



**T.R. Warner Enterprises Inc. &  
Tailwashers Inc.  
EMPLOYEE HANDBOOK  
June 25, 2016**

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## WELCOME TO THE TEAM

Congratulations and thank you for accepting Tailwagger's /Tailwasher's offer of employment. One of the keys to our success as a company is hiring good employees. We have hired you because we believe you have the skills and the potential to help The Company succeed. We expect and depend upon you and each employee to perform the tasks assigned to you to the best of your abilities. We believe that hard work and commitment will not only help us succeed, but will help give you a sense of pride and accomplishment.

We are glad to have you as a member of the team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Every employee has an important role in our operations and we value the abilities, experience and background that you bring with you to our company. It is our employees who provide the services that our clients rely upon and enable us to grow and create new opportunities in the years to come.

Our management team intends to provide you with all the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any member of the management team. They are here to help you perform to the best of your abilities.

Once again, welcome to the Company! We are glad to have you with us.

Todd Warner,  
T.R. Warner Ent. Inc, & Tailwashers Inc.

## INTRODUCTORY POLICIES

**Introduction:** In any organization, it is necessary to have written policies, procedures and general rules of behavior to serve as guidelines for all. It is also important to know what the Company does for you. This Handbook explains what you may expect from the Company, as well as what will be expected of you. This Handbook replaces any and all earlier personnel handbooks, policies, procedures, benefit statements, rules, regulations, commitments, and Company practices, whether written, oral or established by practice. Individual written employment contracts may supersede some of the provisions of this Handbook. This Handbook is designed to familiarize you with the Company's major policies and to answer common questions posed by employees. It cannot, however, anticipate every situation or answer every question about your employment. It is a summary of the Company's personnel policies, benefits and work rules. If you have any questions about the Company's policies and practices that are not answered by this Handbook, you should ask your supervisor or Todd Warner. Circumstances will obviously require that the policies, practices and benefits described in the Handbook change from time to time. The Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook as it deems appropriate from time to time in its sole and absolute discretion. Any such changes can be made only by way of official updates to this Handbook and/or by a writing signed by Todd Warner.

**Terms of Employment (At-Will Employment):** Due to the nature of the Company's business, the employment relationship is, and is intended to be, at will. This Handbook contains the entire agreement between you and the Company related to your employment and the circumstances under which your employment may be terminated.

Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall require the Company to have "just" or "good cause" to terminate the employment relationship or to change the terms and conditions of your employment. Notwithstanding any disciplinary procedures or Company rules or regulations, either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or prior notice. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing in this Handbook, or any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued or indefinite employment or employment for a specific term, in a specific position, or at a specific rate of pay. Even if another provision in this Employee Handbook or any other document seems to provide for continued employment or an exception to this at-will rule, this provision for at-will employment shall control. Indeed, if necessary to ensure that at-will employment, without exception, controls the employment relationship, this provision will be considered to invalidate any such contrary term, provision or agreement. As such, there will be no agreement, express or implied, between you and the Company for any specific period of employment, for continuing or long-term employment, or for employment under certain conditions, unless it is in writing, signed by Todd Warner.

## **STARTING THE EMPLOYMENT RELATIONSHIP**

**Employment Applications:** The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented and gathered during the employment process. Any misrepresentation, falsification or material omission may result in the Company's exclusion of the applicant from further consideration for employment or, if the person has been hired, termination of employment.

**Background Checks:** The Company recognizes the importance of maintaining a safe workplace for the employees who are honest, trustworthy, qualified, reliable, and nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, before hiring an individual, The Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the Company.

**Immigration Law Compliance:** The Company is committed to full compliance with the federal immigration laws. Therefore, the Company is required to verify the identity and legal ability to work of all individuals before they can begin work. In keeping with this obligation, each applicant must produce documentation that shows his or her identity and legal authority to work. Each applicant must also attest to his or her legal authority to work and identity on an I-9 Form provided by the federal government. This verification form will be distributed by the Company and must be completed as soon as possible after an offer of employment is made. In no event can the form be completed and returned to the Company more than three (3) business days after an individual is hired. If an employee has provided right-to-work documentation that has an expiration date, updated documentation must be given to the Company before this expiration date. All offers of hire and continued employment are conditioned on furnishing satisfactory evidence of identity and legal authority to work in the United States.

**Introductory Period:** The first 90 days of your employment are an introductory period. During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time, including the first 90 days of employment and anytime thereafter.

## DISCRIMINATION & HARASSMENT

**Equal Employment Policy:** The Company is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available people in every job. Therefore, the Company does not discriminate, and does not permit its employees to discriminate against other employees, applicants, paid and unpaid interns, volunteers, contractors, vendors, customers, or clients because of race, color, religion, sex, sexual orientation, gender identity or expression, pregnancy, marital status, national origin, citizenship, military or veteran status, ancestry, age (40 or over), physical or mental disability (an impairment that limits a major life activity), medical condition (cancer-related or genetic characteristic), genetic information (including, but not limited to information about an individual's genetic tests and the genetic tests of an individual's family members, information about the manifestation of a disease or disorder in an individual's family members, an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual, and the genetic information of a fetus carried by any individual or by a pregnant woman who is a family member of the individual and the genetic information of any embryo legally held by the individual or family member using an assisted reproductive technology) or any other consideration made unlawful by applicable laws. Equal employment opportunity will be extended to all persons in all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, compensation, benefits, discipline, layoff, recall and termination.

**Discrimination, Harassment, Retaliation and Abusive Conduct Prevention Policy:** At the Company, we believe and work diligently to maintain a workplace free of harassment, discrimination, retaliation, and abusive conduct. Thus, harassment, discrimination, retaliation, and abusive conduct are strictly prohibited by the Company. This includes the harassment of or by employees, managers, independent contractors, interns, volunteers, vendors, clients, and customers. Employees and management who violate this policy are subject to discipline, including possible termination.

The Company strictly enforces prohibition of harassment, discrimination, and retaliation based upon the following categories:

- Age (40 and over)
- Ancestry
- Color
- Religious Creed (including religious dress and grooming practices)
- Denial of Family and Medical Care Leave
- Disability (mental and physical) including HIV and AIDS
- Marital Status
- Medical Condition (cancer and genetic characteristics)
- Genetic Information
- Military and Veteran Status
- National Origin (including language use restrictions)
- Race
- Sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding)
- Gender, Gender Identity, Gender Expression, Transgender\*
- Sexual Orientation

\*Gender expression refers to a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth. Gender identity refers to a person's identification as male, female, a gender different from the person's sex at birth, or transgender. Transgender is a general term that refers to a

person whose gender identity differs from the person's sex at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."

This prohibition includes and extends to all employees, coworkers, third parties, independent contractors, interns, volunteers, supervisors and managers and includes harassing, discriminatory, and retaliatory actions, intended or not.

Anyone engaging in sexual, other unlawful harassment, discrimination, retaliation or abusive conduct will be subject to disciplinary action, up to and including termination of employment.

**Sexual Harassment:** Sexual harassment is defined as unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature. Sexual harassment includes gender harassment and harassment on the basis of pregnancy, childbirth or related medical conditions, and also includes sexual harassment of an employee, manager, intern, volunteer, vendor, independent contractor, client or customer of the same gender as the harasser. This includes, but is not limited to, the following types of offensive behavior:

- Unwanted sexual advances;
- Offering employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- Using derogatory comments, epithets, slurs, and jokes;
- Verbal sexual advances or propositions;
- 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;
- Touching, assault, impeding or blocking movements; and
- Using nicknames or terms of endearment with a racial or sexual connotation.

