time.

## **2011 Meal Periods**

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours with an uninterrupted 30-minute meal period free from all duty to commence no later than the end of the fifth hour of work and a second uninterrupted 30-minute meal period free from all duty to commence no later than the end of the 10<sup>th</sup> hour, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by your **Manager**, employees must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such employees of all duty during their meal periods, with the employee being at liberty to use the meal period time as the employee wishes. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. Employees may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods they missed. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.



Please note that no Company manager or supervisor is authorized to instruct an employee how to spend his or her personal time during a meal or rest period. Employees should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the **Human Resources Department or the General Manager**.

Waiver of Meal Period. Employees may waive their meal periods only under the following circumstances: If employees will complete their work day in six (6) hours, employees may waive their meal period. Employees who work over ten (10) hours in a day may waive their second meal period only if they take their first meal period and they do not work more than twelve (12) hours that day. Employees may not waive meal or rest periods to shorten their work day or accumulate meal or rest periods for any other purpose.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. Only if the nature of your job duties requires it, and you and the Company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked.

## **2012 Rest Periods**

The Company provides all employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. For example, employees are entitled to one 10 minute rest period for shifts between 3 ½ to 6 hours in length, a second 10 minute rest period for shifts of more than 6 hours and up to 10 hours, a third 10 minute rest period for shifts of more than 10 hours and up to 14 hours, and so on. The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours.

Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are counted as hours worked, and thus, employees are not required to record their rest periods on their timesheets or time cards. However, no supervisor is authorized or allowed to instruct or allow an employee to waive a rest period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees may be required to confirm that they have been provided an opportunity to take all of their rest periods during the pertinent pay period.

## **2013 Recovery Periods for Employees Working Outdoors**

The Company provides all employees working outdoors in temperatures exceeding 85 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five minutes as needed to avoid overheating. Employees are permitted to

access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, employees are not required to record their cool-down periods on their timesheets or time cards.

It is also our policy to relieve employees of all duty during their cool-down periods. As such, no supervisor is authorized or allowed to instruct an employee to waive or skip a cool-down period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Employees should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the **Human Resources Department or the General Manager**.

## **2014 Seating**

The Company provides seating for employees wherever possible. If you do not have seating at your work station and feel you need seating, please let your supervisor or the Human Resources Manager know, and we will look into the situation to determine what can be done.

## **2015 Timekeeping Requirements**

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. "Off clock" work time is not permitted. "Hours worked" is defined by law as all-time an employee is subject to the control of an employer, and includes all time that an employee is suffered or permitted to work, whether or not required to do so. Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action up to and including termination of employment.

Non-exempt/hourly employees are required to complete a time/call sheet and out each day according to the following guidelines:

- Sign in no more than seven (7) minutes before your scheduled time to report to work.
- Sign out when you go for your scheduled meal period.
- Sign in when you return to work after your scheduled meal period.
- Sign out no later than seven (7) minutes after the time you are scheduled to leave work at the end of the day.

Do not sign in until you are ready to report directly to your work area, and do not mark the timecard of another employee or knowingly allow someone else to mark your timecard.

Your signature on the timecard indicates that the time recorded is accurate. It also confirms that you have taken your lunch and breaks for each day worked in the pay period in accordance with Company policies. Your supervisor will sign and approve your timecard at the end of the day. Submitting changes to another employee's timecard, or

allowing another employee to complete your timecard will not be tolerated. Falsifying a time card in any way will not be tolerated and may result in disciplinary action, up to and including termination. Any errors on your timecard should be reported immediately to your supervisor. If a change or correction is made on your timecard, both you and your supervisor must initial it.

Exempt employees do not clock in and out. They may be asked to keep an attendance log to reflect vacation, sick leave, and other whole day absences such as jury duty or if applicable, for billable time for client services or projects. Violations of this policy may result in disciplinary action, up to and including possible termination.

## **2016 Payment of Wages**

SCOTT RAMEY PRODUCTION SERVICES employees are paid bi-weekly, every other Friday. When payday falls on an observed holiday, you will be paid on the preceding regular workday.

While an employee can certainly have his/her actual pay check delivered direct to their desk each pay period, SCOTT RAMEY PRODUCTION SERVICES provides, and encourages, direct deposit of paychecks. This is a service which saves you time and provides added security. With this option, each paycheck will be automatically deposited to your checking or savings account (or divided between the two) as you direct. Each payday, you still receive a pay stub for your records - much like a voided check with all the same information, which would appear on your regular check - except the face of the check is voided. No trips to the bank are necessary because your salary appears in your bank account on payday, or in some cases the night before. Direct Deposit will be initiated one pay period following the receipt of the signed authorization form from the employee.

### **Payroll Inquiries**

Please review your paycheck for errors. Send all payroll inquiries via email to [hr@srprodsvc.com](mailto:hr@srprodsvc.com) with your name, dates/times, and job location.

### **Payroll Deductions**

As required by law, SCOTT RAMEY PRODUCTION SERVICES will deduct Federal and State Income Tax and Social Security (FICA) Tax from your payroll check each pay period. Group Insurance premiums for eligible employee and dependent family members will be deducted from payroll check each pay period, once the employee completes the appropriate authorization forms. Complete records are maintained. Please notify SCOTT RAMEY PRODUCTION SERVICES of any changes in address, marital status and telephone numbers.

### **Reporting Pay**

Non-exempt, full-time employees who report for work on their regularly scheduled eight (8) hour shift will be paid four (4) hours at their regular rate of pay if work is not available and they are sent home. Part-time employees who are required to report and are not assigned work or are furnished less than half the usual scheduled day's work will be paid for half the usual scheduled day's work, but no less than two (2) hours or more than four (4) hours at their regular rate of pay. At the Company's option, employees in these

circumstances may be assigned to other work not normally performed instead of being sent home.

Show-up pay provisions are not applicable under the following conditions:

- Business operations cannot commence or continue due to potentially unsafe conditions to employees or property; or
- Public utilities fail to supply electricity, water, gas, telephone service or there is a failure in the public sewer system; or
- The interruption of work is caused by an act of God or other causes not within the Company's control; or
- The employee is notified in advance not to report for work.

### **2017 Pay for Mandatory Meetings/Training**

SCOTT RAMEY PRODUCTION SERVICES will pay non-exempt employees for their attendance at meetings, lectures and training programs under the following conditions:

- Attendance is mandatory.
- The meeting, course or lecture is directly related to the employee's job.
- The employee who is required to attend such meetings, lectures or training programs will be notified of the necessity for such attendance by his/her supervisor.
- Employees who do perform productive work during attendance at meetings, lectures or training programs will be compensated at their regular rate of pay.
- Any hours in excess of eight in a day or 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

### **2018 Overtime**

As necessary, employees may be required to work overtime. However, it is SCOTT RAMEY PRODUCTION SERVICES's general policy not to ask employees to work in excess of 8 hours per day, or 40 hours per workweek.

For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. Vacation, holidays, sick time, and other time paid for which is not worked, is not counted when calculating overtime. SCOTT RAMEY PRODUCTION SERVICES will attempt to distribute overtime evenly and accommodate individual schedules. A supervisor must previously authorize all overtime work. SCOTT RAMEY PRODUCTION SERVICES provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends 24 hours later. A workweek begins each Monday at 12:01 a.m. Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, shall be paid at a rate one and one-half times the employee's regular rate of pay. Compensation for

the first eight hours worked on the seventh consecutive day worked within a workweek or on a day other than a regularly scheduled work day under a valid alternative work week schedule shall be paid at one and one-half times the employees' regular rate of pay.

Double time will be paid for all hours worked in excess of 12 in one day or in excess of 8 on the seventh consecutive work day within a single workweek.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. No overtime compensation will be paid to managers, or other exempt employees.

## **2019 Advances**

SCOTT RAMEY PRODUCTION SERVICES does not permit advances against paychecks.

