



# **EMPLOYEE HANDBOOK**

## **North Agenda DBA Stage Ops**

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## **INTRODUCTION**

### **Introduction**

North Agenda DBA Stage Ops (the "Company") is pleased to have you as one of our employees. You are joining an organization that has established an outstanding reputation for quality products and services. Credit for this goes to every one of our employees and we hope that you will find satisfaction and take pride in your work here. Stage Ops provides even labor staffing and has 20 years of experience. Freelance employees are hired to go to events with clients at all types of remote locations working short-term jobs.

This Employee Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures of the Company.

It is important that you read and familiarize yourself with the policies in this Employee Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook or in any other related document.

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

This handbook sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates nor is intended to create a promise or representation of continued employment for any employee.

If you have any questions concerning the contents of this handbook, please consult Sean Sandoval (info@stageops.net (818) 217-0255) or your manager.

### **Mission and Vision**

Stage ops-Staging & Events Solutions, the premier labor staffing solution in al major areas of the Unites States, is a provider of high-quality technical professionals since 1991. With our ever-expanding experienced crews throughout the nation, our partners in a wide range of industries have come to depend on Stage Ops to provide cost-effective staffing solutions.

### **Core Values**

We staff Corporate, industrial, meetings, trade shows, and other special events with Stagehands, Video and Audio Technicians, Carpenters, and various other live event personnel.

## **EMPLOYMENT RELATIONSHIP**

### **Employment At-Will**

Employment with the Company is on an "at-will" basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without

cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice unless there is a properly executed written agreement to the contrary.

No one other than the Company CEO or president has the authority to create an employment relationship other than on an “at-will” basis and any such agreement must be in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy, or practice.

## **Immigration Law Compliance**

All individuals hired by the Company will be required to establish and certify their identity and right to work in the United States. Everyone employed by the Company will be required to complete Section 1 of Form I-9 on their first day of employment, and produce, within three business days, proof of their identity and eligibility to work in the United States.

## **Equal Employment Opportunity**

The Company is an equal opportunity employer and makes all employment decisions based on merit, qualifications, and abilities.

The Company shall recruit, hire, train, and promote in all job titles, including interns, apprentices, and volunteers, without regard to race, religious creed (including religious dress and grooming practices), color, national origin (including language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical disability, mental disability, medical condition, genetic information, registered domestic partner status, marital status, sex (including pregnancy), sexual orientation, gender, gender identity (including transgender identification), gender expression, age for individuals over forty years of age, military and veteran status of any person, or any other consideration made unlawful by federal, state, or local laws (“protected characteristics”).

Pay discrimination between employees of the opposite sex performing substantially similar work, as defined by state and federal law, is prohibited. Pay differentials may be valid in certain situations defined by law. Employees will not be retaliated against for inquiring about or discussing wages. However, the Company is not obligated to disclose the wages of other employees.

All personnel actions such as compensation, benefits, Company-sponsored training, apprenticeships, internships, volunteer opportunities, transfer, demotion, termination, layoff, and return from layoff, shall be administered without regard to any protected characteristic stated under federal, state, or local laws.

In addition, the Company has numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you, or that you have otherwise been discriminated against, you should report your concern(s) to your manager or Sean Sandoval (info@stageops.net (818) 217-0255).

You may discuss equal employment opportunity related questions with Sean Sandoval (info@stageops.net (818) 217-0255) or with your manager.

## **Commitment to Diversity**

The Company is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at the Company and is an important principle of sound business management.

## **Prohibition Against Discrimination and Harassment in the Workplace**

The Company is committed to providing a work environment free of unlawful discrimination and harassment, including sexual harassment.

Company policy prohibits unlawful discrimination and harassment based on race, religious creed (including religious dress and grooming practices), color, national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States is authorized under federal law), ancestry, physical disability, mental disability, medical condition, genetic information, registered domestic partner status, marital status, sex (including pregnancy), gender, gender identity (including transgender identification), gender expression, age, sexual orientation, military and veteran status of any person, or any other consideration made unlawful by federal, state or local laws ("protected classification"). It also prohibits unlawful discrimination and/or harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination and harassment is unlawful and prohibited by the Company.

The Company's anti-discrimination/anti-harassment policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. "third parties"). The Company's anti-discrimination/anti-harassment policy prohibits unlawful harassment by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party. Applicants, employees, unpaid interns, volunteers, and independent contractors are all protected from discrimination and harassment under this policy.

Discrimination and harassment based on a job applicant or employee's protected classification (defined above) is against state and federal law.

Sexual harassment is a form of gender discrimination. Both state and federal law prohibit discrimination and harassment based on a job applicant or employee's gender.

Sexual harassment is any unwelcome sexual advance, request for sexual favor, or other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct is used as the basis for employment decisions; or
- Such conduct has the purpose or effect of unreasonably interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.

There are two recognized types of sexual harassment under state and federal law: quid pro quo and hostile work environment.

- “Quid pro quo” sexual harassment is when someone offers a benefit in exchange for sexual attention or threatens your job if you refuse their sexual attention. Examples of quid pro quo harassment include:
  - Offering better working conditions or opportunities in exchange for sexual favors;
  - Threatening adverse working conditions or denial of opportunities if sexual advances are denied;
  - Using pressure, threats, or physical acts to force a sexual relationship; and
  - Retaliating against an employee for refusing a sexual advance.
- “Hostile work environment” sexual harassment is when an individual engages in conduct that is unwelcome and unwanted, based on a protected class (such as sex), and is either so pervasive or severe that it affects the terms and conditions of employment. Conduct can be either verbal, physical, or visual.

Prohibited unlawful harassment based upon sex (gender or pregnancy), or other protected characteristics (age, race, national origin, etc.) includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for having reported or threatened to report harassment.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of his/her gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire.

