Welcome to Social Sampling, Consumer Connector Division!

Starting a new job is exciting but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our corporation and answer many of your initial questions.

As an employee of Social Sampling, Consumer Connector Division, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest quality services to our customers and do so more efficiently and economically than our competitors. By satisfying our customers' needs we ensure they will continue to do business with us and will recommend Social Sampling to others.

You are an important part of this process because your work directly influences our corporation's reputation.

We are glad you have joined us and we hope you will find your work to be both challenging and rewarding.

Taylor Verbeck
President & CEO
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SECTION 1: THE WAY WE WORK

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the corporation. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the corporation. The policies outlined in this Employee Handbook should be regarded as guidelines only, which in a developing business will require changes from time to time. The corporation retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the corporation. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The corporation complies with federal and state law and this Employee Handbook generally reflects those laws. The corporation also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the corporation reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the Chief Executive Officer of the corporation. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period, a right to termination only "for cause" or any other guarantee of continued benefits or employment. Any agreement to employment for a specified period of time will be put into writing and signed by the Chief Executive Officer of the corporation.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR CORPORATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE CORPORATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE CORPORATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED— WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE CORPORATION.
This Employee Handbook refers to current benefit plans maintained by the corporation. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

**Building for the Future**

As with any business, revenues are an absolute necessity for maintaining jobs and building for the future. Rather than look at generating sales and revenue as an "undesirable task", we look at it as a "must" situation. How do we continue to generate revenues to ensure a secure future and continued opportunities for all employees? With teamwork. Together we must meet the challenges we face on a daily basis.

In general, we have mentioned benefits, responsibilities and operations. We have saved the most crucial component of this business for last --- You.

At all times, you represent the corporation and it is up to each one of you to take this responsibility seriously. Our corporation exists with your joint efforts. Don’t underestimate your contribution to it. We do not. A great many people outside the business who invest their time, money and faith in us are part of that equation. They are our customers. They will determine how fast we grow, how many people we will employ, how much service we render and the profit we make. In order to retain these customers, we want to ensure that our good service continues by always giving our customers the best possible value and quality. Working together and working well provides us with a bright future and with the most important commodity, a good reputation.

**A Word about Our Employee Relations Philosophy/ Open Door Policy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

We encourage you to bring your suggestions, questions, and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.
If you still have questions after meeting with your Supervisor or if you would like further clarification on the matter, request a meeting with your manager. (S)he will review the issues and meet with you to discuss possible solutions.

If you feel you have a problem, present the situation to your Supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your Supervisor will be able to satisfactorily resolve most matters.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the Chief Executive Officer.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your Supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.

**Americans with Disabilities Act (ADA) Policy**

Our corporation is committed to the principle of providing equal employment opportunities (EEO) to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your Supervisor of the need for accommodation. Upon doing so, your Supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The corporation will not seek genetic information in connection with requests for accommodation. All medical information received by the corporation in connection with a request for accommodation will be treated as confidential.

We are committed to complying with all federal, state and local laws providing equal employment opportunities and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination or retaliation because of age (40 and older), race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition (including genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding and/ or related medical conditions), gender, gender identity, gender expression (including transgender), sexual orientation, military or veteran status, citizenship status or any other status protected by federal, state or local laws. The Corporation is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay and other compensation, termination, and all other terms, conditions and privileges of employment.

The Corporation will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Corporation will take appropriate corrective and remedial action, if and where warranted. The Corporation prohibits retaliation against any Employees who
provide information about, complain about or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding ADA with your Manager or any other designated member of management.

**EEO Statement and Non-Harassment Policy**

*Equal Opportunity Statement*

The Corporation is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Corporation is dedicated to the fulfillment of this policy regarding all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Corporation will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy. The Corporation will take appropriate corrective and remedial action, if and where warranted. The Corporation prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager or any other designated member of management.

*Policy Against Workplace Harassment*

Our Corporation has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual’s race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the
California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual’s work even when the conduct takes place away from the workplace such as a business trip or business-related social function.

**Harassment**

**Harassment** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual’s race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Corporation premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

**Sexual Harassment**

**Sexual harassment** means harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment (“this for that”), which includes:
  - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual’s employment.
Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.

- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee’s work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - Leering, obscene or vulgar gestures, or sexual gestures.
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - Impeding or blocking movement, unwelcome touching, or assaulting others.
  - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

*Reporting Discrimination, Harassment and/or Retaliation*

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by another employee, Supervisor, manager or a third-party doing business with the corporation, you should immediately contact your Supervisor at (562) 365-0200. In addition, if you observe harassment by another employee, Supervisor, manager, or non-employee, please report the incident immediately to the individual listed above.

Your notification of the problem is essential to us. We cannot help to 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 we can take whatever steps are necessary to address the situation. **The corporation 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.**

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to Taylor Verbeck, President & CEO, at (562) 365-0200 x1162 so that the corporation may resolve the complaint internally. We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Corporation begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Corporation will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Corporation will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against
the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

**Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer and discharge of the employee, 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. If the Corporation determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Corporation may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Corporation will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

**Filing of Complaints Outside Corporation**

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes. California Department of Fair Employment and Housing, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758. 800-884-1684 (voice) or 800-700-2320 (TTY) or California’s Relay Service at 711 contact.center@dfeh.ca.gov. https://www.dfeh.ca.gov (main website). https://www.dfeh.ca.gov/shpt/ (online sexual harassment training courses). U.S. Equal Employment Opportunity Commission, 450 Golden Gate Avenue 5 West, P.O. Box 36025, San Francisco, CA 94102-3661. 800-669-4000 or 510-735-8909 (deaf/ hard-of-hearing callers only) http://www.eeoc.gov/employees.