## **2020 Personnel Records**

Important events in each employee's history with SCOTT RAMEY PRODUCTION SERVICES will be maintained in the employee's personnel file. Performance reviews, change of status records, commendations and disciplinary warnings are some examples of records maintained.

To ensure that personnel records are up-to-date, each employee is requested to report any changes to his or her supervisor or manager in writing. These include change of address, telephone number, marital status, number and status of dependents, emergency contact information, or important changes in personal status.

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Company representative within 30 days of request. You will be required to complete a form to request access to and copy records in your personnel file. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your version of any disputed item to the file.

SCOTT RAMEY PRODUCTION SERVICES will attempt to restrict disclosure of your personnel file to authorized individuals within SCOTT RAMEY PRODUCTION SERVICES. Any request for information from personnel files must be directed to the personnel manager. Only the personnel manager is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, SCOTT RAMEY PRODUCTION SERVICES will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required. Your personnel records also are subject to review by during periodic internal audits conducted by the Company.

Within thirty (30) days of the employee's written request, or the written request of the employee's designated representative, the SCOTT RAMEY PRODUCTION SERVICES will either make personnel records available to the employee for his or her inspection or provide a copy of the employee's personnel records to the employee or the employee's

designated representative. The employee shall be responsible for the cost of copying.

## **2021 Employee References**

All requests for references must be directed to a member of the management team. No manager, supervisor or employee is authorized to release references for current or former employees. SCOTT RAMEY PRODUCTION SERVICES's policy as to references for employees who have left SCOTT RAMEY PRODUCTION SERVICES is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, SCOTT RAMEY PRODUCTION SERVICES will also provide a prospective employer with information on the amount of salary or wage last earned.

## **2022 Performance Evaluation and Promotion**

Employees will receive periodic performance reviews. The review will be conducted by your supervisor and discussed with you. Your first performance evaluation will take place after the completion of your introductory period. Ongoing performance reviews are normally conducted once per year.

All performance reviews are based on merit, achievement, job description fulfillment and performance at your position. Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluations should help you become aware of your progress, areas for improvement and objectives or goals for future work performance.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases are determined by such factors as punctuality, attendance, efficiency, accuracy, working attitude, cooperation, disciplinary record, and other related issues. Salary increases and promotions are solely within the discretion of SCOTT RAMEY PRODUCTION SERVICES and depend upon many factors in addition to performance. After the review you will be required to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your supervisor, and that you are aware of its contents.

SCOTT RAMEY PRODUCTION SERVICES encourages employees to apply for promotions to positions for which they are qualified. Promotions and transfers shall be based on the ability, qualifications, and potential of the candidates for the positions. Employees who are interested in open positions should contact their supervisor provided they have completed their introductory period. The employee's qualifications, past performance, potential, and capability to assume the responsibilities of the position applied for will be evaluated.

When, in the company's judgment, two or more candidates are equally qualified, length of service with SCOTT RAMEY PRODUCTION SERVICES will be the determining factor. SCOTT RAMEY PRODUCTION SERVICES always reserves the right to hire from outside the company if management feels the position will be better filled with an outside candidate.

## **2023 Employee Relations**

Our sincere conviction is that the best and most rewarding employee management system results from a direct relationship between management and the employees. We believe that our personnel policies and practices adequately resolve work related problems. We encourage you to bring any problem to the attention of your supervisor. We in turn, promise to listen to your concerns with respect, and do our best to help to find an agreeable solution.

**While we cannot guarantee perfect employee relations, we do promise to constantly thrive for the following:**

- To pay fair salaries and provide comprehensive benefits packages for each full time employee.
- To provide a reasonably clean and comfortable atmosphere in which to work.
- To treat each employee with consideration and respect and expect each employee to do the same within his or her working environment.
- To promote from within, whenever possible, on the basis of ability and qualifications.

## **2024 Open-Door Policy**

In the spirit of willingness to listen and our practice of fair dealing, SCOTT RAMEY PRODUCTION SERVICES believes in an open door policy. We encourage you to meet with your immediate supervisor if questions or problems arise relating to your job or feelings of wellbeing. You may also exercise your privilege of requesting meetings with your supervisor and their supervisor.

Please remember, do not keep a problem inside. A solution cannot be reached if others are unaware that a problem exists. Please use this procedure without fear of reprisal.

Suggestions for improving SCOTT RAMEY PRODUCTION SERVICES are always welcome. At some time, you may have a complaint, suggestion or question about your job, your working conditions or the treatment you are receiving. Your good-faith complaints, questions and suggestions also are of concern to SCOTT RAMEY PRODUCTION SERVICES. We ask that you take your concerns first to your supervisor (unless you believe it would be inappropriate to contact that person), following these steps:

1. Within a week of the occurrence, bring the situation to the attention of your immediate supervisor who will then investigate and attempt to provide a solution or explanation.
2. If the problem persists, or if you believe it would be inappropriate to first contact your immediate supervisor you may put it in writing and present it to the next level of management, who will investigate and attempt to provide a solution or explanation. It is recommended that you bring the matter to the next level manager as soon as possible after you believe that your immediate supervisor has failed to resolve the matter, or if you believe it would be inappropriate to first contact that person.

3. If the problem is not resolved, you may present the problem, verbally or in writing, to any senior manager at SCOTT RAMEY PRODUCTION SERVICES who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and SCOTT RAMEY PRODUCTION SERVICES, cannot result in every problem being resolved to your satisfaction. However, SCOTT RAMEY PRODUCTION SERVICES values your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

### **2025 Employment of Relatives**

Relatives of employees may be eligible for employment with SCOTT RAMEY PRODUCTION SERVICES only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. "Relatives" are defined to include spouses, children, siblings, parents, in-laws and step-relatives. Present employees who marry will be permitted to continue working in the job position held only if they do not work in direct supervisory relationship with one another or in job positions involving conflict of interest.

### **2026 Bridging of Time**

SCOTT RAMEY PRODUCTION SERVICES will give credit to employees previously employed by SCOTT RAMEY PRODUCTION SERVICES provided the break in service does not exceed 365 days.

### **2027 Reductions in Force**

Under some circumstances, SCOTT RAMEY PRODUCTION SERVICES may need to restructure or reduce its workforce. If it becomes necessary to restructure our operations or reduce the number of employees, SCOTT RAMEY PRODUCTION SERVICES will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, SCOTT RAMEY PRODUCTION SERVICES will take into account, among other things, operation and requirements, the skill, productivity, ability and past performance of those involved and also, where feasible, the employee's length of service.

### **2028 Involuntary Terminations**

There are circumstances under which employees will be immediately discharged from employment. While those circumstances are within SCOTT RAMEY PRODUCTION SERVICES's sole discretion, SCOTT RAMEY PRODUCTION SERVICES wants to make every reasonable effort to help employees succeed by providing them, whenever appropriate, with notice of deficiencies and an opportunity to improve performance or conduct.



However, all cases of employee discipline are different, and some call for more or fewer steps and employees should not assume that past disciplinary actions with respect to other employees will dictate their own cases.

Employee requests for review of discharge or other disciplinary actions must be in writing and delivered to SCOTT RAMEY PRODUCTION SERVICES's President to avoid miscommunications. Moreover, all supervisors and managers must review disciplinary leaves of absence and discharges of employees with Senior Management in advance to avoid the risk of misunderstanding or unfairness.

## **2029 Voluntary Termination**

An employee who voluntarily resigns his/her employment or fails to report to work for three (3) consecutively scheduled workdays without notice to, or approval by his/her supervisor, is considered to have abandoned their job and voluntarily terminated employment with SCOTT RAMEY PRODUCTION SERVICES. After three (3) days, SCOTT RAMEY PRODUCTION SERVICES will send the absent employee written confirmation that his or her employment has been terminated due to job abandonment. Once notice has been sent, it will be deemed to have been received as of the third day following transmission, after which time SCOTT RAMEY PRODUCTION SERVICES has no further legal obligations to the former employee.