The Company needs, expects, and encourages you to come forward, without delay, should you suspect that any form of discrimination or harassment has occurred in the workplace. The Company takes all complaints regarding discrimination and harassment in the workplace seriously. If you feel you have been subject to discrimination or harassment, please notify the Company immediately using the Company’s Complaint Reporting Procedure (below). Discrimination and harassment in the workplace will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in discrimination, harassment, or retaliation in violation of this policy will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

## **Prohibition Against Retaliation in the Workplace**

The Company prohibits retaliation against any person who opposes, reports, or assists another person in reporting suspected discrimination, harassment, and/or sexual harassment in the workplace. The Company also prohibits retaliation against any person who in good faith reports conduct they believe may be fraudulent, unethical, retaliatory, or a violation of the laws and regulations under which we do business. Employees who come forward in good faith to report

such concerns in the workplace will be protected from retaliation for having done so. Similarly, employees who in good faith participate in an investigation of reported misconduct will be protected from retaliation. The previously listed activities shall be referred to herein as “protected conduct.”

The Company’s anti-retaliation policy applies to all persons involved in the operation of the Company, including all Company employees, supervisors, and those in management, as well as all persons doing business with or for the Company including vendors, customers, independent contractors, and others who enter the workplace (i.e. “third parties”). The Company’s anti-retaliation policy prohibits retaliatory conduct against employees who have engaged in protected conduct by any employee of the Company (including supervisors, managers, and co-workers of the above-listed persons) or by any third party.

The Company needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. The Company takes all complaints regarding retaliation in the workplace seriously. If you feel you have been subject to retaliation, please notify the Company immediately using the Company’s Complaint Reporting Procedure (below). Retaliation will not be tolerated.

Any employee, regardless of position or title, whom the Company determines has engaged in retaliation in violation of this policy, will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Please note that nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

## **Disability and/or Pregnancy Accommodation**

The Company does not discriminate on the basis of a) pregnancy, childbirth, or a pregnancy-related medical condition, b) a physical or mental disability, or c) a medical condition, as defined under state and federal law. The Company will comply with all federal and state laws concerning the employment of persons with conditions described above and will not discriminate against these individuals in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment. Such employees may be entitled to a reasonable accommodation to the extent required by law if they are unable to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits.

Any employee who requires an accommodation is encouraged to contact Human Resources to discuss appropriate reasonable accommodations that may be available. The Company will engage in an interactive process to determine if the Company can reasonably accommodate the employee. The Company is not required to provide the specific accommodation an employee requests or an accommodation that would pose an undue hardship or a direct threat to workplace safety.

Human Resources is responsible for implementing this policy, including resolution of reasonable accommodation requests. Please contact Sean Sandoval (info@stageops.net (818) 217- 0255) with any questions or requests for accommodation.

## **Religious Accommodation**



Any applicant or employee who requires an accommodation based on a religious belief and/or religious practice should contact Sean Sandoval (info@stageops.net (818) 217-0255), specify what accommodation he or she needs and request such an accommodation. In addition, if the Company becomes aware of an applicant's or employee's need for religious accommodation, the Company will contact the applicant or employee to discuss a potential accommodation. As a part of the interactive process, the Company will identify possible reasonable accommodations, if any, that will help accommodate the applicant's or employee's religious beliefs and/or religious practices. If there is more than one reasonable accommodation that will not impose an undue hardship, the Company will identify and select the accommodation(s) that will be made for the applicant or employee.

## **Genetic Information Non-Discrimination (GINA) Policy**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member using assistive reproductive services. If you have any questions about the information to be provided, please contact Sean Sandoval (info@stageops.net (818) 217-0255).

## **Open Door Policy**

In an organization as dynamic and creative as the Company, disagreements among employees or between managers and employees will occasionally arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the "Open Door Policy" provides an effective path towards resolution. If you have a job-related problem, complaint, or suggestion, you are encouraged to speak to your supervisor or any member of management at a mutually convenient time.

We encourage all our employees to use the Open Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of laws or regulations, or making other disclosures to the government protected under whistleblower provisions of federal or state laws and regulations.

This procedure should not be construed as preventing, limiting, or delaying the Company from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where the Company deems such action appropriate.

## **Complaint Reporting Procedure**

The Company encourages all individuals to report any incidents of unlawful discrimination, sexual harassment, other harassment, retaliation, or denial of accommodation immediately so that complaints can be quickly and fairly resolved.

If you believe that you have been the victim of discrimination, harassment (including sexual harassment), retaliation, and/or denied accommodation (for your disability, pregnancy, childbirth, or related medical condition, or for your religious belief and/or religious practice), you should report this problem to your immediate supervisor or any other member of management and/or Sean Sandoval (info@stageops.net (818) 217-0255). In a case where your complaint may involve your immediate supervisor, you should notify any other member of management and/or Sean Sandoval Sean Sandoval (info@stageops.net (818) 217-0255). In a case where your complaint may involve your immediate supervisor, you should notify any other member of management and/or Sean Sandoval Sean Sandoval (info@stageops.net (818) 217-0255). Alternatively, if you feel that you are unable to state your complaint to your immediate supervisor, any other member of management, and/or Sean Sandoval (info@stageops.net (818) 217- 0255), you may also report your complaint by using the Company's Employee Complaint Hotline at (818) 217-0255. This service is provided at no cost to you by a third-party operator who is independent from the Company.

Your complaint should be as detailed as possible. You will be asked to provide the details of the incident(s) that occurred and the names of all individuals involved and any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

Supervisors and managers will refer all complaints involving discrimination, harassment, or other prohibited conduct to Human Resources. Upon receipt of a complaint, Human Resources will immediately undertake an effective, thorough and objective investigation of the allegations. All complaints will be investigated.

Investigations will be kept confidential to the extent possible. Information obtained during the complaint procedure and investigation will be only shared with those individuals on a need-to-know basis or as required by law. A Company representative will advise all parties concerned of the results of the investigation.

If the Company determines that discrimination, harassment, or other prohibited conduct has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination, harassment or other prohibited conduct will be subject to appropriate disciplinary action, up to and including unpaid suspension and/or termination of employment.

The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees, co-workers, or third parties.