Examples of sexual harassment include (a) an employee being fired or denied a job or an employment benefit because the employee refused to grant sexual favors or because he or she complained about the harassment and (b) an employee being exposed to a hostile work environment.

**Abusive Conduct:** Workplace bullying, or abusive conduct, is strictly prohibited in the workplace and won't be tolerated. Abusive conduct is defined as conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive and unrelated to an employer's legitimate business. This includes such actions as repeated infliction of verbal abuse, derogatory remarks or insults, verbal and physical conduct that a reasonable person would find threatening, and gratuitous sabotage or undermining of a person's work performance.

**Reporting Harassment, Discrimination, Retaliation, and Abusive Conduct:** If you perceive comments, gestures or actions of an employee, at any level, to be of a sexual nature, mere documentation of that conduct or only confiding with family members or co-workers about it, without more, is insufficient to prevent that conduct from occurring again. Inappropriate behavior must be reported to your supervisor, other member of management, or Todd Warner, so the Company has an opportunity to put a stop to that conduct and take appropriate corrective action. If you perceive your supervisor as a source of the harassment or misconduct, then you still have the obligation to prevent and correct his or her conduct by reporting it to any other member of management or Todd Warner. It is the responsibility of all employees to prevent harassment and misconduct and the only way the Company can prevent it effectively is if those subjected to it come forward immediately. You can raise concerns and make reports without fear of reprisal or retaliation with any and all identified parties.



All allegations of sexual, other unlawful harassment, discrimination, retaliation and abusive conduct will be investigated and dealt with in an appropriate and timely manner. The investigation will be conducted by a member of the Company's HR Services Company, who is trained and experienced in conducting investigations in harassment, discrimination, retaliation and abusive conduct. The investigation will involve such things as discussing the complaint with you, witnesses, and the accused as well as analyzing all of the information gathered and making a good faith decision based upon the results of the analysis. Based upon the results of the investigation analysis, the Company will take appropriate actions.

To the extent possible, your confidentiality and that of any witnesses and the alleged harasser or abuser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. No action will be taken against any employee in any manner for filing a complaint with, or otherwise participating in an investigation, proceeding or hearing conducted by the any state or federal labor and employment agency with respect to sexual (or other unlawful harassment), discrimination, retaliation or abusive conduct.

**Company Supervisor and Manager Obligations and Responsibilities:** Employees in supervisory roles are in key positions to make an impact in terms of correcting inappropriate behavior in the work place and ensuring that a harassment, discrimination, retaliation and abusive conduct free workplace is maintained. Therefore, the law has placed a greater responsibility on managers and supervisors to act when they observe or learn of a potential harassment, discrimination, retaliation and abusive conduct.

Managers and supervisors are responsible for acts of sexual harassment, discrimination, retaliation and abusive conduct between employees in the workplace where the managers and supervisors know or should have known of the conduct, unless they can show that they took timely and appropriate corrective action. Ignorance is not an acceptable defense for inaction of a manager or supervisor if, through reasonable care, they should have been aware of the conduct.

Managers and supervisors may also be responsible for sexual harassment by nonemployees where the manager, supervisor, or lead person knew or should have known of the conduct, and fail to take timely and appropriate corrective action. In reviewing these cases, the extent of the manager and supervisors' control and any other legal responsibility which they may have with respect to the conduct of such non-employees, will be taken into consideration.

Any employee in the company who is in a supervisory role is required to report any complaint of misconduct related to harassment, discrimination, retaliation and abusive conduct to another member of management or Todd Warner, so the Company can work to resolve the claim. This includes occurrences not directly within the supervisor's direct line of supervision or responsibility.

Managers and supervisors who become aware of sexual harassment, discrimination, retaliation and abusive conduct and do not take immediate and appropriate corrective action will be held accountable. Failure to adhere to the above responsibilities will result in appropriate corrective and/or disciplinary action, up to and including termination.

**California Fair and Equal Housing Act:** The Fair Employment and Housing Act (FEHA) defines sexual harassment as harassment based on sex or of a sexual nature; gender harassment; and harassment based on pregnancy, childbirth, or related medical conditions. The definition of sexual harassment includes many forms of offensive behavior, including harassment of a person of the same gender as the harasser. The following is a partial list of types of sexual harassment:



- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Actual or threatened retaliation
- Leering; making sexual gestures; or
- Displaying sexually suggestive objects, pictures, cartoons, or posters
- Making or using derogatory comments, epithets, slurs, or jokes
- Sexual comments including graphic comments about an individual's body; sexually degrading words used to describe an individual; or suggestive or obscene letters, notes, or invitations
- Physical touching or assault, as well as impeding or blocking movements
- Sexual desire is not necessary

Employees or job applicants who believe that they have been sexually harassed may file a complaint of discrimination with the DFEH within one year of the harassment.

The DFEH serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes. If the DFEH finds sufficient evidence to establish that discrimination occurred and settlement efforts fail, the Department may file a civil complaint in state or federal court on behalf of the complaining party. The DFEH may seek punitive damages is entitled to attorney's fees and costs if it prevails in litigation. Remedies include:

- Fines or damages for emotional distress from each employer or person found to have violated the law
- Hiring or reinstatement
- Back pay or promotion
- Changes in the policies or practices of the involved employer

Employees can also pursue the matter through a private lawsuit in civil court after a complaint has been filed with the DFEH and a Right-to-Sue Notice has been issued.

The contact information for the DFEH is 800-884-1684 or you can visit the web site at [www.dfeh.ca.gov](http://www.dfeh.ca.gov).

## REASONABLE ACCOMMODATION

**Disability Accommodation:** The Company will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant for employment or employee, unless undue hardship would result. Any employee who requires accommodation in order to perform the essential functions of a job should contact their supervisor. The employee should advise the Company what accommodations he or she believes are needed in order to perform the job as directed by his/her health care provider. Together with the employee, the Company will engage in an interactive process to determine effective, reasonable accommodations, if any. The Company will not accommodate an employee if the accommodation would constitute a direct threat to the employee's safety or the safety of other employees. The Company is not required to accommodate an employee if the requested accommodation requires the use of medicinal marijuana.

**Pregnancy Accommodation:** A pregnant employee may request a reasonable accommodation of her condition upon presentation of a doctor's written certification attesting that the accommodation request is upon the doctor's advice. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position. If such a transfer can be reasonably accommodated, a pregnant employee will be transferred for the duration of her pregnancy. However, the Company will not undertake to create additional employment that the Company would not otherwise have created to meet its own business needs, nor will the Company be required to terminate any employee, transfer any employee with more seniority than the pregnant employee, or

to promote any employee who is not qualified to perform the job. Upon transfer, an employee will receive the salary and benefits which are regularly provided to employees in the position to which the employee has transferred.

**Lactation Accommodation:** The Company shall provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for her infant child. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest time authorized for the employee shall be unpaid.

## COMMUNICATION & PROBLEM SOLVING

**Non-Fraternization:** While the Company does not wish to interfere with the off-duty and personal conduct of its staff, certain types of off-duty conduct and relationships may interfere with the Company's legitimate business interests. To prevent uncomfortable working relationships, morale problems among other employees, potential liability, and the appearance of impropriety, managers and supervisors of the Company should not directly or indirectly have a reporting relationship with any employees wherein consensual romantic or sexual relationships exist.

If a supervisor and employee who reports to the supervisor, wish to engage in a romantic, personal or marital relationship, they must notify Todd Warner prior to engaging in that relationship. The supervisor will be provided with potential options as available such as:

- If a position is available and the supervisor is qualified, transition to another position where they do not directly supervise that employee;
- If a position is available and the supervisor is qualified, transfer to a non-supervisory position;
- Resign from the company.