**Retaliation**

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee’s employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or for cooperating in an investigation, changing someone’s work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.
The Corporation prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Corporation begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Corporation will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Corporation will normally communicate the results of the investigation to the complaining individual, to the alleged harasser and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Corporation determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Corporation may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Corporation will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

The Corporation is dedicated to treating its’ employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Corporation dress or grooming code, or the individual’s schedule, basic job duties or other aspects of employment. The Corporation will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Corporation will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees - when determining a reasonable accommodation. At no time will the Corporation question the validity of a person's belief.

If you require a religious accommodation, speak with your Manager.

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.
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 since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, FULL-TIME EMPLOYEES regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 30 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your Supervisor will notify you of your employment classification.

**Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our corporation is committed to employing only individuals who are authorized to work in the United States. Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the corporation.

**New Employee Orientation**

Upon joining our Corporation, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your Supervisor. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify your Supervisor as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your Supervisor. (S)he is a good source of information about the corporation and your job.
SECTION 2: YOUR PAY AND PROGRESS

Recording Your Time

Non-exempt employees must record their hours on our timekeeping system.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

All employees subject to this policy are required to accurately record all time worked.

The workweek is listed on the annual pay schedule available from your Supervisor.

Payday

You will be paid semimonthly according to the annual pay schedule available from your Supervisor.

When our payday is a holiday, you normally will be paid on the first working day after the holiday. If our payday is a Saturday or Sunday, you normally will be paid on Friday.

Please review your paycheck for errors. If you find a mistake, report it to your Supervisor immediately. Your Supervisor will assist you in taking the steps necessary to correct the error.

Paycheck Deductions

The corporation is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The corporation will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with your Supervisor.
You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

**Garnishment/ Child Support**

When an employee's wages are garnished by a court order, our corporation is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our corporation will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

**Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

**Overtime**

There may be times when you will need to work overtime so that we may meet the needs of our customers. If you are a non-exempt employee, you must have all overtime approved in advance by your Supervisor.

Generally, unless an alternate workweek is in effect or state law dictates otherwise, non-exempt, non-agricultural workers will be paid at a rate of time and one-half their regular rate of pay for: (1) hours worked in excess of eight hours in a day; (2) hours worked in excess of 40 hours in a week not compensated as daily overtime; and (3) for the first eight hours of work on a seventh day of work in a single workweek; and at a rate of double their regular rate of pay for: (a) hours worked in excess of 12 hours in a day; and (b) hours worked in excess of eight hours on a seventh day of work in a single workweek. In accordance with state law, rest and recovery periods may count as hours worked.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with your Supervisor.

**Reimbursement for Use of Digital Devices**

Social Sampling recognized that Consumer Connector Employees are required to use their personal digital devices like phones, tablets, computers, etc., to access Social Sampling websites and to communicate with Social Sampling to perform some of their job duties. These Employees will receive reasonable reimbursement for the value of the use of their personal digital devices. These Employees and internet/data plan on those devices, in direct consequence of the discharge of their job duties. Social Sampling will pay a flat amount of $ 1.25 per event they execute for all Employees who are required to use their personal digital devices to perform their job duties. If the reasonable value of an Employee's required use of his or her personal digital devices exceeds the flat reimbursement of $1.25, the Employee should obtain approval from his/
her supervisor or manager and submit excess charges on an expense report at the end of each month.

Employees are expected to follow applicable local, state and federal laws and regulations at all times, including the use of hands-free devices while driving. Employees who are charged with traffic violations resulting from the use of their personal digital devices while driving will be solely responsible for all liabilities that result from such actions.

**Reimbursement for Stationeries**

Social Sampling also recognizes that Consumer Connector Employees are required to use their stationeries like paper, envelopes, postage stamps, etc. to perform some of their job duties. These employees will receive reasonable reimbursement for the value of the use of their personal stationeries in direct consequence of the discharge of their job duties.

Social Sampling will pay a flat amount of $0.75 per event they execute for all Employees who use their personal stationeries to perform their job duties. If the reasonable value of an employee’s required use of his or her personal stationeries exceeds the flat reimbursement of $0.75, the Employee should obtain approval from his/ her supervisor or manager and submit excess charges on an expense report at the end of each month.
SECTION 3: BENEFITS

Employee Benefits

Our corporation has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the corporation. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The corporation reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

Holidays

Our corporation will be closed on the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Employees classified as exempt will be paid and all others will be unpaid for the above holidays except where state or federal wage and hour law dictates otherwise.

Paid Sick Leave (Accrual Method)

Eligible employees shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or July 1, 2015, whichever is later.

Eligible employees are entitled to use accrued paid sick days beginning on the 90th day of employment. The rate of pay shall be the employee's regular rate of pay. The actual dollar amount that you receive may vary according to your compensation plan.

The corporation limits an employee's use of paid sick days to the greater of 24 hours or three days in each calendar year.
Employees may not accrue more than 48 hours or six days of leave during each calendar year. A maximum of 48 hours or 6 days of accrued paid sick days shall carry over to the following year of employment.

Accrued paid sick leave may be used for:

1. Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member;

2. For an employee who is a victim of domestic violence, sexual assault, or stalking: to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or his/her child; to seek medical attention for injuries caused by domestic violence, sexual assault, or stalking; to obtain services from a domestic violence shelter, program or rape crisis center; to obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or to participate in safety planning and take other actions increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

“Family members” include: spouses, registered domestic partners, grandparents, grandchildren, siblings, children, and parents as defined by state law.