You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

The nearest office is listed in the telephone book or can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov) or at the addresses listed below:

California Department of Fair Employment and Housing  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758  
Phone: 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711  
[contact.center@dfef.ca.gov](mailto:contact.center@dfef.ca.gov)  
<https://www.dfeh.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue,  
5 West, P.O. Box 36025  
San Francisco, CA 94102-3661  
1-800-669-4000 or 1-800-669-6820 (TTY)  
<https://www.eeoc.gov/field-office>

## WORK HOURS AND PAYROLL

### Work Schedules

Work schedules for employees vary throughout our organization depending on the position, the season and customer needs. Due to fluctuating application schedules, we must remain flexible in the hours and days we work.

The workweek for all employees is from 12:00am Sunday to 11:59pm the following Saturday. The workday for all employees is from 12:00am to 11:59pm the same day.

Employee work schedules are generally established within this framework. When required, an employee's normal work schedule may be somewhat shorter or longer.

You will be advised of your daily starting time. Employees are expected to be at their assigned work areas, ready to begin work, when their shift commences.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Your supervisor will notify you of your work schedule.

### Off-The-Clock Work

Non-exempt employees must accurately record all time worked, regardless of when and where the work is performed. Off-the-clock work (engaging in work assignments or duties that are not reported as time worked) is prohibited. Nonmember of management may request, require, or authorize non-exempt employees to perform work without compensation. This includes checking email on personal devices after work hours. Any possible violations should be reported promptly to a supervisor or member of management.

### Employment Status

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the Company classifies its employees as follows:

- **Full-Time Non-Exempt Employees** – Full-time non-exempt employees are those employees who are normally scheduled to work and who do work a schedule of 40 or more hours per week.
- **Part-Time Non-Exempt Employees** – Part-time non-exempt employees are those employees who are scheduled to and do work less than 40 hours per week. Part-time non-exempt employees may be assigned a work schedule in advance or may work on an as-needed basis.
- **Temporary Employees** – Temporary employees are those employees hired for a particular task. Irrespective of the amount of time necessary to complete that task, such employees shall not by the passage of time be converted to full-time employees.
- **Exempt Employees** – Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are

compensated on a salary basis and are not eligible for overtime pay. Generally, executive, administrative, professional, and certain outside sales employees are overtime exempt. Your supervisor will inform you if you are classified as an exempt employee.

Employees are notified of their employment classification, status, and responsibilities at the time of hire, re-hire, promotion or at any time a change in status occurs. Most employees hired by the Company are hired on a temporary basis. Scheduling and benefits will be communicated upon hire and are offered in accordance with applicable federal, state and local laws. These classifications do not alter the employment at-will status.

The Company may review or change employee classifications at any time.

Exempt employees and full-time non-exempt employees will be provided Company benefits in accordance with federal and state laws and Company policy. Any benefits provided by the Company will be explained in a separate document and may change from time to time at the discretion of management and in accordance with federal and state law. If you have questions regarding benefits which may apply to you, please contact Sean Sandoval (info@stageops.net (818) 217-0255) or management.

Temporary and part-time employees will not participate in any Company benefit programs, except where mandated by applicable law.

## Overtime for Employees in Non-Exempt Positions

When operating requirements or other needs cannot be met during regular working hours, employees in non-exempt positions will be assigned or given the opportunity to volunteer for overtime work assignments. All overtime work must receive prior authorization from your supervisor or manager. Overtime assignments will be distributed as equitably as practical to all employees in non-exempt positions who are qualified to perform the required work.

As required by law, overtime pay is based on actual hours worked. Time on vacation, holiday or sick time, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization (written or verbal) from management may result in corrective action, up to and including unpaid suspension and/or termination of employment.

Overtime is paid to employees in non-exempt positions according to state and federal regulations, as set forth below:

- **Time and one-half:** Compensation for hours worked in excess of eight (8) hours and not more than twelve (12) hours in one workday, forty (40) hours in one workweek, and the first eight (8) hours on the seventh (7th) consecutive day of work in one workweek, is paid at one and one-half (1.5) times the employee's regular rate of pay.
- **Double Time:** Compensation for hours worked in excess of twelve (12) hours in one workday or in excess of eight (8) hours on the seventh (7th) consecutive workday in one workweek, is paid double (2.0) the employee's regular rate of pay.

If for any reason you have not been paid overtime in accordance with our policy, please immediately notify your supervisor.

Please see the Company's "Work Schedules" policy for a definition of the workweek and workday applicable to non-exempt employees.

## **Rest and Meal Periods**

### **Rest Periods (“Breaks”)**

Employees are provided a paid 10-minute rest period for every 4 hours of work or major fraction thereof unless the employee's total work time is less than 3.5 hours. The rest period must be taken in the middle of each work period. There may be practical considerations that make this general timing infeasible and that require the Company to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible. This rest period may not be waived.

Rest periods will be scheduled by your supervisor. All employees are authorized and expected to take their rest periods as scheduled. If you do not have a scheduled rest break, then it is up to you to take your rest breaks at the appropriate times. You must clock in and out during your rest period. Rest periods may not be combined or added to an employee's meal period, nor may they be used to make up for tardiness or for leaving work early.

Employees are relieved of all duties during the rest periods and are prohibited from working and/or being available to work during the rest periods. There will be no control over your activities during your rest period. During your rest period, you are free to leave the premises, but are required to be back at your workstation, ready to work, at the end of the 10-minute rest period.

### **Meal Periods**

Meal periods of 30 minutes are provided to non-exempt employees who work more than 5 hours in a day, which must begin no later than the end of the employee's 5<sup>th</sup> hour of work. However, when an employee works at least five hours in a day but will complete his/her shift in 6 or less hours, the employee may choose to waive his/her meal period so long as the employee and the Company mutually consent to the waiver. Employees who work over 6 hours in a workday may not waive their first meal period.

Employees who work more than 10 hours in a workday are provided with a second 30-minute meal period. This second meal period will be provided no later than the end of your 10<sup>th</sup> hour of work. However, if an employee works more than 10 hours, but no more than 12 hours, the employee may choose to waive the second meal period so long as the Company mutually consents to the waiver and the employee did not waive his/her first meal period. Employee who works more than 12 hours in a workday may not waive their second meal period.

Meal periods will be scheduled by your supervisor. Employees are relieved of all duties during the meal periods and are prohibited from working and/or being available to work during the meal periods. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises, but are required to be back at your workstation, ready to work, at the end of the 30-minute meal period.