Supervisors that violate this policy are subject to corrective actions, including termination of employment. Any supervisor who is unsure whether their relationship, or intended relationship with an employee who reports to them, violates this policy should contact Todd Warner.

**No Solicitation Policy:** To avoid interruption of your work and protect you from unnecessary annoyance, employees are not permitted to solicit other employees on working time for any purpose. Distribution of literature during working time is not permitted. Distribution of literature in working areas is prohibited at all times. Working time does not include break periods and meal times or other periods during the work day when employees are properly not engaged in performing their work tasks. Working time includes the working time of both the employee doing the soliciting or distributing and the employee to whom the solicitation or distribution is being directed. Persons who are not employed by the Company may not solicit or distribute literature on Company property at any time for any purpose.

**Open-Door Policy:** The Company is constantly striving to improve its services that it provides to its customers and its relations with employees. You are encouraged to bring suggestions for improvements in any of these areas to the attention of your supervisor. The Company is committed to maintaining a positive and pleasant environment in which to work, and believes in an open-door policy. You should see your supervisor or Todd Warner with questions or problems relating to your job. While these procedures cannot result in every problem being resolved to your satisfaction, the Company values your input and you should feel free to raise issues of concern. The Company will listen to your concerns with respect and do its best to solve your problems.

## CONFIDENTIALITY & CONFLICT OF INTEREST

**Confidentiality:** All employees may be required to sign a confidentiality agreement as a condition of employment. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

**Customer and Employee Privacy:** We must respect the privacy of our customers. This means keeping all customer information confidential and only for the use of Tailwaggers/Tailwashers. No taking pictures of pets without the permission of the customer and no pictures are to be posted on the internet or anywhere else without the customer's permission.

**Employee Personal information Request:** Tailwaggers & Tailwashers respects the sensitivity and privacy of employee personal information. Neither Tailwaggers nor Tailwashers will request any personal information such as: Social Security Number, Date of Birth, Driver's License Number or Home Address requested directly via e-mail to alleviate the potential possibility of placing any of Tailwaggers' or Tailwashers' employee's personal information at risk of email spoofing.

You may however be verbally asked to email information from the employee to Tailwaggers or Tailwashers management solely for company purposes.

**Conflict of Interest:** An employee is required to avoid any conflict of interest during his or her employment by the Company. Any involvement that conflicts with an employee's duties or responsibilities or affects the employee's judgment in making a decision affecting the Company will be considered a conflict of interest. This includes any direct or indirect business, management or financial interest or activity, whether or not for compensation, in any business or entity that is a competitor, supplier or vendor of the Company. Employees may engage in or have outside business or personal interests or activities that do not constitute a conflict of interest with their employment by the Company. The Company requires that these activities or interests do not adversely affect an employee's capacity to perform his or her functions or result in conflicting loyalties.

**Personal Involvement:** Personal or romantic involvement with a competitor, customer, supplier or vendor may impair an employee's ability to exercise good judgment on behalf of the Company. An employee should immediately disclose any relationship of this type to his or her supervisor. The Company will determine if an actual conflict of interest exists. If a conflict is determined to exist, the Company will take whatever corrective action it deems to be appropriate.

## **PAYROLL PRACTICES**

### **Employment Status:**

- Regular Full-Time Employees. Those employees who are hired to work on a regular basis for thirty (30) or more hours per week are deemed to be full-time.
- Regular Part-Time Employees. Those employees who are hired to work on a regular basis for no less than ten (10) hours per week, but less than forty (40) hours per week are deemed to be part-time. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis.
- Temporary or Seasonal Employees. Those employees who are hired to work on a temporary or seasonal basis, or for the completion of a specific task or project, are deemed to be either temporary or seasonal employees. A temporary or seasonal employee will not automatically change to another status merely by working in excess of the time expected or designated; a change in status, if any, will be recorded in writing.

- **Non-Exempt Employees.** Those employees who are subject to the provisions of federal and state law requiring the payment of overtime are deemed to be non-exempt.
- **Exempt Employees.** Those employees who are not subject to the provisions of federal and state law requiring the payment of overtime are deemed to be exempt. Exempt employees include salaried professional, executive and administrative employees. Certain computer programmer personnel and sales employees may also be exempt.
- **Independent Contractors.** Independent contractors are professionals who perform specific tasks and projects for the Company and are not employees of the Company.

You will be advised of your employee status at the time of hire, promotion or transfer. A change in circumstances (e.g., greater number of hours worked) will not result in a change of status to a position with greater benefits unless the employee is specifically notified of such a status change in writing. Since all employees are hired for an unspecified duration, assignment to any of these classifications does not guarantee employment for any specific length of time. Regardless of classification, employment is at the mutual consent of you and the Company. Accordingly, either you or the Company can terminate the employment relationship at will, at any time, with or without cause or notice.

**Workday and Workweek Defined:** The Company's work week begins on Sunday at 12:01 AM and ends at midnight on the following Saturday. The Company's work day begins at 12:01 A.M. and ends at midnight.

**Hours of Operation:** Tailwaggers is normally opened for business from 8:00 a.m. to 9:00 p.m., Monday thru Saturday, and Sunday hours are 9 a.m. till 7 p.m. Tailwashers is normally opened for business from 8:00 a.m. to 7:00 p.m., Monday thru Saturday, and Sunday hours are 9 a.m. till 7 p.m. Hours are subject to change. You will be assigned a work schedule and you will be expected to begin and end work according to the schedule. In order to accommodate the needs of our business, it may be necessary to change individual work schedules on either a short-term or long-term basis. At times, emergencies such as power failures, road closing, earthquakes, fires, or severe weather may interfere with Company operations. In such an event, the Company may order a temporary shutdown of part or all its operations.

**Overtime:** Due to operational demands and workloads, the Company may require an employee to work beyond his or her normal shift. Although an employee will be given advance notice where feasible, this is not always possible. A non-exempt employee must have prior approval from his or her supervisor before any overtime can be worked. Non-approved overtime will be paid, but it may result in discipline, up to and including termination. Exempt employees may have to work hours beyond their normal schedule, but will not be paid overtime. The Company will pay overtime at the rate of one and one-half (1½) times an employee's regular rate of pay to non-exempt employees for hours worked over forty (40) hours in a work week.

Overtime must be approved by the store managers ahead of time.

**Breaks:** After confirming with your supervisor of wanting to take a break, you must write it down on the sheet provide by you manager daily.

**Rest breaks periods as follows:**

From 3.5-5.9 hours of work gets one paid ten minutes rest break.

From 6-10 hours of work gets two paid ten minutes rest breaks.

**Lunches:** After confirming with your supervisor of wanting to take a lunch break, you must clock in and out for lunch.

**Lunch break periods as follow:**

For 5-10 hours of work you get one unpaid 30 minutes lunch by the 5<sup>th</sup> hour of work.

Anything 10-14 hours of work gets a second unpaid 30 minutes lunch break.

Meals, snacks or any food consumed must be consumed off of the sales floor, outside of working areas, in an approved common break area or an off location place of your choosing within the 30 minute lunch break period.