If the need to use paid sick leave is foreseeable, you must provide the corporation with reasonable advance notification.

If the need to use paid sick leave is not foreseeable, please provide notice of your intent to use paid sick leave as soon as practicable.

If an employee is scheduled to execute a project on a particular date and later finds out that he or she is unable to execute that project on the originally scheduled date due to any of above mentioned reasons, the employer will try to accommodate and reschedule the project as per employee’s request.

The approvals are granted on a project-to-project basis. The employer may request for a doctor’s note on a case-by-case basis. If the employer is unable to grant the reschedule request, then the employee may use accrued sick leave, if any available.

Accrued, but unused sick leave will not be paid out at the end of employment. If an employee is separated and rehired by the employer within one year from the date of separation, previously accrued and unused paid sick days shall be reinstated and the employee shall be entitled to use those previously accrued and unused paid sick days and to accrue additional paid sick days upon rehiring unless the employee was paid out for all accrued and unused sick leave upon separation of employment.

Notice

If the need to use paid sick leave is foreseeable, you must provide the corporation with reasonable advance notification.

We recognize that there may be occasions, such as sudden illness, when notice is not possible; in those situations, inform your Manager of the circumstances as soon as practicable.

You may also be asked to provide a certification of illness to your Manager.
Interaction with Other Leave

Paid sick leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

Retaliation

Employees will not be discriminated or retaliated against for taking or requesting leave in accordance with this policy.

Emergency Paid Sick Leave Policy (COVID-19)

Social Sampling provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.
The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at $511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day.
- Are caring for your child because of school or daycare closure, or because the childcare provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at $200 per day.

**Leave Rules**

You may elect to use emergency paid sick leave before using any accrued paid leave. The Corporation will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws. No leave provided by the Corporation before April 1, 2020, may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

**Requesting Leave**

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

**Documentation**

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.
To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or childcare provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The Corporation may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The Corporation is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

**Retaliation**

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.

**Expiration**

This policy expires on December 31, 2020. More than likely this policy will be extended.

**Jury Duty**

If you are summoned for jury duty, give reasonable advance notice to your Supervisor that you will need time off to serve. You will be granted an unpaid leave in order to serve.

We reserve the right to request proof of jury service issued by the Court upon return.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws unless the employee participates in jury duty over one week and that is at the discretion of the corporation.

Make arrangements with your Supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.
Voting Leave

Our corporation believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. California Elections Code section 14000 allows workers up to two hours off, without a loss of pay, to vote IF they do not have enough time to do so in their non-work hours. The law requires workers to notify their employers two working days before the election if they need to take time off to vote. We reserve the right to select the hours you are excused to vote. When you return from voting leave, you must present a voter's receipt to your Supervisor as soon as possible.

Military Leave (USERRA)

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.

Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. 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 corporation 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.

When returning from military leave of absence, you will be reinstated to your previous position or a similar position in accordance with state and federal law. You must notify your Manager of your intent to return to employment based on requirements of the law.

Additional information regarding military leaves may be obtained from your Supervisor.

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 corporation for at least 90 days immediately preceding the commencement of leave. The employee must give the corporation 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 corporation.
The corporation may require certification from the proper Civil Air Patrol authority to verify the employee's eligibility for leave. The corporation reserves the right to deny the leave request if the employee fails to provide the required certification.

Upon expiration of the leave, the corporation 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.

Employees may substitute accrued vacation for unpaid leave but are not required to exhaust accrued leave prior to taking leave under this policy. California Labor Code Section 1500-1507.

**Volunteer Firefighter Leave**

Employees who serve as volunteer firefighters, reserve peace officers, or emergency rescue personnel (includes officers, employees, or members of a disaster medical response entity sponsored or requested by the state) may be eligible for unpaid leave up to 14 days per calendar year for the purpose of engaging in fire, law enforcement, or emergency rescue training.

Employees who take leave should provide the corporation with a written statement from the chief of the employee's fire department verifying the time, date, and duration of the training.

**Witness Leave**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify your Supervisor of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

**Bone Marrow and Organ Donation Leave**

Employees are eligible to receive up to 30 business days of paid leave to serve as an organ donor and up to five business days of paid leave to serve as a bone marrow donor in a one-year period. The one-year period is measured from the date the employee's leave begins and shall consist of 12 consecutive months. The one-year period for both leaves is measured from the date leave begins. Employees must be employed by the corporation for at least 90 days immediately preceding the commencement of leave and request leave in writing.
When available, the employee must utilize up to five business days of accrued but unused sick or vacation leave for initial bone marrow donation leave and up to two weeks of accrued but unused sick or vacation leave for initial organ donation leave. The leave may not run concurrently with FMLA or CFRA leave.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, in most circumstances, upon return from leave under this policy you will be reinstated to the same or equivalent position; however, you will have no greater right to reinstatement than if you had been continuously employed during the leave. For example, if you would have been laid off had you not gone on leave, or if your position is eliminated during the leave, then you will not be entitled to reinstatement.

Provide your Supervisor with written verification from a physician that the donation will take place and that there is a medical necessity for the donation. For more information regarding this leave, please see your Supervisor.

The Corporation will not retaliate against Employees who request or take leave in accordance with this policy.