You must clock in and out during your meal period. The meal periods are unpaid.

### **General Guidelines for Meal and Rest Periods**

You are expected to observe your assigned work hours and to take your meal and/or rest periods as scheduled; they are not optional. If you are unable to take your meal and/or rest period for any reason, you are to notify your supervisor immediately. Employees are not allowed to voluntarily waive their meal and/or rest periods. Failure to take your meal and/or rest periods in accordance

with this policy may lead to discipline, up to and including unpaid suspension and/or termination of employment.

The Company will permit employees a reasonable opportunity to take their meal and/or rest periods and will do nothing to impede or discourage employees from taking their meal and/or rest period. If an employee believes that he/she has been impeded from taking his/her meal and/or rest period, the employee must notify his/her supervisor or Sean Sandoval (info@stageops.net (818) 217-0255) immediately so the matter may be properly addressed. If you are not provided with a rest period and/or meal period, the Company will pay the rest/meal period premium pay in accordance with California law.

## **Recovery Period**

The Company provides employees recovery periods as required by law. Recovery period means a cooldown period afforded to an employee to prevent heat illness when an employee works outside in temperatures that exceed 80 degrees Fahrenheit.

Employees suffering from heat illness, believing a preventative recovery period is needed, or feeling the need to protect themselves from overheating, shall be provided access to an area with shade that is either open to the air or provided with ventilation for a period of no less than five minutes. Such access to shade shall be permitted at all times. Cooling measures other than shade may be provided if such measures are at least as effective as shade in allowing employees to cool.

While employees do not need to obtain permission to take a recovery period, employees must advise their supervisor that they are taking a recovery period so the appropriate adjustments can be made.

Employees are relieved of all duties during a recovery period and are prohibited from working and/or being available to work during a recovery period. There will be no control over your activities during a recovery period.

The Company will do nothing to impede or discourage employees from taking a recovery period. If an employee believes that they have been impeded from taking a recovery period, the employee must notify their supervisor or Human Resources immediately so the matter may be properly addressed.

## **Lactation Accommodation**

The Company will provide a reasonable break time for an employee to express breast milk for her nursing child each time the employee has need to express milk for the period required by federal and state laws. The break time shall, if possible, run concurrently with any break time already provided to the employee. Break time for an employee that does not run concurrently with the rest periods will be unpaid unless otherwise required by law. The Company is not required to provide additional break time if to do so would seriously disrupt the operations of the Company.

Employees have a right to request a lactation accommodation. Employees should submit any request for a lactation accommodation to their supervisors or Human Resources. The Company will respond to the request within five business days. The Company and the employee must engage in an interactive process to determine the appropriate break periods and location for the employee to express milk. If the Company is unable to comply with the employee's request, it will issue a written response to the employee identifying why it denied the request. The Company prohibits retaliation against employees for requesting or utilizing a lactation accommodation.

The Company will provide a place, other than a bathroom, that is shielded from view, free from intrusion from co-workers and the public, and is near the employee's work area, which employees may use to express milk. The space provided may be the place where the employee normally works if it otherwise meets the requirements above.

The Company will not discriminate or retaliate against any employee for requesting or utilizing a lactation accommodation. If an employee believes the employee's rights under this policy have been violated, or has been discriminated or retaliated against, please notify the Human Resource Department or General Manager immediately. Employees may also report any violations to the California Labor Commissioner.

## **Timekeeping and Off-the-Clock Work Policy**

All non-exempt employees are required to complete and certify a weekly Time Record that shows the total number of hours worked, meal periods, overtime, and absences due to sickness, holidays, and vacation. Employees must also record their time whenever they leave the premises for any reason other than Company business. Time records should be completed on a daily basis and should show the time at the beginning and end of each work period, including before and after meal periods.

It is each employee's responsibility to review and certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and management must verify the accuracy of the changes. All changes must be approved by management.

Your time records should accurately and truthfully reflect all hours worked, including vacation and leave hours. It is a violation of Company policy for any employee to falsify a time card or to alter another employee's time card. Falsifying Company time records will result in discipline, up to and including unpaid suspension and/or termination of employment.

It is also a serious violation of Company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours worked or to alter another employee's time card to under- or over-report hours worked. If any manager or employee instructs you to (1) incorrectly or falsely under- or over-report your hours worked; (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked; (3) conceal any falsification of time records; or (4) to otherwise violate this policy, do not do so. Instead, immediately report it to Sean Sandoval (info@stageops.net (818) 217-0255).

You should not work any hours outside of your scheduled work day unless your supervisor has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are authorized to do so **and** that time is recorded on your time card.

Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you perform but fail to report on your time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

If you have any questions or concerns regarding your hours, you have worked off the clock, or you are aware of any violations of the Company's timekeeping policies (including, but not limited to, those related to recording all hours worked, rest and meal periods, or overtime), you should contact your manager or Sean Sandoval (info@stageops.net (818) 217-0255). The Company will not retaliate against you for making such reports or complaints.

## **Payment of Wages**

All employees are paid on a weekly basis (52 pay periods per year), with paydays every Friday. In the event that a regular payday falls on a Company-recognized holiday or on a weekend, paychecks will be distributed the preceding business day.

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes, and may also include any court-ordered garnishments. The Company also must deduct Social Security taxes on each employee's earning up to a specified limit that is called the Social Security "wage base." The Company matches the amount of Social Security taxes paid by each employee.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company's policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company's policy that paychecks of exempt employees will not be "docked," or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay (e.g., your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have been inadvertently overpaid), you should promptly bring the discrepancy to the attention of Sean Sandoval (info@stageops.net (818) 217-0255) so that the Company can investigate and correct the matter as quickly as possible.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **Timekeeping**

A crew Chief is appointed to manage the sign in sheet during each shift. Employees are required to sign in and out for all shifts and lunch breaks.

Should an employee miss an entry on the timesheet, they are to notify their manager as soon as possible for correction. Accurate time reporting is a federal and state wage and hour requirement, and employees are required to comply. Failing to submit record of time worked in an accurate and timely manner is unacceptable job performance.