SCOTT RAMEY PRODUCTION SERVICES requests any employee intending to voluntarily resign submit his or her resignation in writing to their supervisor at least two weeks prior to the date of departure. This is requested so that an orderly transition can be made and other employees are not over burdened by the resignation. All Company owned property (keys, identification badges, credit cards, etc.) must be returned immediately upon termination of employment.

Employees must give a minimum of 72 hour notice of resignation in order to receive their final paycheck on their last day.

Exit interviews are encouraged upon termination of employment. The employee and his or her supervisor may arrange an appointment with a member of the management team for an interview. At this time, the employee may make any comments regarding his or her department or SCOTT RAMEY PRODUCTION SERVICES. An employee's comments, based on firsthand experience, can be extremely helpful feedback for the company.

## **2030 Sales Commissions**

Employees who recommend a new client to SCOTT RAMEY PRODUCTION SERVICES and that client contracts for work, will receive a percentage of the profits from that client's job when the project is completed and SCOTT RAMEY PRODUCTION SERVICES is paid.

## **2031 Employees Who Are Required To Drive**

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license, proof of insurance and a driving record acceptable to the Company's insurance carrier. From time to time, employees will be asked to submit a

copy of their driving record. Any changes in your driving record or automobile insurance must be reported to SCOTT RAMEY PRODUCTION SERVICES immediately. Failure to do so may result in disciplinary action, up to and including termination.

Employees who cannot maintain insurance or an acceptable driving record will not be permitted to operate a motor vehicle in the course of their duties. If the employee's job requires driving, failure to maintain insurance and/or an acceptable driving record may result in termination.

All employees driving a vehicle on SCOTT RAMEY PRODUCTION SERVICES business must immediately report to their supervisor any accident and any moving or non-moving violation for which they are cited while driving any vehicle. SCOTT RAMEY PRODUCTION SERVICES accepts no responsibility for citations issued to an employee by any law enforcement agency while driving a vehicle on Company business, except those for mechanical violations on Company owned or leased vehicles. Liabilities created by any citation issued due to driver action will be the responsibility of employees who receive them. SCOTT RAMEY PRODUCTION SERVICES expects employees to obey all traffic laws, including speed limits.

## Chapter 3

---

### **STANDARD OF CONDUCT**

### **3001 Prohibited Conduct**

SCOTT RAMEY PRODUCTION SERVICES's intentions are to provide its employees with a good working environment, which provides the opportunity to achieve results. Our management is expected to be fair in their working relationships, but they are also expected to apply consistent, equitable discipline when performance or behavior does not meet expectations. Violation of SCOTT RAMEY PRODUCTION SERVICES's conduct standards may result, at management's sole discretion, in one of the following forms of disciplinary actions – verbal warning, written warning, suspension, or termination. In arriving at a decision for appropriate action, the following may be considered: the seriousness of the violation, the employee's past record at SCOTT RAMEY PRODUCTION SERVICES, the circumstances concerning the matter.

The following conduct is prohibited and will not be tolerated by SCOTT RAMEY PRODUCTION SERVICES. This list of prohibited conduct is illustrative only; other types of conduct injurious to security, personal safety, employee welfare and SCOTT RAMEY PRODUCTION SERVICES's operations also may be prohibited.

1. Falsification of employment records, employment information or other Company records.
2. Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another employee's.
3. Theft, deliberate or careless damage or destruction of any Company property or the property of any employee or client.
4. Removing or borrowing Company property without prior authorization.
5. Unauthorized use of Company equipment, time, materials, or facilities.
6. Provoking a fight or fighting during working hours or on Company property.
7. Participating in horseplay or practical jokes on Company time or on Company premises.
8. Carrying firearms or any other dangerous weapons on Company premises at any time.
9. Engaging in criminal conduct whether or not related to job performance.
10. Causing, creating or participating in a disruption of any kind during working hours on Company property.
11. Refusal to acknowledge and/or follow expressed and acknowledged behavior, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.
12. Using abusive language at any time on Company premises.
13. Failure to notify a supervisor when unable to report to work. (No Call / No Show)
14. Unreported absence of three (3) consecutive scheduled workdays.
15. Failure to obtain permission to leave work for any reason during normal working hours.
16. Failure to observe working schedules, including rest and lunch periods.
17. Failure to provide a physician's certificate when requested or required to do so.
18. Sleeping or malingering on the job.
19. Making or accepting personal telephone calls of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances.

20. Working overtime without authorization or refusing to work assigned overtime.
21. Wearing extreme, unprofessional or inappropriate (determined at manager's discretion) styles of dress or hair while working.
22. Violation of any safety, health, security or Company policies, rules or procedures.
23. Committing a fraudulent act or a breach of trust under any circumstances.
24. Unlawful harassment.

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

### **3002 Off-Duty Conduct**

While SCOTT RAMEY PRODUCTION SERVICES does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with SCOTT RAMEY PRODUCTION SERVICES's legitimate interests. For this reason, illegal off-duty conduct by an employee that adversely affects SCOTT RAMEY PRODUCTION SERVICES's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

While employed by SCOTT RAMEY PRODUCTION SERVICES, employees are expected to devote their energies to their jobs with SCOTT RAMEY PRODUCTION SERVICES. The following types of employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at SCOTT RAMEY PRODUCTION SERVICES;
- Additional employment that creates a conflict of interest.
- Additional employment that impairs or has a detrimental effect on the employee's work performance with SCOTT RAMEY PRODUCTION SERVICES;
- Additional employment that requires the employee to conduct work or related activities on SCOTT RAMEY PRODUCTION SERVICES property during the employer's working hours or using SCOTT RAMEY PRODUCTION SERVICES facilities and/or equipment;

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

### **3003 Drug and Alcohol Policy**

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana) or other unauthorized or mind-altering or intoxicating substances while on SCOTT RAMEY PRODUCTION SERVICES property (including parking areas and grounds), or while otherwise performing their work duties away from SCOTT RAMEY PRODUCTION SERVICES. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana), and from having excessive amounts of otherwise lawful controlled substance in their systems. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his/her job.

### **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

### **Notification of Impairment**

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her immediate supervisor.

### **Who is Tested**

Employees may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, coworker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work related injury or accident.

Employees in safety sensitive positions may be tested on a random or periodic basis. In addition, various job classifications are categorically subject to random or periodic drug testing to the extent permitted by applicable state and federal laws.

### **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including

termination of employment.

### **Enforcement Policy**

In order to enforce this policy and procedures, SCOTT RAMEY PRODUCTION SERVICES may investigate

potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. Employees will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, to submit to screening or for failing to execute consent forms when required by the Company.

### **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus employees should have no expectation of privacy for personal belongings brought on Company premises. Where the employee is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the employee for the lock. Any such searches will be coordinated with a representative of management. The Company may use unannounced drug detection methods to conduct searches.

### **What Happens When an Employee Tests Positive for Prohibited Substances**

All employees who test positive in a confirmed substance test will be subject to discipline, up to and including termination.

## **3004 Punctuality and Attendance**

As an employee of SCOTT RAMEY PRODUCTION SERVICES, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, others must perform your workload, just as you must assume the workload of others who are absent.

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

If you are unable to report for work on any particular day, you must call your lead on site as soon as possible. If you cannot get a hold of the lead after 15 minutes you must inform the person who booked you on the job. If you call less than one hour before your scheduled time to begin work, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of

any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work.

Excessive absenteeism or tardiness (whether excused or not) will not be tolerated, unless the absence is due to an ADA covered reason or other protected leave and SCOTT RAMEY PRODUCTION SERVICES receives appropriate notice and, where applicable, appropriate documentation. This Company defines excessive absenteeism as more than 3 days absent in a one-month period. Excessive tardiness will be grounds for disciplinary action as defined in section 2029.