**School and Childcare Activities Leave**

Social Sampling Inc. Inc will provide employees who have one or more children that are of the age to attend a licensed childcare provider, kindergarten, or grades 1 through 12, with up to 40 hours of leave per year to participate in the following:

- Finding, enrolling, or re-enrolling the child in a school or with a licensed childcare provider;
- Participating in school or childcare-related activities; or
- Addressing a childcare provider or school emergency.

Leave is limited to eight hours in any calendar month.

To be eligible for leave, you must be a parent, guardian, stepparent, foster parent, grandparent, or a person who stands in the place of a parent (in loco parentis) to a child.

If you wish to take leave to enroll a child in school or with a childcare provider or to participate in a school or child-care related activity, you must provide reasonable advance notice to your Manager. If you need to take leave to address a childcare provider or school emergency, you must provide notice to your Manager as soon as practicable. You may be required to provide documentation from the school or childcare provider verifying that you participated in the school or childcare activity.

If both parents of a child work for the Corporation, only one parent — the first to provide notice — may take the time off, unless the Corporation approves both parents taking time off simultaneously.

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.
**Crime Victim Leave**

The Corporation provides Employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

There are two types of victims leave in California: victim's leave for judicial proceedings related to the crime and leave for any proceeding involving victim's rights.

Affected employees may elect to use accrued paid vacation, personal leave and/or sick leave in lieu of unpaid leave. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

The Corporation will not retaliate against Employees who request or take leave in accordance with this policy.

**Accommodations for Victims of Domestic Violence, Sexual Assault or Stalking**

The Corporation will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Corporation.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Corporation will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Corporation that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

**Certification**

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:
• A police report showing that you were a victim.
• A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
• Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, healthcare provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
• Any other form of documentation that reasonably verifies that the crime or abuse occurred.

**Unpaid Leave**

If you are a victim, the Corporation will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child. For purposes of unpaid leave, victim includes:

• A victim of stalking, domestic violence, or sexual assault.
• A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
• A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted of, committing the crime.

Immediate family member means:

• Your spouse or domestic partner.
• Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
• Your (or your spouse’s or domestic partner’s) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
• Your biological, foster, or adoptive sibling, stepsibling, or half-sibling.
• Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

**Notice**

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

• A police report indicating that you were a victim;
• A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
• Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The Corporation will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Corporation will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

Drug and Alcohol Rehabilitation Accommodation

The Corporation is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Corporation to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated.

Prohibited Conduct

The Corporation expressly prohibits employees from engaging in the following activities when they are on duty or conducting Corporation business or on Corporation premises (whether or not they are working):

• The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
• The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
• The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Corporation does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Corporation Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law if it does not impair your job performance or safety or the safety of others. If you take over-the-counter
medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

**Employer-Sponsored Events**

From time to time, the Corporation may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

**Treatment and/or Rehabilitation**

The Corporation may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Corporation may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Corporation may also require you to obtain a medical clearance and agree to random testing and a “one-strike” rule as a condition of continued employment.

**Violations**

Violation of this policy may result in disciplinary action, up to and including termination of employment.

**State Disability Insurance**

If you are unable to work for at least eight days due to a non-work-related illness or injury or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California’s State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible Employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor’s certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

The corporation will be notified that you have submitted a disability insurance claim.
Pregnancy Disability Leave (PDL)

If you are disabled by pregnancy, childbirth, or a related medical condition, Social Sampling will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A pregnancy-related disability is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job or would cause undue risk to you or your pregnancy’s successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Manager about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/ adoption or planned medical treatment, you must give at least 30 days’ notice. If 30 days’ notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave
If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

**Leave Request Process**

To request leave under this policy, obtain a leave request form from your Manager or Human Resources and return the completed form to Human Resources. If the need for leave is unforeseeable and you will be absent more than three days, contact Human Resources by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

**Call-In Procedures**

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

**Paid Leave Utilization During Pregnancy Leave**

You will be required to use available sick leave during PDL; however, you may opt to use any available vacation during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

**Certification and Fitness for Duty Requirements**

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Corporation, you may also be required to obtain a second and third certification from another health care provider at Corporation expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

**Temporary Transfer and Other Accommodations**

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Corporation. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.
The Corporation may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

**Benefits**

If the Corporation provides you with health benefits under a group health plan, the Corporation will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Corporation may recover the payment for your premiums under certain circumstances.

**Return to Work**

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

**Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

**Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Corporation. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

**False Reason for Leave**

You will be terminated if you provide a false reason for a leave.

**Retaliation**

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.

**New Parent Leave**

If eligible, the Corporation will provide you with up to 12 weeks of unpaid parental leave to bond with a new child within one year of the child's birth, adoption or foster care placement.
Eligibility

To be eligible for parental leave, you must meet the following requirements:

- As of the date leave begins, you must be employed with the Corporation for at least 12 months and for 1,250 hours during the previous 12 months.
- You must work at a worksite where the Corporation employs at least 20 Team Members within a 75-mile radius.

Notice Requirements

If the need for leave is foreseeable because of an expected birth, adoption or placement, you must provide at least 30 days' written notice. If 30 days' notice is not practicable due to a premature birth, unexpected adoption or unexpected foster placement, provide notice as soon as possible.

Usage

The minimum duration of parental leave is two weeks, and you must conclude any approved new parent leave within one year of the birth or placement for adoption or foster care.

In cases where both parents are employed by the Corporation and are eligible for leave, the maximum amount of total leave for both parents is 12 weeks. The Corporation may, but is not required to, grant simultaneous leave to both parents.

While on parental leave, Employees will be allowed to utilize accrued paid sick time.