## **Performance Evaluations**

Each employee will receive periodic performance evaluations conducted by his or her supervisor. These are intended to provide both you and your supervisor with the opportunity to discuss your job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss methods for improving your performance. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.



Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance.

Please be advised that a positive performance evaluation does not guarantee an increase in salary, a promotion, or even continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are solely within the discretion of the Company and depend upon many factors in addition to performance.

In addition to these more formal performance evaluations, the Company encourages you and your supervisor to discuss your job performance on an ongoing basis. Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

**NOTE:** No policy or practice of the Company, past or present, shall obligate the completion of a formal or informal performance evaluation. The existence of a written or otherwise formal evaluation does not necessarily indicate the quality or acceptability of performance any time thereafter, nor is it to be interpreted that similar or improved performance will result in continued employment for any specified period of time or that an adjustment in compensation will occur. Furthermore, the absence of a written or otherwise formal evaluation shall not be assumed to be a failure of the Company to have evaluated the performance of any employee. Nor does the absence of a formal evaluation mean that an employee has been denied a reasonable opportunity to perform.

## **Emergency Closings**

The Company will always make every attempt to be open for business during normal operating hours.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO/vacation time.

Exempt employees will be paid for a normal full day, but are expected to complete their work at another time.

## **Inclement Weather and Emergency Policy**

The Company recognizes the fact that inclement weather and other emergencies can affect the company's ability to open for business and the employee's ability to get to work. The safety of our employees is paramount in any emergency.

The Company will make every effort to maintain normal work hours even during inclement weather.

In the event the Company elects to close its office in response to a declared state of emergency by the Governor, or to otherwise ensure employee safety during inclement weather or other natural disasters, the following will apply:

- Closures lasting less than a week: Where such closure lasts for less than a full workweek, all exempt employees will be paid their full salary provided that they perform some work during the workweek in which the closure occurs.
- Employees on leave during closure: If the closure occurs during a week in which an exempt employee is out on vacation or other leave so that the employee is unable to perform work for the entire workweek, no salary will be paid to that employee for that time.
- Closures lasting one week or longer: In the event the Company is forced to close for a greater period lasting at least one full workweek, exempt employees will only receive a salary for workweeks in which they were able to perform work.
- Non-exempt employees: All non-exempt employees will not be paid during times of closure when no work was performed.
- Use of vacation or PTO: Any employee who chooses to do so may elect to use accrued vacation or PTO during times of closure.

When the state of emergency ends, or where none was declared, and the Company has determined the dangerous conditions have subsided, all employees are expected to report to work. In the event an employee fails to report back to work after a state of emergency or other closure deemed necessary by the Company, the employee will not be paid for such time off. Exempt employees who elect not to return to work will not be paid for full days in which they are absent.

On days when weather conditions worsen as the day progresses, the Company may decide to close early. In such cases, a decision and an announcement will be made by Sean Sandoval (info@stageops.net (818) 217-0255).

Employees will be expected to remain at work until the appointed closing time, unless their scheduled shift ends prior to that time, or they receive permission from their department head to do otherwise.

## **Record Keeping Policy**

The Company maintains strict confidentiality of employee records. However, operating requirements of the Company or federal or state laws and regulations may necessitate disclosure of employee information in certain circumstances.

The purpose of this policy is to outline some of the circumstances in which employee information will be disclosed to external organizations.

### **Garnishments/Levies/Support Orders**

Upon receipt of a properly authorized request to release information or initiate deductions from employee pay, the Company will release salary or wage information and begin deductions from pay.

### **Lenders/Credit Organizations**

Upon receipt of an authorized request that includes the employee's signature, the Company will release information to lenders or credit organizations. The Company will not respond to any telephone requests for such information.

### **Prospective Employers**

All requests for references must be directed to the personnel manager. No other manager, supervisor, or employee is authorized to release references for current or former employees.

The Company will provide the following information on request to prospective employers for reference purposes: the dates of employment and the title of the last position held of former employees.

## **Reporting Time Pay**

The Company pays reporting time pay to nonexempt employees when they are scheduled and report for work but are not provided with at least half their scheduled work time.

When a nonexempt employee is scheduled and reports to work but is not provided with at least half his or her scheduled day's work, the Company will pay half the usual or scheduled day's work, but in no event will the Company pay less than two or no more than four hours. Reporting time is paid at the employee's regular rate of pay.

Additionally, if an employee is required to report to work a second time in the same workday and is provided with less than two hours of work, the company will pay two hours at the employee's regular rate of pay.

Reporting time pay is not counted in the employee's regular rate for purposes of calculating overtime wages. In addition, reporting-time pay for hours more than the actual hours worked is not counted as hours worked for purposes of determining overtime.

Reporting time pay is not owed, however, when work is delayed or cancelled due to rain, frost, failure of a public utilities system, threats to employees or property, or other causes beyond the Company's control. If work should stop, management will determine whether employees will stand by and be paid or be called back at a later time. Any call to work may be rescinded by notification prior to starting work.

## **Business Expense Reimbursement**

The Company will reimburse employees for reasonable expenses incurred in the course of business. These expenses may include, but are not limited to, meals, lodging, and transportation. Mileage driven in a personal automobile for business purposes will be reimbursed at the current IRS-approved rate per mile.

All business travel and business purchases must be approved in advance by the employee's supervisor.

All expenses incurred should be submitted to Sean Sandoval (info@stageops.net (818) 217-0255) along with the receipts within 30 days of the date of the expenditure.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact Sean Sandoval (info@stageops.net (818) 217-0255) in advance if they have any question about whether an expense will be reimbursed.

Violations/abuse of the business expense reimbursement policies will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

## **Safe Harbor Policy**

The Company will pay exempt employees their full salary for any week in which they perform any work. However, under federal law, your salary is subject to certain deductions. For example, unless state law offers more protections, your salary can be reduced for the following reasons in a workweek in which work was performed:

- Full day absences for personal reasons, including vacation.
- Full day disciplinary suspensions for infractions of safety rules of major significance (including those that could cause serious harm to others).
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.
- Unpaid disciplinary suspensions of one or more full days for significant infractions of major workplace conduct rules set forth in written policies.
- The first or last week of employment in the event you work less than a full week.