If you fail to report for work for any reason without any notification to your supervisor and your absence continues for a period of three days, SCOTT RAMEY PRODUCTION SERVICES will consider that you have abandoned your employment and have voluntarily terminated.

### **No Call / No Show Policy**

- **Authorized No Call / No Show – Unforeseen Emergencies**
  - If an employee is a No Call / No Show for a shift and he/she would like the absence to be considered an unforeseen emergency, the employee has three calendar days following his/her return to work to provide his/her supervisor with additional information and/or documentation regarding the absence.
  - If the No Call / No Show is determined by Management, in conjunction with Human Resources, to be an authorized absence due to an unforeseen emergency, the employee is allowed to use appropriate accrued leave, if available, for the absence.
  - Management may consider extenuating circumstances when determining discipline for a No Call / No Show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.
- **Unauthorized No Call/ No Show**
  - If the No Call / No Show is determined not to be an unauthorized No Call / No Show the employee receives “no pay” for all time not worked.
  - Any unauthorized No Call / No Show results in the administration of corrective action or discipline as follows:
    - The first instance of a No Call / No Show will result in a final written warning.
    - The second separate offense a No Call / No Show may result in termination of employment with no additional disciplinary steps.

### **3005 Personal Dress Code**

As an employee of SCOTT RAMEY PRODUCTION SERVICES, we expect you to present a clean and professional appearance when you represent us, whether that is in, or outside of, the office. Clothing should be neat, clean and tasteful. No clothing with offensive language or gestures is allowed. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Certain employees are required to wear the Company-provided t- shirt and must take care of their shirts and report any wear or damage to their supervisors. Supervisors will



inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor.

It is essential that you act in a professional manner and extend the highest courtesy to clients, co-workers, visitors and vendors. A cheerful and positive attitude is essential to our commitment to extraordinary client service and impeccable quality.

### **3006 Client Relations**

We are a service business and all of us must remember that clients always come first. Clients are to be treated courteously and given proper attention at all times. Never regard a client's question or concerns as an interruption or an annoyance. Client inquiries whether in person or by telephone must be addressed promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Return all business phone calls the same day they are received or the morning of the next business day.

Through your conduct, show your desire to assist the client in obtaining the help he or she needs. If you are unable to help a client, find someone who can.

All correspondence and documents, whether to clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a client. If a problem develops or if a client remains dissatisfied, ask your supervisor to intervene.

### **3007 Confidentiality**

SCOTT RAMEY PRODUCTION SERVICES requires all employees to sign a confidentiality agreement as a condition of employment, due to the possibility of being privy to information, which is confidential and/or intended for company use only. All employees are required to maintain such information in strict confidence. This policy benefits you, as an employee, by protecting the interests of SCOTT RAMEY PRODUCTION SERVICES in the safeguard of confidential, unique and valuable information from competitors or others.

No employee is authorized to copy or disclose any confidential information of the Company. Confidential information includes all letters or any other information concerning transactions with customers, customer lists, payroll or personnel records of past or present employees, financial records of the Company, all records pertaining to purchases from vendors or suppliers, correspondence and agreements with manufacturers or distributors and documents concerning operating procedures of the Company. All telephone calls, letters, or other requests for information about current or former employees should be immediately directed to Human Resources or the President. In addition, Human Resources and President are the only authorized employees to release, disseminate or communicate any confidential information as defined above or

to make a public comment on these matters to individuals or entities outside of the Company.

Should an occasion arise in which you are unsure of your obligations under this policy, it is your responsibility to consult with your supervisor. Failure to comply with this policy could result in disciplinary action, up to and including termination.

**SCOTT RAMEY PRODUCTION SERVICES Records and Confidential Information**

All SCOTT RAMEY PRODUCTION SERVICES records and property, including client lists, expiration dates, personnel information and related information, are the sole property of SCOTT RAMEY PRODUCTION SERVICES and are not to be used for any other purpose other than to benefit SCOTT RAMEY PRODUCTION SERVICES. This information is strictly confidential and is not to be taken out of the SCOTT RAMEY PRODUCTION SERVICES office or discussed with anyone not affiliated with SCOTT RAMEY PRODUCTION SERVICES. Failure to protect such confidential information may result in immediate termination. Any inquiries regarding such information should be referred and reported to management.

**3008 Business Conduct and Ethics**

No employee should accept cash gifts from any client, vendor, supplier or other person doing business with SCOTT RAMEY PRODUCTION SERVICES without written approval from their manager. Please discuss expenses paid by such persons for business meals or trips with SCOTT RAMEY PRODUCTION SERVICES in advance. In no event may a gift, gratuity or expense payment influence a business decision, transaction or service.

**3009 Media Contacts**

Employees may be approached for interviews or comments by the news media. Only contact people designated by the President may comment on behalf of the Company, on Company policy or events that have an impact on SCOTT RAMEY PRODUCTION SERVICES. Employees should not speak to the media on the Company's behalf without contacting Human Resources or the President. All media inquiries should be directed to them.

## Chapter 4

---

### **OPERATIONAL CONSIDERATIONS**

## **4001 Employer Property**

Desks and office equipment are Company property and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. SCOTT RAMEY PRODUCTION SERVICES reserves the right to inspect all Company property to ensure compliance with its rules and regulations. Such inspections can occur at any time, with or without advance notice or consent. Such an inspection may be conducted during, before, or after working hours by any supervisor or manager.

Voice mail and/or Electronic mail (E-mail) are to be used for business purposes only. SCOTT RAMEY PRODUCTION SERVICES reserves the right to listen to voice mail messages and to access E-mail messages to ensure compliance with this rule, without notice to the employee and/or in the employee's absence.

It may be necessary to assign and/or change "passwords" and personal codes for employee voice mail, E-mail, or computer access. These items are to be used for company business and they remain the property of SCOTT RAMEY PRODUCTION SERVICES. SCOTT RAMEY PRODUCTION SERVICES may keep a record of all passwords/codes used and/or may be able to override any such password system.

Prior authorization must be obtained from a member of the management team before any **Company** property may be removed from the premises.

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

Terminated employees should remove any personal items at the time they leave SCOTT RAMEY PRODUCTION SERVICES. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of the employee's termination.

## **4002 Video/Camera Surveillance**

The company prohibits employee possession or use of cameras in the workplace, including camera phones, as a preventative step believed necessary to secure employee privacy, trade secrets and other business information. However, the company reserves the right to install security cameras in work areas for specific business reasons, such as security, theft protection, protection of proprietary information, etc.

Employees should be aware that the company may find it necessary to monitor work areas with security cameras when there is a specific job- or business-related reason to do so. The company will only do so after first ensuring that such action is in compliance with state and federal laws. Employees should not expect privacy in work-related areas as a result of this policy. Privacy of employees in nonwork areas will be respected to the extent possible. Reasonable belief of on-site drug use, physical abuse, theft or similar circumstances would be possible exceptions. Legal advice will be sought in advance in such rare cases where

nonwork area privacy must be compromised.

### **4003 Computers, Databases, E-Mail, Voice Mail and The Internet**

The following policy governs the use of all Company-owned computers, databases, personal computers used for company business, e-mail and voice mail systems, and Internet access via SCOTT RAMEY PRODUCTION SERVICES computers and/or data lines, hereinafter referred to in this policy as “Company computer systems”. Personal computers used for SCOTT RAMEY PRODUCTION SERVICES business include laptops or home computers that are connected with the Company's network on a regular or intermittent basis. This policy may not be changed except in a written document issued by the President of the Company or the Human Resources Department.

All Company computers, e-mail and voice mail facilities, and Internet access accounts are SCOTT RAMEY PRODUCTION SERVICES's property to be used to facilitate the business of the Company. All information that is temporarily or permanently stored, transmitted or received with the aid of SCOTT RAMEY PRODUCTION SERVICES's computers, e-mail (including personal password-protected web-based e-mail) and Internet remain the sole and exclusive property of SCOTT RAMEY PRODUCTION SERVICES. As such, employees should have no expectation of privacy in connection with their access and use of such equipment and systems.