Benefits

The Corporation will maintain your group health insurance coverage during the leave period under the same terms and conditions that would have applied had the leave not been taken. If you fail to return to work after leave, the Corporation may seek to recover any premiums paid for maintaining coverage by deducting the amount from your final wages, unless the failure to return to work was due to the continuation, recurrence, or onset of a serious health condition or other circumstances beyond your control.

Reinstatement

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

Retaliation

The Corporation will not discharge or otherwise discriminate against Employees who request or take leave in accordance with this policy.

Family and Medical Leave (FMLA) Policy
In accordance with the Family and Medical Leave Act of 1993 (FMLA), Great Scott Tree Service Inc provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

**Eligibility**

To qualify for FMLA leave, you must:
1. Have worked for the Corporation for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

**Leave Entitlement**

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:
- The birth of a child and in order to care for that child (leave must be completed within one year of the child’s birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child’s placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is the 12-month period follow the designated leave start date.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:
- Spouse means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- Child means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- Parent means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- Next of kin for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- Serious health condition means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care
provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, earaches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.

- Health care provider means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- Qualifying exigencies for military exigency leave include:
  - Short-notice call-ups/deployments of seven days or less (Note: Leave for this exigency is available for up to seven days beginning the date of call-up notice);
  - Attending official ceremonies, programs, or military events;
  - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
  - Making financial and legal arrangements;
  - Attending counseling sessions for yourself, the military service member, or the military service members’ son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
  - Rest and recuperation (Note: Fifteen days of leave is available for this exigency per event);
  - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (Note: Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
  - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
  - Other exigencies that arise that are agreed to by both the Corporation and you.

- A serious injury/illness incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

**Notice and Leave Request Process**

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days’ notice. If 30 days’ notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Corporation first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Corporation.
If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative’s serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Corporation will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days’ notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Corporation may require an examination by a second health care provider designated by us. If the second health care provider’s opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Corporation also reserves the right to require certification from a covered military member’s health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Corporation will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Corporation may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement
of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

**Family Care, Personal Medical, Military Exigency, and Military Care Leave**

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

**Paid Leave Utilization During FMLA Leave**

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers’ compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

**Fitness for Duty Requirements**

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

**Health Insurance**

Your health insurance coverage will be maintained by the Corporation during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the Corporation may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Corporation may require reimbursement for the health insurance premiums paid during the leave.

**Reinstatement**

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

**Spouse Aggregation**

If you and your spouse are both employed by the Corporation, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Corporation will be limited to a combined total of 26 weeks of leave to care for a
military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

**Failure to Return**

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Corporation is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

**Alternative Employment**

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Corporation. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

**Interaction with State and Local Laws**

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

**Abuse of Leave**

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

**Designation of Leave**

If the Corporation becomes aware of any qualifying reason for FMLA leave, the Corporation will designate it as such. An employee may not refuse FMLA designation under this policy.

**Retaliation**

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.

**Expanded Family and Medical Leave Policy (COVID-19)**

Social Sampling provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA). The Corporation’s existing Family and Medical Leave Act (FMLA) leave policy still applies to other FMLA-qualifying reasons not addressed in this policy.

**Eligibility**
Expanded family and medical leave is available to all employees that have been employed by the Corporation for at least 30 calendar days. You are considered to have been employed by the Corporation for at least 30 calendar days if:

- You were on the Corporation’s payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the Corporation on or after March 1, 2020 and were rehired or otherwise re-employed by the Corporation on or before December 31, 2020, provided that you had been on the Corporation’s payroll for leave upon reinstatement if you had been previously employed by the Corporation for 30 or more of the 60 calendar days prior to your layoff or termination.

**Reason for Leave**

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose childcare provide is unavailable, for reasons related to COVID-19. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

**Requesting Leave**

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

**Duration of Leave**

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above. This period of leave is included in, and not in addition to, the total FMLA leave entitlement of 12 weeks in a 12-month period as defined in the Corporation’s Family and Medical Leave Act policy.

**Compensation**

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of $200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed $200 per day and $10,000 in total, or $12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The Corporation will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.
For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

**Documentation**

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and
7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The Corporation may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The Corporation is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

**Restoration**

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

**Retaliation**

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.

**Expiration**

This policy expires on December 31, 2020. More than likely this will be extended.

**Military-Related Federal Leave (FMLA) Policy**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.
**Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

**Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.
An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

**Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National
Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the Chief Executive Officer of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.

2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.

3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.

5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.

6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.

7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member’s active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.

8. **Parental care.** To care for the military member’s parent who is incapable of self-care. The parent must be the military member’s biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.

9. **Mutually agreed leave.** Other events that arise from the military member’s duty under a call or order to active duty, provided that the corporation and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member’s active duty orders or rest
and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The corporation reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

**Military Spouse Leave**

Social Sampling provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your Manager of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave. You may elect to use any available paid time off for which you are eligible under Corporation policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy. The Corporation will not discriminate or retaliate against employees who request or take leave in accordance with this policy.

**California Family Rights Act (CFRA) Leave**

The Corporation provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

**Eligibility**

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Corporation prior to beginning CFRA leave; and
- You must have worked for the Corporation at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).
**Reasons for Leave**

You may take CFRA leave for the following reasons:

- The birth of a child, or adoption or foster care placement of a child with you.
- To care for your own or your family member’s serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

**Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.

**Child** means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom you stand in loco parentis.

**Parent** means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to you when you were a child.

**Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

**Leave Usage**

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the 12-month period measured forward from the day CFRA leave began.