An exempt employee's salary also may be reduced for certain types of deductions, such as: your portion of health, dental, or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan. In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability.
- Your absence because the facility is closed on a scheduled workday.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Please note: Federal law allows the deduction of a partial day's absence from an exempt employee's paid leave accrual "bank", but your salary will not be reduced for partial day absences.

If you have questions about deductions from your pay, please contact Sean Sandoval (info@stageops.net (818) 217-0255) immediately.

If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you should report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply within three business days), you should immediately contact Human Resources (Sean Sandoval (818) 217-0255).

Every report will be fully investigated, and corrective action will be taken, up to and including discharge of any employee(s) who violates this policy.

In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the Company's investigation of such reports. Retaliation is unacceptable. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

## **EMPLOYMENT POLICIES AND PROCEDURE**

### **Attendance and Punctuality Standards**

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to work on a regular and consistent basis. Employees are expected to

remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided. Excessive unexcused absenteeism may result in disciplinary action, up to and including unpaid suspension and/or termination of employment.

If you are unable to report to work, you must provide reasonable advance notice to the Company that you will not be able to report to work prior to the start of your shift. In all cases of absence or tardiness, employees must provide their supervisors with an honest reason or explanation. Failure to notify the Company prior to your scheduled start time will be considered a no-call, no-show by the Company. If the circumstances for your tardiness or absence were unforeseen or unexcused, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism. Generally, an employee who fails to notify the Company of an absence in accordance with this policy for three consecutive workdays will be considered to have voluntarily resigned employment with the Company, unless there are extenuating or excused circumstances.

A doctor's note may be required, at the Company's discretion and in accordance with applicable law, for any absence due to illness or injury. Failure to comply with such a request may be cause for disciplinary action, up to and including termination. The Company may also request a corroborating statement from a Company appointed physician at the Company's expense.

Personal appointments should be scheduled during non-work hours unless approved in advance by your supervisor.

Absences protected by local, state and federal law do not count as a violation of the punctuality and attendance policy.

## **No Call No Show**

A no call, no show occurs when an employee misses their shift and does not notify their manager or supervisor before their scheduled start time. When an employee fails to report for work without prior notice, it causes a disturbance to the event and the client. Any no call, no show will be marked in the employee's personnel file as an unexcused absence.

An absence is when an employee fails to report to work when scheduled. Absences are defined as either excused or unexcused.

- **Excused absences**-When employee schedules time off with their manager or when an employee has an emergency and provides their manager notice before the start of their shift.
- **Unexcused absences**-When an employee fails to report to work on time and does not contact their manager or supervisor prior to the start of their shift, regardless of the reason.

If an employee is not able to begin work at their scheduled time, they must call or text their manager no less than 30 minutes before their scheduled start time. If an employee fails to notify their manager or supervisor and does not show up for their scheduled shift, that will be considered job abandonment and the employee may be terminated immediately.

## **Conflict of Interest Policy**

Our employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or potential conflict of interest.

A conflict of interest exists when an employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or customer. Both a conflict of interest and the appearance of a conflict of interest should be avoided.

An employee who is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest should discuss the situation with his or her immediate supervisor for clarification.

If an employee or someone with whom the employee has a close personal relationship (a family member or companion) has a personal, financial, or employment relationship with a competitor, supplier, or customer, the employee must disclose this fact in writing. If an actual conflict of interest is determined to exist, the Company may respond as it deems is appropriate, based upon the circumstances.

## **Outside Employment**

Employees may pursue and participate in employment or other business activities outside of normal working hours, provided such arrangement neither creates a conflict of interest, nor detracts from performance and/or effectiveness while working for the Company, and provided the employee does not offer or provide such services to the Company. Any employee who has other employment must disclose such employment to his or her supervisor, so that an evaluation can be made as to whether a conflict of interest exists. The failure to adhere to this guideline, including the failure to disclose any potential conflicts, will result in disciplinary action up to and including unpaid suspension and/or termination of employment.

## **Cell Phone Policy**

### **Personal Cell Phones at Work**

While you are at work, the Company expects that you will be focused on your job duties. Using personal cell phones during work-time can create a distraction. Therefore, the use of personal cell phones, or work cell phones for personal matters, should be held to a reasonable limit during working hours and not interfere with an employee's productivity or the productivity of their coworkers. Reasonableness will be determined by management.

### **Use of Cell Phone While Driving**

Employees are prohibited from talking, composing text messages and reading text messages on cell phones or any other mobile device (even with a hands-free device) while operating a Company vehicle (regardless of whether the employee is on Company time or personal time) or while operating a personal or rented vehicle for Company business.

Employees who are charged with traffic violations resulting from the use of a cellular telephone or electronic communication device while driving will be solely responsible for all liabilities that result from such actions. Violations of this policy will be subject to discipline up to and including unpaid suspension and/or termination of employment.

## **Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, as well as inappropriate disclosure of proprietary and confidential information, no

employee may use the camera function on any phone while performing work for the Company or in any work area or location on company property that is not accessible to the general public.

The use of tape recorders, Dictaphones, or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless all parties to the conversation consent to such recording, the device was provided to you by the Company, and the recording is used solely for legitimate business purposes.

Nothing in this policy should be interpreted as restricting employee rights and activities under the National Labor Relations Act, such as engaging in legitimate protected concerted activity, or preventing employees from reporting legitimate safety concerns.

## **Company Computer Network, Email, and Communications Systems**

The Company's computer network, email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems are to be used for business-related purposes and only to transmit and receive business information. The Company treats all messages sent, received, or stored in its email, instant messaging, text messaging, internet messaging, and electronic bulletin board systems (collectively "Communications") as property of the Company.

The Company has the capability to access, review, copy, and delete any Communications sent, received, or stored on the Company's computer network, email system, electronic and internet resources, and on the message recording and storage systems of Company-issued mobile phones. The Company reserves the right to access, review, copy, or delete all messages stored on any issued Company phone, or to search any Company property for any purpose. The Company may disclose any information discovered to any party (inside or outside the Company) that it deems appropriate. By using Company Communications systems, you agree that you have no reasonable expectation of privacy in relation to such usage or any items or information stored in Company Communications or in the Company Communications network.