Employees should not use or access SCOTT RAMEY PRODUCTION SERVICES's computers, databases, voice mail, e-mail and Internet systems in any manner that is unlawful, inappropriate wasteful of Company resources, or contrary to SCOTT RAMEY PRODUCTION SERVICES's best interests. These electronic tools are provided to assist employees with the execution of their job duties and should not be abused.

#### **Company Property**

All software that has been installed on SCOTT RAMEY PRODUCTION SERVICES computers and personal computers used for Company business is SCOTT RAMEY PRODUCTION SERVICES property and may not be used for any non-business, unlawful or improper purpose. In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on SCOTT RAMEY PRODUCTION SERVICES computers, and all data temporarily or permanently received, collected, downloaded, uploaded, copied and/or created on non-Company computers used for SCOTT RAMEY PRODUCTION SERVICES business that relates in any manner to the SCOTT RAMEY PRODUCTION SERVICES's business is subject to monitoring by the Company, is the exclusive property of SCOTT RAMEY PRODUCTION SERVICES and may not be copied or transmitted to any outside party or used for any purpose not directly related to the business of SCOTT RAMEY PRODUCTION SERVICES.

Upon termination of employment, an employee shall not remove any software or data from SCOTT RAMEY PRODUCTION SERVICES computer systems and shall completely remove all data collected, downloaded and/or created on non-Company computers used for SCOTT RAMEY PRODUCTION SERVICES business that relate in any manner to the SCOTT RAMEY PRODUCTION SERVICES 's business. Upon request of SCOTT RAMEY PRODUCTION SERVICES, a terminating employee shall provide proof that such data has been removed from all personal computers used for SCOTT RAMEY PRODUCTION

SERVICES business.

**Proper Use**

Employees are strictly prohibited from using SCOTT RAMEY PRODUCTION SERVICES computers, databases, SCOTT RAMEY PRODUCTION SERVICES e-mail and SCOTT RAMEY PRODUCTION SERVICES voice mail systems, and SCOTT RAMEY PRODUCTION SERVICES Internet access accounts, or personal computers used for SCOTT RAMEY PRODUCTION SERVICES business, for any improper purpose such as the improper access or transfer of company trade secrets or confidential and proprietary information except for legitimate company business. Further, SCOTT RAMEY PRODUCTION SERVICES's Anti-Discrimination Policy and Policy Against Harassment extend to the use of the Company's computers, databases, e-mail, voice mail and Internet systems and personal computers used for Company business. Any employee who uses the Company's computers, e-mail, voice mail and Internet systems in violation of these policies will be subject to discipline, up to and including immediate termination.

It is not possible to identify every type of inappropriate or impermissible use of SCOTT RAMEY PRODUCTION SERVICES's computers, databases, e-mail, voice-mail and Internet systems. Employees are expected to use their best judgment and common sense at all times when accessing or using these systems. The following conduct, however, is strictly prohibited:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, color, sex, national origin, citizenship status, age, disability, or any other status protected under federal, state and local laws.
- Employees may not use the Company's computers, e-mail, voice mail and Internet systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, receive, transmit or print pornographic, obscene or sexually offensive material or information; and may not transmit, retrieve, download, store or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees are strictly prohibited from altering, transmitting, copying, downloading or removing any proprietary, confidential, trade secret or other information of the Company, or of the Company's customers without authorization. In addition, employees may not alter, transmit, copy or download proprietary software, databases and other electronic files without proper and legally binding authorization.
- Employees should not download, transmit, or retrieve messages from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. AOL Instant Messenger and Yahoo Messenger), Internet chat rooms and bulletin boards during their work shift, unless such activity is necessary for business purposes.

- Employees may not use or allow another individual to use the Company's computers, databases, e-mail and Internet systems for any purpose that is either damaging or competitive with the Company or detrimental to its interests. All such access and use is unauthorized.
- Employees are strictly prohibited from using the Company's computers, e-mail or Internet systems in any manner that violates the federal Anti-SPAM law.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload or copy software or other copyrighted or otherwise legally protected information through the Company's computers, e-mail and Internet systems without prior authorization.
- Employees may not solicit personal business opportunities or conduct personal advertising through the Company's computers, e-mail or Internet systems.
- Employees may not engage in gambling of any kind, monitor sports scores, or play electronic games through the Company's computers, e-mail or Internet systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download or store messages or images related to the purchase or sale of stocks, bonds or other securities through the Company's computers, e-mail or Internet systems.
- Employees are permitted to access company computers and databases solely and exclusively to further the company's legitimate business interests. Employees are restricted from accessing company computers, equipment, databases or systems and from disclosing information contained therein for any purpose which does not advance the employer's legitimate business interests.
- See Social Media, Social Networking and Weblogs Policy for information about proper use of these applications.

#### **Unsolicited E-mail**

Electronic mail has become an extremely important and efficient means of communication, particularly in the business world. However, the abuse of electronic mail systems, as well as the receipt and transmission of unsolicited commercial electronic mail places an incredible drain on SCOTT RAMEY PRODUCTION SERVICES's servers and network, and imposes significant monetary costs to filter and remove unsolicited e-mails from our system. To eliminate the receipt and transmission of unsolicited commercial electronic mail, SCOTT RAMEY PRODUCTION SERVICES complies with the federal "CAN-SPAM" law. All employees are responsible for complying with the federal Anti-Spam regulations and therefore may not use SCOTT RAMEY PRODUCTION SERVICES's computers, servers, network or e-mail system to:

- Transmit unsolicited commercial electronic mail promoting the Company's

business, goods, products and services without prior authorization.

- Transmit unsolicited commercial electronic mail promoting the employee's personal business, goods, products and services.
- Transmit commercial electronic messages to the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- Initiate a transmission of a commercial e-mail message that contains or is accompanied by false or misleading information.

In addition, to help SCOTT RAMEY PRODUCTION SERVICES eliminate the receipt of unsolicited commercial e-mail from outside parties advertising various websites, products or services and to further prevent the receipt of offensive or undesired outside e-mail, you should:

- Not use your SCOTT RAMEY PRODUCTION SERVICES computer to access any website not directly related to Company business; and
- Delete unfamiliar/ suspicious e-mail from outside the Company without opening it.

### **Monitoring**

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computers or personal computers used for Company business, or on the Company's voicemail system may be accessed by the Company at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for SCOTT RAMEY PRODUCTION SERVICES computers or personal computers used for SCOTT RAMEY PRODUCTION SERVICES business to **Human Resources**. Changing passwords or creating new passwords without notifying **Human Resources** is strictly prohibited.

SCOTT RAMEY PRODUCTION SERVICES 's monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems; review of personal e-mail (including personal web-based password-protected e-mail) and text messages accessed using Company computers and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

### **System Integrity**

Because outside storage devices may compromise SCOTT RAMEY PRODUCTION SERVICES's systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first (1) obtaining specific authorization from **Human Resources**, and (2) scanning the data for viruses. Any employee who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful



misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination of employment. Employees who damage the Company's computer system through its unauthorized use may additionally be liable for the costs resulting from such damage. Employees who misappropriate copyrighted or confidential and proprietary information, or who distribute harassing messages or information, or who access the computer systems and information it stores and processes without authorization may additionally be subject to criminal prosecution and/or substantial civil money damages.

## **4004 Protection of Trade Secrets and Confidential Information**

As part of their employment with the Company, employees may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its customers (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees will not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company which employees prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of employment, or at the Company's request at any time.

#### **4005 Social Media, Social Networking and Weblogs Policy**

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, MySpace, Digg, Flickr, Twitter, LinkedIn, Tumblr, Reddit, and web blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liabilities, it is necessary for the Company to provide these guidelines. For example, there are special requirements applicable to publishing promotional content online. Promotional content is content designed to endorse, promote, sell, advertise or otherwise support a company's products or services. These guidelines are intended to address these and other similar matters.