**Vacations:** Vacation blackout days are dates which employees can't schedule vacation time off due to the expected increase in work volume and customer traffic, i.e. holidays or special events. Especially, the week before Thanksgiving thru December 31st

**Accuracy of Time:** It is the Company's goal to ensure that all employees are properly paid for all of their work. Therefore, it is every employee's responsibility to examine his or her paycheck and paycheck stub to ensure that he/she is being properly paid for all work time and that the paycheck and pay stub are accurate. If an employee believes that he/she is not being properly paid for all his/her work, the employee must immediately inform their supervisor or Todd Warner. Additionally, no supervisor can permit an employee to work "off the clock." If your supervisor asks you to work "off the clock," you must immediately bring this issue to Todd Warner. No employees are permitted to work "off the clock" at any time. For the purposes of this policy, "off the clock" work is where an employee works for the Company but does not accurately record his/her time in the Company's approved time record. Supervisors or Todd Warner are only authorized to change an employee's time record to accurately reflect the employee's actual work hours. If you believe that a supervisor has modified your time record to inaccurately reflect an employee's work hours, again, you must immediately inform Todd Warner of the alleged inaccuracy, in writing. Supervisors are not permitted to require employees to sign any agreement or other statement of hours that falsely represents an employee's time. Supervisors who do so are subject to discipline, up to and including termination. It will be presumed that the Company is accurately compensating an employee, unless the employee timely brings a complaint pursuant to this policy.

**Pay Days:** Paydays are the 10<sup>th</sup> and 25<sup>th</sup> of every month. If payday falls on a holiday, employees will be paid on the preceding business day.

**Payroll Deductions:** State and federal laws require the Company to make the proper deductions on your behalf. Amounts withheld vary according to your earnings, your marital status, and the number of your exemptions. Required deductions may include Social Security (FICA), Medicare; federal income tax; state income tax; (5) state disability insurance (SDI); and paid family leave insurance (PFL; California employees).

**Payroll Corrections:** The Company takes all reasonable steps to ensure that you receive the correct amount of pay in each paycheck and that you are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of your paycheck, you should promptly bring the discrepancy to your supervisor or payroll so that a correction can be made as soon as possible.

**Garnishment of Wages:** Employees are responsible for their own debts. Garnishments cause considerable paperwork and expense for the Company. Although we understand that a wage garnishment can happen to anyone, the Company strongly encourages you to work out a financial problem before this situation occurs.

## PERSONNEL RECORDS

**Personnel Records:** The Company maintains a personnel file on each employee. Their personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of the Company and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review information in a file are allowed to do so. Employees



who wish to review their own file should provide a written request to their immediate Supervisor and they will be permitted to view and/or copy their personnel file, with exception to some documents as set forth by law, within 30 days of their request.

**Personnel Data Changes:** It is your responsibility to promptly notify the Company of any changes in your personnel data. It is essential that your personal mailing address, telephone number, number and names of dependents, emergency contact, and educational information be kept accurate and current. Moreover, to ensure that the employer can notify you when necessary, you must provide the Company with an address where it can reach you, your personal e-mail address, and your cell phone number. If any personnel data has changed, immediately notify your supervisor or Todd Warner.

## EMPLOYEE CONDUCT & PERFORMANCE

**Performance & Compensation Reviews:** Performance reviews may be conducted once a year to provide both you and your Supervisor with the opportunity to discuss your job tasks identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. Performance reviews may be conducted after the completion of the employee's introductory period, which is approximately ninety (90) days from their start date. After the initial ninety-day review, performance reviews may be conducted at year-end (around December). Reviews may also be given within ninety days after a transfer, promotion, or a change in an employee's job classification. Salary reviews will be conducted once a year, but there is no guarantee of any change to an employee's compensation. They may also be done for a promotion or a change in the employee's job classification.

**Employee Conduct and Work Rules:** Whenever people are required to work together for any purpose, they need certain guidelines to govern their personal conduct and relations. The Company considers work rules to be an important responsibility. They are a necessary part of managing the business so that employees can be treated fairly, and work safely and effectively. These rules apply to all employees. Examples of impermissible conduct which may lead to disciplinary action are identified below to promote understanding of what is considered unacceptable conduct and to encourage consistent action by the Company in the event of violations. However, it is impossible to provide an exhaustive list of types of conduct that may result in disciplinary action. The following list, therefore, contains some examples of conduct that may lead to the imposition of discipline up to and including possible termination:

- Excessive absenteeism or tardiness, including a pattern of absenteeism or tardiness;
- Job abandonment;
- Working overtime without the prior approval of your supervisor;
- Sleeping or malingering on the job;
- Theft, stealing, or unauthorized removal of property belonging to the Company, another employee, a customer or a visitor, regardless of the value of the item;
- Unauthorized use of Company equipment, time, materials or facilities;
- Waste of Company materials or supplies;
- Use, possession, or sale of unlawful drugs or alcohol while on Company premises, while in a Company vehicle, or while on duty, or reporting to work under the influence of alcohol or any unlawful drugs;
- Bringing or possessing firearms, weapons, or other hazardous or dangerous devices or substances onto Company property or into Company vehicles;
- Failure to observe safety regulations;
- Failure to report any unsafe conditions, damage to equipment or machinery, or job-related traffic accidents or violations to your supervisor;

- Carelessness or negligence while performing duties;
- Wearing extreme, unprofessional or inappropriate dress or hair styles while working (this will not be enforced in violation of the Company's EEO policy);
- Failure to perform work or job assignments satisfactorily and efficiently;
- Destruction or damage to the property of the Company, another employee, a customer or a visitor;
- Unlawful harassment, including sexual harassment, of other employees;
- Abusive conduct;
- Horseplay on Company time or property;
- Threatening, intimidating or coercing other employees, its customers, vendors, the community or visitors;
- Fighting or provoking a fight on Company time or property;
- Insubordination, including improper conduct toward a supervisor or refusal to perform tasks assigned by a supervisor;
- Refusal to do job assigned or perform work in the manner described by the Company;
- Disrespect or discourtesy to supervisors, customers, vendors, or the community;
- Failure to immediately report a job-related injury, no matter how minor, to your supervisor;
- Making or receiving personal telephone calls, other than emergency calls, during working hours;
- Falsifying, altering, destroying or willfully omitting information from any time card or Company record (including employment applications);
- Obtaining employment by means of false or misleading information;
- Failure to follow Company procedures for maintaining confidentiality;
- Harassing non-employees.

It must be remembered that the employment relationship is based on mutual consent of the employee and the Company. Accordingly, either you or the Company can terminate the employment relationship at will at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion.

**Corrective Actions:** Most employees are dedicated and hard-working. Occasionally, however, an employee's work performance or behavior falls below Company standards. In these cases, the Company will take corrective action, including counseling and discipline, as is necessary and appropriate. Normally, discipline involves some combination of verbal counseling, written warnings, and/or suspension before an employee is terminated. However, exceptions or deviations from the normal procedure may occur whenever the Company deems that circumstances warrant that one or more steps in the process may be skipped. Accordingly, circumstances may warrant immediate termination. An employee who is given a written warning will be asked to sign the warning. This signature is not an admission of guilt, but merely acknowledges receipt of the warning notice. If an employee disagrees with the warning and desires to make comments, he or she is entitled to write on the warning notice. It must be remembered that the employment relationship is based on the mutual consent of the employee and the Company. Accordingly, either an employee or the Company can terminate the employment relationship at will, at any time, for any or no reason. Further, the Company can demote, transfer, suspend or otherwise discipline an employee in its sole and absolute discretion. Nothing contained in these procedures is meant to imply any contrary policy.