You are required to use any accrued vacation time or other paid accrued time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave. You also are required/may elect to use any accrued sick leave that you are eligible to take during the otherwise unpaid portion of CFRA leave if the CFRA leave is for your own serious health condition, a qualifying exigency, or any other reason mutually agreed to between you and the Corporation.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

**Interruption Leave**

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

**Notice**

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Corporation operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.
Certification

Where leave is requested for your own or a covered family member’s serious health condition, the Corporation may require you to provide certification from your or their health care provider.

If leave is for your own serious health condition, certification must include:

1. The date on which the serious health condition commenced.
2. The probable duration of the condition.
3. A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member’s serious health condition, certification must include:

1. The date on which the serious health condition began.
2. The probable duration of the condition.
3. An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
4. A statement that the family member’s serious health condition requires you to provide care during the period of treatment or supervision.

The Corporation may require subsequent recertification of your own serious health condition if additional leave is required.

If the Corporation has reason to doubt the validity of the certification provided, the Corporation may require, at its own expense, that you obtain a second opinion from a health care provider, designated or approved by the Corporation. If the second opinion differs from the original certification, the Corporation may again require, at its own expense, that you obtain a third opinion from a different health care provider, designated or approved jointly by you and the Corporation. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Corporation provides you with health benefits under a group health plan, the Corporation will maintain and pay for your health coverage [[for up to 12 weeks]] at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.
Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Corporation may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The Corporation will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave Insurance (PFL)

California’s Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers’ compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Social Security

During your employment, you and the corporation both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by the Corporation and provides temporary income for Employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Corporation. Information about unemployment insurance can be obtained from your Supervisor.
Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all Employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave and rehabilitation services as well as payment for lost wages due to work-related injuries. If you are injured on the job while working at the Corporation, no matter how slightly, you are to report the incident immediately to your immediate Supervisor. Management must be notified within 24 hours of the injury. Consistent with applicable state law, failure to report an injury within a reasonable period could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.
SECTION 4: ON THE JOB

Wage Disclosure Protection

The Corporation, consistent with California law, does not prohibit an employee from inquiring about, disclosing, comparing or otherwise discussing the employee’s wages or the wages of another employee.

The corporation will not take an adverse employment action or retaliate against an employee for discussing his or her wages. The corporation will not prohibit an employee from lodging a complaint or testifying, assisting or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy shall be construed to permit an employee with regular access to wage information in the course of the employee’s work from disclosing wage information, unless the person is under a legal obligation to furnish the information. Additionally, nothing in this policy requires an employer or an employee to disclose wages in response to an inquiry by another employee.

Attendance and Punctuality

Attendance and punctuality are important factors for an employee’s success within Social Sampling. Social Sampling expects employees to report for work on time for every scheduled job. An employee who is unable to report to work at the designated time is required to notify his or her supervisor as far in advance as feasible under the circumstances. Refer your Event Instructions for additional contact information. In case of absence, notify at least 3 days in advance so that the job can be rescheduled or reassigned to other employees. Without notifying the company of the absence on a timely manner (No Call No Show) will be considered unprofessional and can result in disciplinary action up to termination, depending on if the employee had received other warnings or disciplinary actions previously. A No Call No Show for the first job or 3 No Call No Shows during a 1 year period can result in immediate termination. Being a very punctual and reliable employee may help you to schedule more jobs in the future and vice versa.

Emergency Absence - If the employee is unable to contact the company for any absence, he or she should ask a representative (such as a family member or friend) to do so on the employee’s behalf. If the employee or a representative is unable to contact Social Sampling due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or his or her representative from contacting the company), the employee or his or her representative must contact the company as soon as practicable to explain the situation. In extreme circumstances, the employer will consider the explanation and its timing before determining if the disciplinary action or voluntary resignation will be upheld. Social Sampling will evaluate these types of situations on a case-by-case basis.

Sick Absence - If an employee has to miss scheduled job due to a sudden illness, the employee should make every attempt to notify his or her supervisor as soon as possible.
Meal, Rest and Recovery Time

Except for certain exempt employees, all employees who work five or more hours in a day are required to take an uninterrupted 30-minute unpaid duty-free meal period 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 10th 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 the corporation, 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.

An employee shall not be required to work during a meal period, in accordance with state law. If the corporation fails to provide an employee with a required meal period, the employee will be paid one additional hour of pay at the employee's regular rate of compensation.

The corporation 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.

No corporation manager or Supervisor is authorized to instruct an employee how to spend his or her personal time during a meal period. You should immediately report a manager’s or Supervisor’s instruction to skip or work during a meal period to your Supervisor.

Waiver of Meal Period  Employees may waive their meal periods only under the following circumstances. If an employee will complete their workday in six hours, the employee may waive their meal period. Additionally, depending upon your occupation, employees who work more than ten hours in a day may be able to waive their second meal period, but only if they take their first meal period and they do not work more than 12 hours that day. Please speak to your Supervisor for clarification on whether you are entitled to waive your second meal period. Anytime you elect to waive a meal period you must submit a written request and receive prior written authorization from your Supervisor. Employees may not waive meal periods to shorten their workday or to accumulate meal periods for any other purpose.

On Duty Meal Period  In limited situations, certain designated employees may be required to work an on-duty meal period due to the nature of the employee's duties. Only if the nature of your job duties requires it, and you and the corporation 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.

One Day Rest in Seven

In accordance with California law, non-exempt Employees are generally permitted, on average, one day of rest for every seven days of work depending upon scheduling and business needs as well as availability and interest in additional hours of work.
**Lactation Breaks**

The corporation will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid, in accordance with state law. The corporation 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.