In addition to ensuring that employee use of social media does not create any legal liabilities, these guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Employees are prohibited from the following:

- Using or disclosing the Company's trade secret information or proprietary information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business

- plans, and does not include information related to wages, hours and working conditions.
- Using or disclosing a client's, vendor's, partner's or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property or business use only.
  - Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, harassment, or hostility on account of any protected category, class, status, act or characteristic.
  - Infringing on Company logos, brand names, taglines, slogans or other trademarks. Respect the laws regarding copyrights, trademarks, rights of publicity and other third party rights.
  - Posting or displaying content that is an intentional public attack on the quality of the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
  - Unless authorized and approved by the Company, disclosing or publishing any promotional content, as defined above, about the Company or its products. If content regarding a Company product or service could be relied on by the public or customers, employees should indicate that their views are their own and do not reflect the views of the Company.
  - Engaging in activities that involve the use of social media that violate other established Company policies or procedures.
  - Using social media while on work time, which is the time employees are engaged in work, unless it is being done for Company business and with the authorization of the Company.
  - Posting a photograph of a supervisor, manager, vendor, supplier, or customer without that individual's express permission.

Violations of this policy may result in disciplinary action up to and including termination. If you have any questions about this policy, contact your supervisor or Human Resource representative.

Employees may not use employer-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities.

Employees should know that the Company has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice. This is particularly true in cases involving the use of Company equipment or systems.

**Social media account ownership:** To the extent an employee is authorized as part of his/her job duties to use social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

### **4006 Telephone Use**

Company telephones are to be used for business purposes serving the interests of our agents and companies in the course of normal company operations. On occasion, personal calls may be necessary, but we ask your cooperation in limiting them to emergencies or essential personal business, and in keeping them as brief as possible. Any personal long distance calls must be approved by an employee's supervisor in advance. **The use of cell phones for personal use while at work is prohibited, except in cases of emergency.**

#### **Cellular Phones, PDAs, And Other Handheld Electronic Devices**

While at work, employees are expected to exercise the same discretion in using personal cellular phones, PDAs, and other handheld electronic devices as is expected for the use of all Company devices and equipment. In the remainder of this policy, these devices are collectively referred to as "handheld devices." Excessive use of these handheld devices during the workday can interfere with employee productivity and be distracting to others. A reasonable standard is to limit personal calls, and personal text messaging, instant messaging, emailing and other means of electronic communications during work time to no more than one per day as needed. Employees are, therefore, asked to use these handheld devices for personal use outside of working hours, and to ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention. The Company will not be liable for the loss of handheld devices brought into the workplace.

#### **Personal Use of Company-Provided Handheld Devices**

Where job or business needs demand immediate access to an employee, the Company may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from an employee paycheck any charges incurred for an employee's personal or unauthorized use of the handheld devices.

#### **Recording Devices**

To maintain the security of our premises and systems, and the privacy of our employees and customers, the Company prohibits unauthorized photography, and audio or video recording of its employees, confidential documents, or customers. This prohibition includes the use of cell phones equipped with cameras and audio and video recording

capabilities. Employees may not use a cell phone, camera phone, PDA or any other handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or other Company policies. Employees may not use a cell phone, camera phone, PDA or any other handheld device in any way that may be seen as insulting, disruptive, obscene, offensive, or harmful to morale. Employees are strictly prohibited from taking any photographs or videos using any handheld device on Company premises. Employees who violate this policy are subject to discipline, up to and including immediate termination of employment.

#### **Safety Issues for Handheld Devices**

Employees are expected to refrain from using their handheld devices while driving in connection with their job duties. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to fulfill business needs. If an employee needs to make a phone call while driving, the employee must use a hands-free device. However, under no circumstances may an employee use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or email messages.

Employees who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

#### **Special Responsibilities for Managerial Staff**

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

#### **Reimbursement**

The Company reimburses employees for business expenses reasonably incurred in performing their duties, including employees' mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a rate of up to \$100 per month, subject to the approved submission of a copy of your cellular phone bill by the first week after you receive your bill. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than \$100 per month, please contact Human Resources. To the extent possible, employees should conduct Company business by using a Company-provided land line rather than by their personal cellular phones.

### **4007 Off-Duty Use of Facilities**

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property or Company equipment for personal use.

### **4008 Employee Property**

An employee's personal property, including but not limited to, packages, purses and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property.

### **4009 Security**

The following security considerations are offered to help maintain a secure workplace. Be aware of persons loitering for no apparent reason (e.g., in parking areas, walkways, entrances/exits and service areas). Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your workstation that may be accessible. Completer Entertainment business documents sometimes contain private and proprietary information and should not be left in places where they are open to public inspection.

### **4010 Safety and Accident Prevention**

Safety is a joint venture at SCOTT RAMEY PRODUCTION SERVICES. SCOTT RAMEY PRODUCTION SERVICES provides a clean, hazard free, healthy, safe environment in which to work in accordance with the Occupational Safety and Health Act of 1970. As an employee, you are expected to take active part in maintaining this environment. You should observe all posted safety rules, adhere to all safety instructions provided by your supervisor and use safety equipment where required. Your work place should be kept neat, clean and orderly. It is your responsibility to learn the location of all safety and emergency equipment, as well as the appropriate safety contact phone numbers.

Most accidents can be avoided by simply being more careful. Employees are expected to follow these common-sense rules for safety, and to develop an attitude for safety.

#### **General Rules**

- Report all unsafe or potentially hazardous conditions, such as broken or splintered chairs or tables, defective equipment, torn carpeting, uneven floors, loose rails, unsafe tools, or knives, broken china or glass, etc.
- Aisles and passageways must be kept clean and free from obstructions.
- Do not permit brooms, pails, mops, cans, boxes or any other objects to remain where someone may fall over them.
- Wipe up any grease or wet spots on stairs or floors, at once.
- Wear safe and sensible clothes while on duty.
- Follow all safety rules and procedures.
- Wear safe shoes with good soles, and required steel toed shoes and work boots.
- Take sufficient time to serve the client properly. Being in a hurry may cause an accident.
- Help new employees to work safely on the job. Show them the right way to do the job.
- Help them to learn a safety attitude.

#### **Preventing Slips and Falls**

- If you spill it, wipe it up.
- If you drop it, pick it up.

- Keep you work area clean and dry.
- Mop and dry mop small areas at a time.
- Watch your step on tile floors.
- Walk, don't run.
- Remove or report aisle obstructions.
- Report any leaky or dripping equipment.

All safety equipment will be provided by SCOTT RAMEY PRODUCTION SERVICES and employees will be responsible for the reasonable upkeep of this equipment. Any problems with or defects in equipment should be reported immediately to management.

As an employee, you have a duty to comply with the safety rules of SCOTT RAMEY PRODUCTION SERVICES, assist in maintaining the hazard free environment, to report any accidents or injuries - including any breaches of safety - and to report any unsafe equipment, working condition, process or procedures, at once to a supervisor.

Employees should report safety violations or injuries to their supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person, you should immediately contact a senior manager. No employee will be punished or reprimanded for reporting safety violations or hazards. However, any deliberate or ongoing safety violation, or creation of hazard, by an employee will be dealt with through disciplinary action by SCOTT RAMEY PRODUCTION SERVICES, up to and including termination.

All work related accidents are covered by Worker's Compensation Insurance pursuant to the laws of California.

### **4011 Smoking Policies**

SCOTT RAMEY PRODUCTION SERVICES endeavors to provide a healthy environment, therefore prohibits any form of tobacco consumed in company buildings, job sites, and/or client locations. Additionally, no smoking is allowed within twenty (20) feet of exterior entranceways. No Smoking is allowed in the restrooms. This policy specifically extends to electronic cigarettes ("e-cigarettes") or any other personal vaporizing devices.