**Alcohol and Drug Policy:** The Company has a vital interest in maintaining safe, healthful and efficient working conditions for its employees, customers, the community and visitors. Being under the influence or using intoxicants while on the job poses serious safety and health risks not only to the user but to all those who work or come into contact with the user. The manufacture, possession, sale or distribution of an intoxicant in the workplace also poses unacceptable safety and health risks. Accordingly, it is the right, obligation and intent of the Company to protect its employees, customers, vendors, the community and visitors, and to safeguard



Company property, equipment and operations by establishing and maintaining the following policy with regard to use, possession or sale of alcohol or other intoxicants in the work place. Employees may be disciplined, up to and including terminate without prior notice or warning, even for a first offense, for any of the following:

- For bringing intoxicants into the workplace;
- For possessing or ingesting intoxicants in the workplace during working hours, including meal and rest breaks;
- For involvement in the manufacture, sale, purchase, transfer, distribution or dispensation of intoxicants in the workplace and/or during working hours, including lunch and rest breaks; and
- For providing false or misleading information or failing to provide information about any of the foregoing with regard to themselves or others.

Employee may be required to submit to drug and/or alcohol testing by Tailwaggers & Tailwashers management at a laboratory chosen by the senior management if there is a cause for reasonable suspicion of substance abuse. Any employee suspected of possessing alcohol, an illegal drug, intoxicant, or controlled substance is subject to inspection and search with or without notice.

As used above, "workplace" includes any premises where an employee may be working on behalf of the Company. "Intoxicants" as used in this policy means any drug listed in 21 U.S.C. § 821 and other federal regulations, including, but not limited to, heroin, marijuana (unless medically prescribed), cocaine, PCP and crack, narcotics, barbiturates, amphetamines and any other controlled substance other than those taken under the direction and prescription of a licensed physician. Intoxicants also include legal drugs not taken under the direction and prescription of a licensed physician to the extent that their ingestion may affect the safety of co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility.

**Attendance:** The Company counts on your attendance and expects regular attendance during working hours. Regular and timely attendance is an essential function of every employee's job. You are expected to be present and ready to start work promptly at the beginning of your shift and after your meal period and breaks. You are expected to work until the scheduled quitting time. Unsatisfactory attendance, reporting late or quitting early, or patterns of absenteeism or tardiness, may result in disciplinary action, up to and including terminate. If you are going to be late or absent from work for any reason, you must notify your supervisor or other member of management as soon as possible but, in no event, later than two (2) hours prior to your shift start time. If they are not available, keep calling back until you speak directly with one of them. Employees are expected to provide the Company with their expected date of return to work when they are out for illness or injury. Employees failing to provide said notice may be removed from the schedule to ensure that there is no interruption in business activities. Any employee who fails to report for work without giving prior notice to the Company will be subject to termination unless a reasonable excuse is offered at the earliest possible time and accepted by the Company. Employees who are incarcerated or in custody and do not appear for work due to the incarceration or custody will be considered to have no called/no showed to work and the incarceration may not be considered a valid basis to have missed work.

**Job Abandonment:** Employees who fail to report to work or contact their supervisor for three (3) consecutive workdays shall be considered to have abandoned the job without notice, effective at the end of their normal shift on the third day. The supervisor shall notify the Human Resource department at the expiration of the third workday and initiate the paperwork to terminate the employee. Employees that abandon their positions are ineligible for rehire.

**Permission to Leave During Working Hours:** If it becomes necessary for you to leave the premises during regular working hours, with the exception of a meal period, you must get permission from your supervisor. If your absence is for personal business or business that is not part of your job, you must punch out and your supervisor must approve your time card.

**Telephone Policy:** Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Messages will be delivered to employees who receive urgent personal telephone calls. Under no circumstances should you make or charge a long distance call to the Company unless it is work-related and approved by the Company. Employees should not accept or make cell phone calls or electronic/text (including Facebook) messages while on duty, unless the nature of their duties require such communications with its vendors, customers, or other employees. While on Company premises, regardless of whether you are on a break and regardless of whether you use Company equipment, the Company may monitor employee telephone calls and employee electronic/text messages. You should use your cell phone to make necessary personal calls during your break and meal periods, not during work time.

**Cell Phone Safety:** Regardless of the circumstances, including slow or stopped traffic, employees whose job responsibilities include regular or occasional driving and who use a cell phone for business, may not use their phone while driving unless it is hands-free. Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to disciplinary action, up to and including termination of employment.

**Texting and E-Mailing While Driving:** Regardless of the circumstances, including slow or stopped traffic, employees whose job responsibilities include regular or occasional driving may not use, send or read or review text messages or e-mails while driving. Employees who are charged with traffic violations resulting from texting or e-mailing while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will result in disciplinary action, up to and including termination of employment.

**Appearance:** Though the Company allows their employees to wear casual dress, i.e., jeans, t-shirts, long shorts, etc., the casual wear must be non-offensive and in good taste. Dress hats are acceptable but no baseball caps, beanies or bandanas are allowed. No open toe shoes, high heels, sandals or flips flops may be worn. Any employee, who wears clothing that is offensive, inappropriate, revealing, or suggestive, may result in the employee being sent home to change and a warning placed in their personnel file. The Company shall provide employees with shirts that have the company logo on it. The Company shall provide the first batch of shirts free of charge. If the employee losses or damages the shirts, then he will be required to pay to replace them. Employees are responsible to the maintenance and care of the shirts.

The following are not acceptable:

- \*Torn Pants
- \* Sweat Pants
- \*Pants with holes in them
- \*Compression Pants
- \*Tights or Yoga Pants
- \*Gym Shorts
- \*Athletic Shorts

**Hygiene:** Please be conscientious of your hygiene and condition of your clothing. Please be sure your clothes are freshly washed and clean and that shoes are in good condition and free from odor. In addition, please be mindful of your personal hygiene in regards to your body, hair and breathe. They should be clean and free from odor. If you come to work appearing hung over, and smelling like alcohol or any other controlled substance you

will be written up and sent home. By showing up in this state, you do not represent how we want Tailwaggers to be perceived by the public.

**Employment of Family Members:** The Company will gladly accept and consider employment applications from relatives and close family members of its employees. However, the Company shall refrain from hiring and transferring relatives into positions where they will directly supervise or be supervised by another close family member. The Company shall also refrain from placing individuals in positions where they work with or have access to sensitive information regarding a close family member. Company management believes that this approach will help to prevent problems associated with security, supervision, and morale.

**Smoking:** Employees, clients, vendors and other guests are not allowed to smoke or use e-cigarettes in the company's facilities or vehicles at any time nor may employees smoke or vape directly outside the company's premises.

**Physical Security:** The Company is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, the Company has established a policy that provides "zero tolerance" for actual or threatened violence against employees, customers, vendors, the community, visitors, or any other person who has contact with employees in the course of their duties. Security and safety in the workplace is every employee's responsibility. It is therefore essential that every employee understand the importance of workplace safety and security. The welfare of our employees and the security of Company facilities require that every individual be aware of potential security risks. Immediately notify your supervisor, other member of management, or Todd Warner if you see any person acting in a suspicious manner, in or around Company premises. Every verbal or physical threat of violence will be treated seriously by the Company. Any such threat should be immediately reported to your supervisor, other member of management, or Todd Warner. Where a violation of this policy is found to exist, the Company will take appropriate corrective action. In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be immediately sought. In such situations, the employee should immediately contact their supervisor and, if necessary and appropriate, law enforcement authorities by dialing 911. An employee will not be discriminated against or retaliated against as a result of the employee making a truthful complaint or report about a credible threat of violence made against themselves, their family members, or other employees. Full cooperation by all employees is necessary for the Company to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their rights and obligations under this policy to their supervisor, other member of management, or Todd Warner.