Use of the email system to copy and/or transmit any documents, software, or other information protected by copyright or other intellectual property laws is prohibited, and will result in disciplinary action.

Company-issued mobile devices likely contain GPS tracking devices that permit tracking of the location of our Company property and Company employees. Employees are prohibited from disabling or interfering with any function (including the GPS tracking device) of a Company-issued mobile phone. During an employee's scheduled working hours, the Company reserves the right to monitor the geographic location of any Company-issued electronic device. Accordingly, any employee who is issued Company-provided mobile devices understands that GPS technology may be used to track his or her whereabouts during his or her scheduled working hours.

## **Social Media**

The Guiding Rule- Conduct that negatively affects an employee's job performance, the job performance of fellow employees, or the Company's legitimate business interests-including its reputation and ability to make a profit-may result in disciplinary action up to and including termination.

Below are some guidelines for the use of social media. These guidelines are not intended to infringe on an employee's Section 7 rights and any adverse action taken in accordance with this policy will evaluate whether employees were engaged in protected concerted activity.

#### Avoiding Harassment

Employees must not use statements, photographs, video, or audio that could reasonably be viewed as malicious, obscene, threatening, or intimidating toward customers, employees, or other people or organizations affiliated with the Company. This includes, but is not limited to, posts that could contribute to a hostile work environment on the basis of race, sex, sexual orientation, disability, religion, national origin, or any other status protected by state or federal law.

#### Avoiding Defamation

Employees must not post anything they know or suspect to be false about the Company or anyone associated with it, including fellow employees and clients. Writing something that is untrue and ultimately harmful to any person or organization is defamation and can lead to significant financial liability for the person who makes the statement.

#### Confidentiality

Employees must maintain the confidentiality of Company trade secrets and confidential information. Trade secrets include, but are not limited to, information regarding the development of systems, products, and technology. Private and confidential information includes, but is not limited to, customer lists, financial data, and private personal information about other employees or clients that they have not given the employee permission to share.

#### Representation

Employees must not represent themselves as a spokesperson for the Company unless requested to do so by management. If the Company is a subject of the content being created—whether by an employee or third party—employees should be clear and open about the fact that they are employed with the Company but that their views do not necessarily represent those of the Company.

#### Accounts

Employees must not use Company email addresses to register for social media accounts unless doing so at the request of management. Employees who manage social media accounts on behalf of the Company should ensure that at least one member of management has all the login information needed to access the account in their absence.

### **Use of Company Assets for Business Purposes**

The Company will provide employees with the equipment necessary to perform their job duties. This equipment may include, but is not limited to, items such as: storage areas (e.g., drawers, lockers, files, and cabinets), vehicles, computers, communication systems (including mobile phones and smartphones), electronic mail, instant messaging, text messaging, and internet messaging systems, electronic bulletin boards, and other needed equipment. These assets are referred to collectively as “Company Assets.” An employee may only use Company Assets, including computers and company information accessible through their use, for purposes authorized by the Company in connection with the employee’s job duties. Company Assets should not be used for personal use.

Company Assets belong to the Company and the Company reserves the right, at any time and without notice, to access, inspect, inventory, or search any Company Asset. Items or information of a personal nature may be discovered in the course of any such exercise of the Company’s rights if you use Company Assets for personal purposes. There is no right to privacy concerning Company Assets, and you consent to such access by accepting and using Company Assets.

### **Personal Device Use Policy**



## **Purpose**

This policy describes the minimum security policy for personal devices used for business purposes. Personal devices must be appropriately secured to:

- Prevent sensitive or confidential data from being lost or compromised.
- Reduce the risk of spreading viruses.
- Mitigate other forms of abuse of the company's computing and information infrastructure.

## **Policy Statement**

Supervisory approval is required prior to using a personally owned/controlled mobile device to access, use, or store sensitive company-related information, including sensitive or confidential personal information.

## **Scope**

This policy applies to users of any personal device that connects to the Company's network/resources or is otherwise used to store or transport Company-related information. A Personal Device is any personally-owned computing or electronic storage device, including desktop PCs, laptops, smartphones, tablet computers, PDAs, or flash drives that might be used to connect to the Company network, or otherwise have access to, transmit, or store Company information.

## **Enforcement**

Non-compliance with this policy and/or its resulting procedures may be cause for disciplinary action up to and including unpaid suspension and/or termination of employment. Depending on the circumstances, federal or state law may permit civil or criminal litigation and/or restitution, fines, and/or penalties for action that would violate this policy.

## **Responsibility**

- All Personal Device users are responsible for following this policy.
- Anyone observing what appears to be a breach of security, violation of this policy, violation of state or federal law, theft, damage, or any action that might place company resources at risk must immediately report the incident to an appropriate-level supervisor, manager, or security officer.
- Managers and supervisors are responsible for ensuring that all Personal Device users in their area are aware of and understand this policy and all related procedures.

## **Policy**

- Whenever possible, all Personal Devices must be password protected.
- The physical security of these devices is the responsibility of the user. Personal Devices shall be kept with the user whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
- If a Personal Device is lost or stolen, promptly report the incident to your supervisor. This report should include the serial number if the device has one. If sensitive or confidential documents must be stored on the device, the information must be encrypted, and completely and securely removed from the Personal Device before it is returned, exchanged, or disposed.
- Personal Device options and applications that are not in use should be disabled.

- Whenever possible all personal devices should have screen locking and screen timeout functions enabled.
- No sensitive personal information shall be stored on Personal Devices unless the information is encrypted.
- Before a Personal Device is connected to company IT systems, it shall be scanned for viruses. If viruses are detected, the company may delete any files on the device. If the Personal Device is used for transitional storage (for example, copying data between systems), the data shall be completely and securely removed from the Personal Device immediately upon completion.

## **Driving Policy**

All employees who are required to drive for the Company are expected to do so in a safe, courteous manner and in conformance with all applicable laws. Employees driving or riding as passengers in either Company or personal vehicles on the Company business are required to wear seat belts. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs while driving.