Notify your Supervisor to request time to express breast milk under this policy. The corporation reserves the right to deny an employee's request for a lactation break if the additional break time will seriously disrupt operations and in accordance with applicable law.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your Supervisor.

**Standards of Conduct**

Each employee has an obligation to observe and follow the corporation's policies and to maintain proper standards of conduct at all times. Failure to adhere to the corporation's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the corporation. The corporation does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action, up to and including discharge: violation of the corporation's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with the corporation; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in corporation activities or in corporation vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment; discrimination or retaliation in violation of the corporation's EEO and No Harassment policies; performing outside work or use of corporation property, equipment or facilities in connection with outside work while on corporation time; poor attendance or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.
Access to Personnel Files

Upon request, current and former employees may inspect their own personnel files at a mutually agreeable time, on corporate premises in the presence of a corporate official. You will be permitted to see any records regarding your qualification for employment, promotion, wage increases, earnings and deductions, or discipline. The corporation will make the records available within 30 days after receipt of a written or oral request for review. Exceptions include records regarding criminal investigation and any letters of reference maintained by the corporation. You will be allowed to have a copy of any document that relates to your performance or any grievance that concerns you. The corporation complies with state law record retention requirements for current and former employees.

For more information, contact your Supervisor.

Customer and Public Relations

Our corporation's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

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

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

Non-Solicitation

The corporation believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g., selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee’s break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee’s statutory rights, including discussing terms and conditions of employment.
**Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the corporation's Acceptable Use of Electronic Communications policy and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on corporation premises at any time. Literature that violates the corporation's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

**Changes in Personal Data**

To aid you and/ or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/ or beneficiaries should be given to your Supervisor promptly.

**Care of Equipment**

You are expected to demonstrate proper care when using the corporation's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property report it to your Supervisor at once.

**Travel/ Expense Accounts**

The corporation will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See your Supervisor regarding additional reimbursable business expenses.
Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used, transmitted, or stored using the corporation's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. “Electronic communications” include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

Corporation Control of Systems and Electronic Communications: All electronic communications contained in corporation systems are corporation records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the corporation. The systems and electronic communications are accessible to the corporation at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The corporation's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the corporation at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the corporation's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, customer lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on corporation systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.
Prohibited Uses of Our Systems: Employees may not use corporation systems in a manner that is unlawful, wasteful of corporation resources, or unreasonably compromises employee productivity or the overall integrity or stability of the corporation's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of corporation policies.

In addition, employees may not use our corporation systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your Supervisor;
- To download, save, send or access any site or content that the corporation might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the corporation or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another’s identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes; or use another person’s account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the corporation. You may not install password or encryption programs without the written permission of your Supervisor. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The corporation complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the corporation may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.
If you have questions about the acceptable use of our systems or the content of electronic communications, ask your Supervisor for advance clarification.

**Social Media**

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the corporation.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the corporation, fellow employees, customers, and people working on behalf of the corporation or competitors.

Do not create a link from your blog, website or other social networking site to the corporation's website without identifying yourself as a corporate employee. Express only your personal opinions. Never represent yourself as a spokesperson for the corporation or make knowingly false representations about your credentials or your work. If the corporation is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the corporation. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the corporation.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The corporation prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the corporation complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your Supervisor.
**Protecting Corporate Information**

Protecting our corporation's information is the responsibility of every employee. Do not discuss the corporation's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee’s employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/ compensation with our corporation must be forwarded to your Supervisor.

The corporation’s address shall not be used for the receipt of personal mail.

**Conflict of Interest/ Code of Ethics**

A corporation's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the corporation, or any of its customers, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations or business entities, or engage in activities, investments or associations that compete with the corporation, interferes with an employee's business judgment concerning the corporation's best interests, or exploits an employee's position with the corporation for personal gain.

The corporation adheres to the highest legal and ethical standards applicable in our business. The corporation's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the corporation shall conduct their personal affairs such that their duties and responsibilities to the corporation are not jeopardized and/ or legal questions do not arise with respect to their association or work with the corporation.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

**Performance Review**

Good Sales and consistent performance are some of the important factors for an Employee's success within Social Sampling. Point Of Sale (POS) data analysis is used to measure performance. Top 3 high performers may be rewarded. The number of high performers and their corresponding rewards can vary program-to-program. Being a top performer may help you to schedule more jobs in the future and vice versa.
Each time an Employee is identified as a low performer, the Employee will be notified. If there are any special situations and explanations to be considered, Social Sampling will evaluate those on a case-by-case basis. Being a low performer can result in termination, depending on if the employee had received other warnings or disciplinary actions previously.

Being a low performer 5 times during a 12-month period may result in immediate termination.

**Grievance/ Arbitration Process**

Employees should contact their immediate manager to resolve any issues. In case of no/satisfactory resolution from the immediate manager, employees should contact the company grievances council at the email address grievancescouncil@socialsampling.com. If the issue is still not resolved, employees should request for an independent and mandatory arbitration process.

As a condition of continued employment, the Corporation and the Employee mutually agree to arbitrate claims. This agreement is issued with the authority of the Corporation and is binding on the Corporation. This Agreement may not be altered except by consent of the Corporation and shall be immediately effective upon notice to Employee of its terms, regardless of whether it is signed by either Agreeing Party. Any change to this Agreement will only be effective upon notice to Employee and shall only apply prospectively. No change may be made to this Arbitration Clause or contents of the Handbook after an Employee makes a claim.