**Company Equipment:** All Company business machines, equipment and furnishings, including but not limited to tables, desks, cabinets, files and lockers, are Company property and the Company reserves the right to monitor, access, and inspect such equipment and furnishings. Therefore, employees should have no anticipation of privacy with respect to any information or materials stored in Company-owned equipment or furnishings.

**Voice Mail, E-Mail, and Computer Files:** Company-provided voice mail, e-mail, and computers are to be used for business purposes only, and may not be used for personal business. These systems are maintained by the Company in order to facilitate Company business. Therefore, all messages sent, received, composed and/or stored on these systems (even with offsite providers) are the sole property of the Company. Messages or communications on the Company's voice mail, e-mail, or computer systems are subject to the same policies regarding harassment and discrimination as are any other workplace communications. Offensive, harassing or discriminatory content will not be tolerated by the Company. Content that is considered offensive includes, but is not limited to, any message which contains sexual implications, racial slurs, gender-specific comments, or any other statement that offensively addresses someone's age, sex, sexual orientation, pregnancy status, marital status, religious or political beliefs, ancestry, national origin, citizenship or disability. Employees should have

no anticipation of privacy with respect to Company-provided voice mail, e-mail, text-messaging, instant messaging, or any other computer or electronically based communications, regardless of whether such information is stored on the Company's systems or by an outside provider (including, but not limited to, a phone Company or off-site server) ("Electronic Communication"). The Company reserves the right to monitor, access, and inspect Company computers, e-mails, voice mails, and other electronically stored documents and data that are used by employees whether on the premises or elsewhere, including but not limited to laptops, employee computers used to telecommute, smartphones, portable "jump" or USB drives, external hard drives, host computers, file servers, workstations, standalone computers, software, voice mail, fax transmissions, telephones of any type, and internal or external communication networks, and all other Electronic Communications. This may be done without notice to an employee and in the employee's absence. Even when a message is erased, it may still be possible to retrieve it from a backup system. Therefore, employees should not rely on erasure of messages to guarantee that a message remains private. Nothing contained in this or any other materials generated by the Company or its employees, or any statement made by any employee of the Company, shall create an expectation of privacy to an employee's Electronic Communication. Only Todd Warner can modify this lack of expectation of privacy, and only then with a signed writing. Notwithstanding the Company's right to retrieve and review such material, such material should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve any voice mail or e-mail messages that are not addressed to them. Employees are prohibited from loading any software onto a Company-provided computer where such action would violate the software license. Employees are prohibited from loading any software onto a Company-provided computer without the express approval of Todd Warner or designated IT professional. The e-mail system should not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary information, or similar matter without prior authorization from the Company.

**Right to Monitor Employees:** In our ongoing effort to achieve the highest level of business efficiency and customer service, the Company reserves the right to observe employees throughout the Company's premises, either by way of direct observation or through the use of electronic devices. The Company may install video cameras to monitor reception areas, work areas and/or other generally open areas where employees may be seen by others. Therefore, employees should have no anticipation of privacy in the workplace, with the exception of restrooms, lactation areas, and changing areas.

**Employee Personal Bag Search:** Tailwaggers & Tailwashers doesn't currently offer any job position within the company requiring a staff member to bring or possess a bag on site as part of their job description. As such, at any point in time Tailwaggers or Tailwashers Management can request to search staff members personal bag or storage container. Tailwaggers & Tailwashers Management has the right to do so.

**Employee Privacy:** From time to time, third parties may seek your contact information for various purposes. The Company understands and appreciates that you want to keep your personal contact information private from third parties. To that end, the Company will not disclose your name, address, or other contact information to any third party, even if these third parties are purportedly acting on your behalf, without your prior authorization.

**Media Contact:** Employees may occasionally be approached for interviews with, to provide comments to, or to provide documents to news media or journalists. Only those employees designated by Todd Warner may act as a spokesperson for the Company or make official comment on Company policy, positions, issues or events that involve or have an impact on the Company. Any statements or written releases to the media (including, but not limited to, newspapers, television, Internet, and bloggers) must be approved by Todd Warner.

**Theft Prevention:** If you believe that an employee or any other person is wrongfully taking something of value from the Company or any of its employees, you should immediately notify your supervisor, other member of

management, or Todd Warner. Until your one of the identified arrives on the scene, you should attempt to detain the person by engaging him or her in some kind of social or business conversation. Never attempt to forcibly detain a suspected thief, or accuse him or her of theft. If you are unable to detain the person, attempt to obtain an automobile license plate number or other identification. The Company will pursue employee theft to the full extent of the law.

**Safety First:** We pride ourselves on safety. The Company goal is to have no work-related injuries or illnesses. However, the reduction of accidents in our operations is only possible through a team effort involving both employees and the Company. Only through such a cooperative effort can a safety program in the best interest of all be established and preserved. The Company endeavors to take reasonable precautions in order to provide employees with a safe working environment. The Company will provide all mechanical and physical facilities required for employee safety and health. Injury prevention, however, is largely an individual effort, and all employees are expected to do their part to work safely. No employee is required to work at a job that is not safe or healthful. The Company expects employees to do everything possible so as not to create conditions that can result in injury to themselves or others. If an employee observes an unsafe work condition, he or she should report it to his or her supervisor, other member of management, or Todd Warner immediately.

**Lifting:** Nobody should be lifting more than 50lbs. without help. Lifting should be done using the appropriate lifting techniques displayed on the Cal Osha lifting techniques in the break area and also in our safety manual. There are back braces available in the office and they are available anytime you feel you are lifting something where you might need extra support. Don't forget to use the buddy system if needed.

**Natural Disasters:** Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is to be used as vacation, a sick day, or is unpaid, unless otherwise required by law. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. If extreme weather conditions require closing of the building, you will be notified by Todd Warner.

## **BENEFITS**

**Medical Insurance:** Full time employees (30+ hours per week) may be eligible for fifty (50%) percent of medical insurance coverage for basic HMO cost (Employee may pay additional for an upgraded policy) under the company's policy after completing their introductory period of employment.

**Paid Sick Leave:** Effective July 1, 2016, the Company has revised its existing Paid Sick Leave Policy from the Grant Method to the Accrual Method. This change replaces and supersedes any and all previous related policies.

**Method of Calculation of Benefits:** The previous Grant Method provided employees with 24 hours of paid sick leave each year on their anniversary date. Under the Accrual Method, employees will earn 1 hour of paid sick leave for every thirty (30) hours of work they perform. Employees classified as exempt will receive credit for no more than 40 hours each workweek, towards the accrual.

Employees will be able to accrue up to a maximum 48 hours per year and will be able to use no more than 48 hours per year. Any accrued, unused paid sick leave hours remaining at the end of a year will rollover to the next year, to a maximum 72 hours.



**Use of Paid Sick Leave Benefits:** Employees can use paid sick time for an existing health condition or preventive care for themselves or a “family member”, including an individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship. Examples of qualified family members are a child, parent (including parent-in-law), spouse or registered domestic partner, grandparent, grandchild or sibling. Paid sick leave must be taken in increments of no less than one (1) hour.

Paid sick leave may be used for preventive care or diagnosis, care or treatment of an existing health condition, or for specified purposes if you are a victim of domestic violence, sexual assault or stalking. It is also extended to preventative care such as annual physicals and immunizations.

**Notice of Need to Use Paid Sick Leave Benefits:** Employees must notify their manager in advance if the sick leave is planned (i.e., scheduled doctor visits). If the need is unforeseeable, employees need only provide notice to their manager as soon as practical, as may occur in the case of an unanticipated illness or a medical emergency.

**Payment of Paid Sick Leave Benefits:** Employees will receive payment for their paid sick leave taken no later than the payday for the next regular payroll period after the sick leave was taken and it will be based upon the employee’s regular rate of pay.