**Please note:** Smoking must be limited to the appropriate break periods. Under California law rest period time is based on the total hours worked daily, and only one ten-minute rest period need be authorized for every four hours of work or major fraction thereof.

### **4012 Housekeeping**

All employees are expected to keep their work areas clean and organized. Common areas such as the kitchen and restrooms should be kept clean by those using them. Please clean up after meals. Dispose of trash properly.

### **4013 Parking**

SCOTT RAMEY PRODUCTION SERVICES has a limited number of parking spaces available for employees. Employees should park in designated areas as instructed by SCOTT RAMEY PRODUCTION SERVICES. Parking spaces closest to the office building should be made available to clients and visitors if necessary.

#### **4014 Solicitation and Distribution of Literature**

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

No employee shall solicit or promote support for any cause either verbally or in writing or organization during his or her working time. No employee shall solicit or promote support for any cause either verbally or in writing or organization during the working time of the employee or employees at whom such activity is directed. Working time includes the working time of both the employee doing the soliciting and distributing and the employee to whom the soliciting or distributing is being directed. Working time does not include break periods, meal periods, or any other specified periods during the workday when employees are properly not engaged in performing their work tasks.

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

Under no circumstances will "outsiders" or non-employees be permitted to solicit or to distribute written material for any purpose on Company property, with the exception of approved entities that are permitted to do so under established California employer guidelines.

#### **4015 Conducting Personal Business**

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



## Chapter 5

---

### **EMPLOYEE BENEFITS**

## 5001 Holidays

The following holidays are paid at time and a half only if an employee is asked to work on a specific holiday. If the employee does not work on a holiday, no holiday pay will be provided.

**New Year's Day**  
**Thanksgiving**  
**Memorial Day**  
**Christmas Eve After 5pm**  
**Christmas Day**  
**Independence Day**

**Labor Day**  
**President's Day**  
**Martin Luther King Day**  
**Easter**  
**Columbus Day**  
**Veteran's Day**

Holiday pay is not considered "hours worked" when computing overtime pay.

## 5002 Sick Time

Beginning July 1, 2015, the Company will provide paid sick leave to employees who have worked 30 or more days in California within a year of their employment with the Company. The sick leave year runs from anniversary to anniversary for individuals employed after July 1, 2015, or from the effective date of the policy for current employees. Eligible employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours or six days of paid sick leave per year. After successfully completing 90 days of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 24 hours or 3 days of paid sick leave per year. Employees may not use accrued paid sick leave in increments of less than two (2) hours.

A maximum of 48 hours or six days of accrued paid sick leave will carry over each year. Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee. Generally, the dollar amount of your sick pay is based on your hourly wage. However, if an employee, within 90 days before taking accrued sick leave, had different hourly pay rates, was paid by commission or piece rate, or was a nonexempt salaried employee, the dollar amount of the sick leave will be calculated based upon the amount earned during the 90-day period and the total hours worked in the full pay periods of the prior 90 days. Consult the Human Resources Department for more information.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where the need for paid sick leave is unforeseeable, employees must provide notice as soon as practicable. Accrued, unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated. Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact Human Resources.

### **5003 Insurance Benefits**

**Disability Insurance:** Each employee contributes 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 SCOTT RAMEY PRODUCTION SERVICES or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the personnel manager.

**Family Temporary Disability Insurance ("FTDI"):** Effective January 1, 2004 each employee began contributing to the State of California to provide Paid Family Care Leave. Contributions are made through payroll deduction. FTDI is another disability benefits program that is administered by California's Employment Development Department which allows eligible employees to receive compensation for lost wages, for up to six (6) weeks in a twelve month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parents-in-law, or to bond with a new child. More information about PFL is available from the personnel manager.

Despite its name, the FTDI is not a "leave" program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to Company policy. You will be required to use up to two weeks of accrued vacation prior to receiving FTDI benefits during any twelve month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify the Company if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you receive FTDI benefits based on the serious health condition of certain family members that require your care. You may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

**Unemployment Compensation:** SCOTT RAMEY PRODUCTION SERVICES contributes thousands of dollars each year to the California Unemployment Insurance Fund on behalf of its employees.

**Social Security:** Social Security is an important part of every employee's retirement

benefit. SCOTT RAMEY PRODUCTION SERVICES pays a matching contribution to each employee's Social Security taxes.

**Workers' Compensation:** At no cost to you, you are protected by Unemployment Compensation's workers' compensation insurance policy while employed by Unemployment Compensation. The policy covers you in case of occupational injury or illness.

### **5004 Leaves of Absence**

SCOTT RAMEY PRODUCTION SERVICES may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor during your leave, and to give prompt notice if there is any change in your return date. If your leave expires and you have not contacted your supervisor or SCOTT RAMEY PRODUCTION SERVICES, it will be assumed that you do not plan to return and that you have terminated your employment. Upon return from an approved leave of absence, you will be credited with the full employment status, which existed prior to the start of the leave.

### **5005 Pregnancy Disability Leave of Absence**

Female employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four months" means the number of days the employee would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Employees who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. You should promptly notify Human Resources of the need for a reasonable accommodation. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable. If you are affected by pregnancy or a related medical condition, please notify Client Survey as soon as reasonably possible as Completer Entertainment cannot provide you with reasonable accommodation unless it knows of the need for such accommodation.

Prior to the start of the leave, Client Survey will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

**Lactation Accommodation:** Employees who wish to express breast milk at work may request a reasonable accommodation to do so, which may include increased break time and privacy. The Company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private. Non-exempt employees should clock out for any lactation time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid.

### **5006 Leave for Organ and Bone Marrow Donors**

An employee who provides written verification to SCOTT RAMEY PRODUCTION SERVICES that the employee is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate, if the employee has been employed for at least 90 continuous days. Eligible organ donors are entitled to a leave of absence not to exceed 30 business days in any one-year period of time. Eligible bone marrow donors are entitled to a leave of absence not to exceed 5 business days in any one-year period. Employees will be required to use up to 5 business days of their paid vacation and/or paid sick leave for bone marrow donor leave and up to two weeks of their paid vacation and/or paid sick leave for organ donor leave.

### **5007 Leave for Victims of Felony Crimes**

To the extent required by law, employees who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, the employee must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the employee must provide the Company with appropriate documentation evidencing the employee's attendance at the judicial proceeding upon returning to work.

### **5008 Leave for Victims of Domestic Violence, Sexual Assault, or Stalking**

To the extent required by law, employees who are victims of domestic violence, sexual assault, or stalking may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure their own health, safety, or welfare, or that of the employee's child. Employees who are victims of domestic violence, sexual assault, or stalking may also receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault.

To take this leave, the employee must provide the Company with advance notice of the leave. If advanced notice is not possible, the employee must provide the Company with the following certification upon returning back to work: 1) a police report showing that the employee was a victim of domestic violence or sexual assault; or 2) a court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the employee's absence was due to treatment for injuries from domestic violence or sexual assault.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, employees who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the employee's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to a job structure. The employer will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations.

### **5009 Unpaid Family School Partnership Leave**

SCOTT RAMEY PRODUCTION SERVICES encourages its employees to be involved in the education of their children. Parents, guardians, and grandparents with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight hours in any calendar month of the year, to participate in school-related activities of their children or their registered domestic partner's children, provided the following criteria are met:

The employee must personally notify his/her supervisor and the Office Manager as soon as the employee learns of the need for the planned absence. Employees will be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Employees are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours. Employees who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

### **5010 Rehabilitation Leave**

SCOTT RAMEY PRODUCTION SERVICES will reasonably accommodate employees, as described in Labor Code 1025 with chemical dependencies in Labor Code 1025, with chemical dependencies (alcohol or drug) to seek treatment and/or rehabilitation. To this end, employees desiring such assistance should request a treatment or rehabilitation leave.