Only if all of the above administrative remedies are exhausted, the Employees should initiate a judicial process.

**If You Must Leave Us**

Social Sampling Inc. that your employment with the Corporation will be a mutually rewarding experience; however, the Corporation acknowledges that varying circumstances can cause you to resign employment. The Corporation intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Should you decide to leave your employment with us, we ask that you provide your Supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the corporation.

You may be asked to participate in an exit interview when you leave Social Sampling. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Corporation in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

Employees, who are rehired following a break in service in excess of six months, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the
effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Our corporation does not provide a "letter of reference" to former employees. Generally, we will confirm upon request our employees' dates of employment, salary history, and job title. Social Samplings Inc.'s policy is to confirm dates of employment and job title only. With written authorization, the Corporation will confirm compensation. Forward any requests for employment verification to Human Resources.

All corporate property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the corporation may take action to recoup any replacement costs and/or seek the return of corporate property through appropriate legal recourse.

Final Pay

The Corporation will pay separated employees in accordance with applicable laws and other sections of this handbook. Notify the Corporation if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.
SECTION 5: SAFETY IN THE WORKPLACE

Each Employee's Responsibility

Safety can only be achieved through teamwork at our corporation. Each employee, Supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your Supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your Supervisor immediately.

2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the corporation's property is forbidden.

3. Use, adjust and repair machines and equipment only if you are trained and qualified.

4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.

5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your Supervisor.

6. Know the locations, contents and use of first aid and fire-fighting equipment.

7. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Business Closure and Emergencies

The Corporation recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Corporation Closure

Examples of emergencies when the Corporation may close include, but are not limited to, power outage, inclement weather conditions, government imposed shut down, etc.

Notification

In an emergency, the Corporation will make every effort to notify you of the closing by phone/ email/ website. These notification efforts assume that you have access to electricity and internet and/ or phone service.
When the Corporation is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the Corporation is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

**Partial-Day Closure**

If an emergency event such as inclement weather or a power outage occurs, the Corporation may decide to close mid-day. When the Corporation closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely. If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

**Notified of Closure Prior to Reporting to Work**

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

**Extending Leave**

When the Corporation closure ends, you are expected to report to work. Contact your Manager if you cannot return to work at the end of the closure. The Corporation recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

**If You Cannot Get to Work**

Unique circumstances may affect your ability to come to work even when the Corporation is able to remain open. The Corporation recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Manager, by any method possible.

Time missed under circumstances where the Corporation remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

**Workplace Violence**

Violence by an employee or anyone else against an employee, Supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to corporate property in the event someone, for whatever reason, may be unhappy with a corporate decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your Supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate
harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the corporation's investigation, may result in disciplinary action, up to and including discharge.

**Workplace Searches**

To protect the property and to ensure the safety of all employees, customers and the corporation, the corporation reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the corporation's premises. In addition, the corporation reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the corporation, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the corporation.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the corporation's security procedures or any other corporation rules and regulations.

**No Weapons in the Workplace**

Possession, use or sale of weapons, firearms or explosives on work premises, while operating corporate machinery, equipment or vehicles for work-related purposes or while engaged in corporate business off premises is forbidden except where expressly authorized by the corporation and permitted by state and local laws. This policy applies to all employees, including but not limited to, those who have a valid permit to carry a firearm.

If you are aware of violations or threats of violations of this policy, you are required to report such violations or threats of violations to your Supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

**Substance Abuse**

The corporation has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the customers we serve. The unlawful or improper
presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the corporation the following substance abuse policy.

The corporation has implemented a drug testing program in compliance with local, state and federal laws. If the corporation has a reasonable suspicion of drug or alcohol abuse on the job and/or the employee is personally revolved in a work-related injury or damage of property, the employee may be sent for a drug and/or alcohol test. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor’s orders and the doctor advised the employee that the substance does not adversely affect the employee’s ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on corporate paid time, on corporate premises, in corporate vehicles, or while engaged in corporate activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the corporation is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy who is subject to discharge, may be permitted in lieu of discharge, at the corporation’s sole discretion, to participate in and successfully complete an appropriate treatment, counseling or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the corporation maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The corporation will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the corporation’s policies and applicable federal, state, and local laws.

The corporation further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of corporation issued lockers, desks or other suspected areas of concealment, as well as an employee’s personal property when the corporation has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines. For more information, please speak to your Supervisor.
Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have viewed the copy of the Social Sampling, Corporate Division Employee Handbook (Handbook) and that I have read it, understand it and agree to comply with it. I understand that the Corporation has the maximum discretion permitted by law to interpret, administer, change, modify or delete the rules, regulations, procedures and benefits contained in the handbook at any time with or without notice. No statement or representation by a Manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the Chief Executive Officer of the Corporation. I also understand that any delay or failure by the Corporation to enforce any rule, regulation or procedure contained in the handbook does not constitute a waiver on behalf of the Corporation or effect the right of the Corporation to enforce such rule, regulation or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Corporation representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Corporation representative) or a collective-bargaining agreement that conflicts with the terms of this Handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

The validity, interpretation, and performance of this employment handbook shall be controlled by and construed under the laws of the State of California. I agree that all disputes arising out of my employment with Social Sampling will be adjudicated in the Orange County Superior Court.

This Handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This Handbook supersedes any previous handbook or policy statements, whether written or oral, issued by the Corporation.

If I have any questions about the content or interpretation of this handbook, I will contact our Supervisor.

__________________________________________  ______________________________
Signature                                      Date

__________________________________________
Print Name