**Paid Sick Leave and Termination of Employment:** When an employee’s employment with the Company ends (voluntary or involuntary termination), any unused, accrued hours will not be paid out, but will be banked for a period of one year. In the event the employee is rehired within one year of the termination date, any unused, accrued paid sick leave hours in the bank will be reinstated.

Any employee hired will begin accruing paid sick leave hours on their first day of employment. All employees are prohibited from using accrued paid sick leave hours until they complete ninety (90) days of employment with the Company.

Note About Time Off Due to Illness or Injury (Paid and Unpaid). Any employee who is out due to their own illness or injury or other protected leave of absence, including those related to the employee or caring for a family member (pursuant to the respective laws) for three (3) or more consecutive shifts will be required to provide the Company with a note from a healthcare or related licensed professional, confirming the need for the time off.

**Benefits Continuation (COBRA):** The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the Company’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee’s hours or a leave of absence, an employee’s divorce or legal separation, and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee or beneficiary pays the full cost of coverage at the Company’s group rates plus an administrative fee. The Company provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the Company’s health insurance plan. The notice contains important information about the employee’s rights and obligations.

**Workers' Compensation:** The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor, other member of management, or Todd Warner immediately. Failure to timely report an injury may jeopardize your rights to certain benefits. Workers' compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company. To insure you of quality care in case of work-related injury or illness, the Company will direct you to an appropriate health care provider for the treatment of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs. All employees should remember that workers' compensation fraud is a felony. When an employee makes a workers' compensation claim knowing that the injury or illness is not work-related, it is a felony. When an employee allows a doctor, therapist or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company will take all actions necessary to prosecute cases of workers' compensation fraud. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

**Social Security:** All employees are covered by the Social Security Law and are subject to taxes under the Federal Insurance Contribution Act ("FICA"). A deduction is made from your gross earnings in accordance with the law as your contribution to Social Security. The Company contributes an amount equal to your deduction.

## LEAVES OF ABSENCE

### Rules Regarding All Leaves

- Non-Retaliation: No action will be taken against any employee in any manner for requesting or taking any of the leaves of absence provided for in this Section of the Handbook.
- Accrual of Benefits While on Leave of Absence: Unless required by law, vacation days, holidays and sick leave do not accrue during any period of a leave of absence.
- Legal Eligibility: For all leaves except industrial medical leaves, bereavement leave, and personal leaves of absence, employees should have no expectation that a leave is available to them unless both the Company and the employee meet the eligibility criteria stated by law.
- Working Elsewhere While on a Leave of Absence: Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.
- Failure to Return after a Leave of Absence: Failure to return from leave of absence by the scheduled time may result in termination.

Pregnancy Disability Leave. Under the California Fair Employment and Housing Act (FEHA), if an employee is disabled by pregnancy, childbirth or related medical conditions, she is eligible to take a pregnancy disability leave (PDL). If she is affected by pregnancy or a related medical condition:

- The Company will provide the employee with reasonable accommodations if she requests it with the advice of her health care provider. Examples of reasonable accommodations include, but are not limited to:



- a. If eligible, to transfer to a less strenuous or hazardous position for the duration of her pregnancy disability if she so requests with the advice of her health care provider, provided the transfer can be reasonably accommodated.
  - b. Time off for “morning sickness”.
  - c. Time off to attend pre-natal or other pregnancy related health care appointments.
  - d. Modified or reduced work schedules.
  - e. Telecommuting.
- The PDL is for any period(s) or actual disability, as designated by the employee’s health care provider, caused by the employee’s pregnancy, childbirth or related medical conditions up to four months (or 17 1/3 weeks) per pregnancy.
  - The PDL does not need to be taken in one continuous period of time but can be taken on an as-needed basis.
  - The Company will treat the employee’s pregnancy disability the same as it treats other disabilities of similarly situated employees.
  - The employee may be required to obtain a certification from her health care provider of her pregnancy disability or the medical advisability for a transfer. The certification should include:
    1. The date on which the employee becomes disabled due to the pregnancy or the date of the medical advisability for the transfer;
    2. The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
    3. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to the other persons or a statement that, due to her pregnancy, the transfer is medically advisable.
  - At the employee’s option, she can use any available paid sick leave time as a part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave. The employee may also be eligible for state disability insurance for the unpaid portion of her leave.
  - The employee will be entitled to continue their participation in any Company sponsored benefits that they are enrolled in prior to going on leave. During the leave, the employee will be responsible to continue paying their portion of the benefits. If the employee does not return to work from their leave, they will be responsible for paying the employer’s premium contributions for the period of leave.
  - The employee shall retain her employment status and shall accrue seniority during the leave.
  - The employee must provide the Company with reasonable notice of the date she intends to take the PDL and the estimated duration of the leave.
  - The employee is guaranteed reinstatement to the same or to a comparable position upon her timely return to work except where the law authorizes a different result.

Family and Medical Leave. The Company provides family and medical leave benefits in accordance with the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). To be eligible for FMLA/CFRA an employee must have worked for the Company for at least 12 months and for at least 1,250 hours in the 12 calendar months immediately preceding the leave. Employees must also work at a worksite where there are 50 or more employees on-site or within a 75-mile radius.

An FMLA/CFRA leave may be taken in one twelve (12) workweek period, or in increments of a tenth hour or more that total twelve (12) workweeks. The twelve (12) workweek period means 60 working days, or 480 hours, for most full-time employees. For eligible employees who work less than full-time, the number of working days is adjusted on a proportional basis. For example, for an employee who works half time, twelve (12) workweeks means thirty (30) full days or sixty (60) half days, or 240 hours. A rolling twelve-month period is measured backward from the date an employee uses any FMLA/CFRA leave. Each time an employee takes

an FMLA/CFRA leave, the remaining leave entitlement is any balance of the twelve (12) workweeks that has not been used during the preceding twelve (12) months.

Reasons an eligible employee can take FMLA/CFRA include:

- The birth of a child or adoption or foster care placement of a child.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.
- The employee's own serious health condition.

Any request for an FMLA/CFRA leave must be submitted at least thirty (30) days in advance when the need for a leave is foreseeable. When an advance notice is not possible, or the need for the leave cannot be foreseen, the employee must give his/her immediate supervisor timely verbal notice, as soon as practical. If the employee wants a leave counted as FMLA/CFRA leave retroactively, the employee must notify the supervisor within two (2) business days after returning to work that the leave was for an FMLA/CFRA reason.

Medical certification FMLA/CFRA is required for unpaid FMLA/CFRA leave. Medical certification must be provided to the Todd Warner within fifteen (15) days of the request for leave, unless not practical to do so.

For more information about FMLA/CFRA, please contact Todd Warner.

**Military Spouse Leave.** Qualified employees may take up to 10 days of unpaid leave if the employee's military spouse is on a leave from deployment in combat zone with the active duty, reserve military or National Guard during a period of military conflict. In order to be qualified for this leave, an employee must work an average of 20 or more hours per week and is the spouse or registered domestic partner of a qualified military member. In order to take leave, a qualified employee must provide notice to their supervisor of his or her intention to take leave within two business days of receiving official notice that the military spouse will be on leave from deployment. The employee must also submit written documentation to the Company certifying that the military member will be on military leave from deployment during the time of the requested leave. In addition, the Company may require additional information from the employee to establish his or her qualified status. Employees may use their sick leave (in the event the time involves caring for the service member's illness or injury).