SCOTT RAMEY PRODUCTION SERVICES 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 Unemployment Compensation 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 Unemployment Compensation's treatment of employees who violate the regulations described above. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

### **5011 Bereavement Leave**

The purpose of bereavement leave is to provide you with time to attend the funeral of a member of your family and to handle personal affairs without disrupting your income. Only regular full-time employees are eligible for funeral leave benefits, and the benefits become effective after you complete your training and ninety (90) day Introductory Period.

**Time Allowed:** You may be granted up to a three-day leave (three consecutive working days) without pay in the event of the death of an immediate family member.

**The term immediate family member is defined as:** Brother, Child, Father, Father-In-Law, Husband, Registered Domestic Partner, Mother, Mother-In-Law, Sister, Stepbrother, Stepchild, Stepfather, Stepmother, Stepsister, Wife, Registered Domestic Partner's children, and Registered Domestic Partner's parents.

### **5012 Personal Leave**

Regular full time and regular part time employees who have been continuously employed with the company for at least one year may request a personal leave of absence without pay for a reasonable period of time up to 30 days. The leave may be extended for a reasonable period of time of up to 30 days due to special circumstances, as determined on an individual basis by the management team. Requests for leaves of absence will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, other individuals already out on leave, and the expected impact of the leave on the company.

Requests must be submitted in writing and must be approved in writing by the employee's supervisor before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the management team before the extended period of leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the next workday after the leave expires will be considered to have voluntarily resigned.

When an employee is placed on a leave of absence, an effort will be made to hold the employee's position open for the period of the approved leave. However, due to business needs, there will be times when positions cannot be held open. Accordingly, it

is not possible to guarantee reinstatement. If an employee's former position is unavailable when the employee is ready to return in a timely manner from an approved leave, every effort will be made to place the employee in a comparable position for which the employee is qualified. If such a position is unavailable, the employee will be offered the next suitable position for which the employee is qualified when it becomes available. An employee who does not accept a position offered by the employer will be considered to have voluntarily resigned effective the day such refusal is made.

The period that an employee is on an approved leave of absence is not considered time worked for purposes of determining eligibility for, or the amount of, benefits such as vacation or sick time. When an employee returns from a leave of absence, the eligibility and accrual dates for such benefits will be adjusted forward to reflect the period of the leave. If a paid holiday falls on a day during the leave, the employee will not be eligible for the holiday pay. An employee's health plan coverage will become the responsibility of the employee once a non-medical leave exceeds 30 calendar days. Employees must arrange for dependent coverage payments before their leave commences.

**Should the leave be extended past 30 calendar days, COBRA benefits will be offered.**

Misrepresenting reasons for applying for a leave of absence may result in disciplinary action, up to and including termination. If an employee accepts other employment or fails to return to work on the next regularly scheduled workday following the expiration of the approved leave, the employee will be considered to have voluntarily resigned.

### **5013 Military Leave**

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify SCOTT RAMEY PRODUCTION SERVICES of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for 10 days of unpaid leave.

### **5014 Jury Duty or Witness Leave**

SCOTT RAMEY PRODUCTION SERVICES encourages employees to serve on jury selection or jury duty when called. Unemployment Compensation does not pay for time off due to Jury or Witness Duty, unless otherwise required by state or federal law. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty you will be expected to return to work for the remainder of your work schedule.

Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law.

Any mileage allowance, fee, etc., paid by the court for jury services is to be retained by you.

### **5015 Time Off For Voting**



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

### **5016 Leave for Emergency Rescue Personnel**

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, or emergency rescue personnel, or an officer, employee, or member of a disaster medical response entity sponsored or requested by the state, please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. The employee must provide the Company with appropriate documentation evidencing the employee's performance of emergency duty and/or attendance at training upon returning to work.

The employee may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

### **5017 Civil Air Patrol Leave**

The Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company. To be eligible, employees must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave. Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

### **5018 External Employee Education**

It may be necessary for employees to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of SCOTT RAMEY PRODUCTION SERVICES or the individual employees. Attendance at such activities may be required by SCOTT RAMEY PRODUCTION SERVICES or requested by individual employees. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless your supervisor has issued prior written approval. To obtain approval, employees wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

Where attendance is required or authorized by, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your supervisor in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While SCOTT RAMEY PRODUCTION SERVICES generally encourages all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.

### **5019 Recreational Activities and Programs**

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

### **5020 Workers' Compensation**

SCOTT RAMEY PRODUCTION SERVICES pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of your employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to submit knowingly false or fraudulent information in connection with any Workers' Compensation claim. The Company maintains a strict policy against discharging, threatening to discharge, or in any manner discriminating against any employee because he or she has filed or made known his or her intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If you feel you are being discriminated against in

violation of this policy please contact Human Resources.

### **5021 Inclement Weather/Natural Disaster**

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

1. **Inclement weather.** Conditions that may excuse absence from work include: heavy rain, severe flooding, etc. If weather conditions prevent you from safely traveling to work, you must immediately notify your supervisor.
2. **Natural disasters.** In the event of a natural disaster such as earthquake, fire, explosion, etc., the office will be closed if the building is damaged or highways leading to the office are severally damaged. For instructions on reporting to another location, contact the office immediately, if possible.

SCOTT RAMEY PRODUCTION SERVICES will allow a 48-hour grace period with pay in order for the employee to arrange sufficient travel plans. If one is unable to arrange adequate plans within the 48-hour period, the employee may set up an alternative work schedule with one's supervisor, but the management team must approve this schedule. The employee may also utilize allotted vacation or sick leave benefits if additional time is needed.

## **Employee Acknowledgement and Agreement**

By signing below, I acknowledge that I have received a copy of the TOTAL HR and SCOTT RAMEY PRODUCTION SERVICES Employee Handbook, and that I will familiarize myself with its contents.

1. I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at SCOTT RAMEY PRODUCTION SERVICES and TOTAL HR are at-will, shall be for no specific duration, and may be changed or terminated at the will of SCOTT RAMEY PRODUCTION SERVICES or TOTAL HR. I understand that I, SCOTT RAMEY PRODUCTION SERVICES, and TOTAL HR have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself, SCOTT RAMEY PRODUCTION SERVICES, and TOTAL HR concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the SCOTT RAMEY PRODUCTION SERVICES and TOTAL HR and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of SCOTT RAMEY PRODUCTION SERVICES and the President of TOTAL HR.

2. I, SCOTT RAMEY PRODUCTION SERVICES, and TOTAL HR agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, including but not limited to the termination of my employment and my compensation. SCOTT RAMEY PRODUCTION SERVICES and TOTAL HR and I each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law. SCOTT RAMEY PRODUCTION SERVICES and TOTAL HR and I agree that any claim, dispute, and/or controversy that I may have against SCOTT RAMEY PRODUCTION SERVICES or TOTAL HR (or their respective owners, directors, officers, managers, employees, or agents), or that SCOTT RAMEY PRODUCTION SERVICES or TOTAL HR may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). The FAA applies to this Agreement because SCOTT RAMEY PRODUCTION SERVICES and TOTAL HR's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, I

acknowledge and agree that SCOTT RAMEY PRODUCTION SERVICES, TOTAL HR, and I give up our respective rights to trial by jury of any claim I, SCOTT RAMEY PRODUCTION SERVICES, or TOTAL HR may have against the other.

3. All claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself, the SCOTT RAMEY PRODUCTION SERVICES, or TOTAL HR. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees or parties, or permit such claims or controversies to proceed as a class action, collective action or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class, collective or representative action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action on a class, collective, representative, or other similar basis.

4. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

5. This is the entire agreement between SCOTT RAMEY PRODUCTION SERVICES, TOTAL HR, and me regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this agreement supersedes any and all prior agreements regarding these issues. Oral representations or agreements made before or after my employment do not alter this Agreement.

6. If any term, provision or portion of this Agreement is determined to be void or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT.**

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.**

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**[RETAIN IN EMPLOYEE PERSONNEL FILE]**