**Alcohol and Drug Rehabilitation Leave.** The Company wishes to assist employees who recognize that they have a problem with alcohol or drug use that may interfere with their ability to perform their job in a satisfactory manner. If you have a problem with alcohol or drugs and decide to enroll voluntarily in a rehabilitation program, you will be given unpaid time off to participate in the program unless it would result in an undue hardship to the Company. If you request time off to participate in such a program, the Company will also make reasonable efforts to keep confidential the fact that you have done so. You must use accrued sick leave benefits while on leave. However, additional benefits will not be earned during the leave of absence. The leave will be subject to the same provisions and rules as apply to medical leaves. No action will be taken against any employee in any manner for requesting or taking any leave of absence provided for in this Section of the Handbook. However, the Company will not continue to employ any person whose performance of essential job functions is impaired by drug or alcohol use. Nor will the Company re-employ any person who has participated in alcohol and drug rehabilitation if the person's job performance remains impaired as a result of dependency. Employees who are given the opportunity to seek rehabilitation, but fail to successfully overcome their dependency will not be given a second opportunity to seek treatment. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the Company's drug and alcohol policy. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Parent's Leave for School, Day Care Activities, or Child's Suspension from School. An employee may take up to 40 hours of unpaid leave per calendar year to participate in school or day care facility activities. Employees will be limited to no more than 8 hours off for this purpose in any one calendar month. A parent or guardian of a child who needs to attend meetings or other events at child's school in connection with child's suspension from school may take an unpaid leave of absence to address the respective matter. Employees may be required to provide documentation demonstrating that they attended a school/day care activity or meetings/events related to a child's suspension from school.

Victims of Crime. An employee who is a victim of a felony, or whose spouse, registered domestic partner, child, stepchild, sibling, step sibling, parent, or step parent is a victim of a felony, may take unpaid time off in order to attend judicial proceedings relating to the crime. If you need such time off, you must give your supervisor a copy of the notice of the scheduled proceeding. If advance notice is not possible, you must provide a copy of documentation relating to the judicial proceeding within a reasonable period of time after your return to work.

Victims of Domestic Violence, Sexual Assault or Stalking Leave. The Company provides reasonable and necessary unpaid leave and other reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking to attend legal proceedings or obtain other needed relief. Unpaid leave under this policy is available for an employee who is the victim of domestic violence, sexual assault or stalking to attend legal proceedings or to obtain or attempt to obtain any relief necessary, including a restraining order, to ensure the employee's own health, safety or welfare, or that of the employee's child or children. Employees may also request unpaid leave for the following purposes:

- Obtain services from a domestic violence shelter or rape crisis center.
- Seek medical attention for injuries caused by domestic violence or sexual assault.
- Obtain psychological counseling for the domestic violence or sexual assault.
- Take action, such as relocation, to protect against future domestic violence or sexual assault.

To request leave under this policy, an employee should provide their supervisor with as much advance notice as practicable under the circumstances. If advance notice is not possible, the employee requesting leave under this policy should provide their supervisor or Todd Warner one of the following certifications upon returning back to work:

- A police report showing that the employee was a victim of domestic violence or sexual assault.
- A court order protecting the employee from the perpetrator or other evidence from the court or prosecuting attorney that the employee appeared in court.
- 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.

Employees requesting leave under this policy may choose to use accrued paid sick leave.

In addition, the Company will provide reasonable accommodations to employees who are victims of domestic violence, sexual assault or stalking for the employees' safety while at work. A reasonable accommodation may include the implementation of safety measures, such as a transfer, reassignment, modified schedule, changed work telephone, changed work station or installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position. To request an accommodation under this policy, an employee should contact their supervisor. The Company will engage the employee in a timely, good faith and interactive process to determine effective reasonable accommodations.

Bone Marrow and Organ Donor Leave. As required by law, eligible employees who require time off to donate bone marrow to another person may take up to 5 paid workdays off per year in a 12-month period. Eligible employees who require time off to donate organs to another person may take up to 30 paid workdays off per year in a 12-month period. The following conditions apply:

- An employee requesting bone marrow or organ donation leave (“Donor Leave”) must provide written verification that he or she is a donor and that there is a medical necessity for the donation of the organ or bone marrow.
- Employees must first use his or her earned but unused sick leave for bone marrow donations and two weeks worked of earned but unused sick leave for organ donation. If the employee has an insufficient number of sick days available, the leave will be considered unpaid.
- The Company will reinstate those employees returning from Donor Leave to their same position held before their leave began or to a position with equivalent status, pay benefits and other terms and conditions of employment.

Civil Air Patrol Leave. An employee who is a voluntary member of the California Wing of the Civil Air Patrol will be permitted no less than 10 days of unpaid leave per calendar year in order to respond to an emergency operational mission as defined by state law. In order to qualify for leave under this policy, an employee volunteer member must be employed by the Company for at least 90 days immediately preceding the commencement of leave. The employee must give the Company as much notice as is possible of the intended leave dates. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company. The Company may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The Company reserves the right to deny the leave request if the employee fails to provide the required certification. Upon expiration of the leave, the Company will restore the employee to his or her position or to a position with equivalent seniority, benefits, pay and other terms and conditions of employment, unless the employee is not restored because of conditions unrelated to use of leave under this policy. This policy does not apply to employees who serve as first responders or disaster service workers for a local, state, or federal agency to the same or a simultaneous emergency operational mission.

Voting. The Company encourages all employees to fulfill their civic responsibilities by participating in elections. If an employee does not have sufficient time outside of working hours to vote, the employee, without loss of pay, take off up to 2 hours to vote. If the employee knows or has to believe that time off will be necessary to vote on Election Day, the employee must give the Company at least 2 working days’ notice that the time off for voting is desired.

Bereavement Leave. Any employee may take up to five (5) consecutive workdays off without pay following the death of the employee’s current spouse, parent, child, sister, brother, or domestic partner. Todd Warner may also approve additional time off.

Military Leave. Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law. The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws. Military orders should be presented to your supervisor and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Company unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the

period of leave in accordance with state and federal law. Additional information regarding military leaves may be obtained from your supervisor.

Jury and Witness Duty. Any employee wishing to serve on jury or witness duty may do so. You should bring any juror's questionnaire to your supervisor immediately after it is received so that arrangements to accommodate your absence may be made. While serving on a jury, you are expected to report for work whenever the court schedule permits, unless otherwise instructed by the Company. You may be required to provide the Company with written proof of jury duty. Non-exempt employees will not be paid by the Company while serving on a jury. An employee's salary will not be reduced for partial weeks of work due to service as a juror. You may keep any jury fees, appearance fees, or mileage allowances paid by the court while serving on jury duty. No action will be taken against any employee in any manner for requesting or taking any time off as provided for in this Section of the Handbook.

## **Receipt and Acknowledgment**

This is to acknowledge that I have received a copy of the Tailwagger's Employee Handbook. This Handbook sets forth the terms and conditions of my employment as well as the rights, duties, responsibilities and obligations of my employment with the Company.

I understand and agree that it is my responsibility to read and familiarize myself with all of the provisions of the Handbook. I further understand and agree that I am bound by the provisions of the Handbook.

I understand the Company has the right to amend, modify, rescind, delete, supplement or add to the provisions of this Handbook, as it deems appropriate from time to time in its sole and absolute discretion. I further understand that my employment is at will and no supervisor, or other employee of the Company, other than the Todd Warner can enter into an agreement for continued or indefinite employment or employment for a specific term, position, or rate of pay, and that any such agreement must be in writing.

My signature below certifies that I understand that the foregoing agreement on at will status is the sole and entire agreement between the Company and me concerning the duration of employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with the Company.

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Print Name

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Signature

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Date