Any activity that distracts the driver's attention from operating the vehicle safely should be minimized or avoided to the extent possible. Examples of such activities include paying extended attention to events occurring outside the vehicle, adjusting the climate or other vehicle controls, interacting with others in the vehicle, eating, drinking, reading, smoking, and using electronic devices, such as cellular phones (hand-held or hands-free). Employees whose job responsibilities include regular driving and who choose to accept or make calls during that time are required to use hands-free telephone equipment. Employees may not use an electronic communication device while driving to write, send, or read a text-based communication, including but not limited to, text messages, instant messages, or e-mail.

Employees driving for the Company are required to have a valid driver's license, a safe driving record (i.e., must remain insurable under the Company's liability insurance policy), and the minimum liability insurance required by law. Employees must have such license on their person at all times when operating a motor vehicle within the course or scope of employment and must present such license and proof of insurance for inspection and copying upon request.

In addition, employees driving for the Company must ensure the Company receives immediate notice if their insurance policy is cancelled, the driver no longer possesses a valid license, or has an infraction that may affect his or her driving record.

The Company believes in safe driving habits. Therefore, it is expected employees will not have any traffic violations while driving on company business. Employees charged with any traffic violations while on company business will be solely responsible for all liabilities that result from such actions.

Further, the Company does not assume responsibility for damages to or theft of any personal vehicle or personal property while on company business. Employees are encouraged to take steps to safeguard their vehicle and property from damage and theft.

Employees violating any of the above driving restrictions may be subject to disciplinary action up to and including termination.

## **Solicitation and Visitor Policy**

In order to avoid disruption of Company operation, the Company has established the following policy applicable to all employees and non-employees that govern solicitation, distribution of written material, and access to Company property.

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

No employee shall distribute or circulate written or printed literature in any work area at any time. Literature shall not be distributed or circulated during the employee's working time, or during the working time of the employee or employees at whom such activity is directed.

Working time includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

Non-employees may not solicit or distribute literature on the premises, including any parking areas which may be Company property, at any time.

Employees may only admit non-employees to work areas with management approval or as part of a Company-sponsored program. These visits should not disrupt workflow. A non-employee must be accompanied by a Company employee at all times. Former employees are not permitted onto Company property except for official Company business.

## **Personnel Files**

The company will maintain various employment files while individuals remain an employee of the Company. If any changes with respect to personal information, employees are required to notify the Company. The Company will take reasonable precautions to protect the employee information in its records.

Employee files have restricted access. Employees, their supervisors or managers, or their designated agents, may have access to those personnel files. If an employee wishes to review their personnel file, they must do so in the presence of a supervisor or manager. Employees may review their personnel file by making a written request to their supervisor or manager. The written request will become a permanent part of the personnel file.

## **Job Transfers**

Management reserves the right to place employees where, and in whatever job it deems necessary. All job transfers, job changes, reassignments, promotions, or lateral transfers are solely decided by the Company. If an employee declines an assignment or transfer, the Company is not obligated to offer a different assignment.

## **Job Cancellations**

If a client cancels a job within 24 hours of call time, Management agrees to pay the scheduled workers for 4 hours. If a client requests to have a scheduled worker removed from the schedule for their event, that worker will not be compensated for that job. Management will move that worker to the next open even available.

## **Confidentiality and Trade Secrets Policy**

As a condition of initial and continued employment with the Company, all current and former employees are expected to conduct themselves in a manner which protects and preserves the Company's proprietary, confidential, and trade secret information.

The following are examples of confidential and/or trade secret information that must be maintained as confidential by employees and former employees.

- Business matters relating to marketing, costs, profits, and pricing methods.
- The details or provisions of any private written or oral contract or understandings between the Company and a third party, client, or vendor.
- The details of any statistical data, training manual, financial statements, forms, techniques, methods, or procedures not generally known to competitors of the Company.
- Procedural, training, or instructional manuals which have been developed by the Company and which are not generally known to the public.
- Long-range plans, budgets, acquisition strategies, methods of operations, bid information, and financial performance belonging to the Company and not generally known to the public.
- Computer software and programs, proprietary information, and other data relating to aspects of the Company finances or unique operations which cannot be obtained from sources other than the Company.
- Other confidential information that provides the Company with a substantial competitive advantage in conducting its business that has not, by legitimate means, become generally known and in the public domain.
- Names and addresses and any related information pertaining to the Company's customers that is not generally known in the public domain.
- Confidential employee information (e.g. medical records) obtained within the course and scope of your employment duties.
- All information protected by federal and/or state trademark law.
- All other information the Company designates as confidential.

## **Business Conduct Policy**

The Company considers work rules, guidelines, and work performance important responsibilities. They are essential to the proper management of the business and to ensure that employees work together effectively. When these rules and guidelines are not followed, or an employee's work performance is below Company standards, the employee may be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Each employee must follow certain standards and principles when performing his or her job. It is important that employees do the following:

- Adhere to all applicable federal, state, and local laws and regulations.
- Protect our Company assets and values (e.g. being honest with our customers and treating them with respect, taking care to lock doors, and report suspicious behavior to help prevent theft).
- Be ethical and honest, including providing truthful information in response to any management inquiry or investigation.

## **Professional Appearance Policy**

The Company recognizes that the presentation of its employees in the workplace contributes to a professional environment and the public image that has contributed to the success of the Company. All employees are asked to use their common sense with regard to their dress and

appearance, and are expected to dress professionally and appropriately while performing work on behalf of the Company. Each employee is a representative of the Company in the eyes of our clients and the public, so it is important that each employee be well-groomed and professional in appearance when coming to work or engaged in work-related tasks with customers, clients, and colleagues.

**CLOTHING:** Employees must dress in a manner that is consistent with their responsibilities. Attention should be paid to safety, Company image, and customer interaction. Items of clothing that convey any form of sexual, violent, discriminatory, abusive, offensive, demeaning, and/or otherwise unprofessional messaging (either through a written graphic, logo, or picture, or otherwise) are prohibited. Bare feet or flip flops are not acceptable. To ensure the production quality meets The Company standards, employees working on stage during a performance must wear all dark clothing; the color black is preferred, however you may wear dark blue or brown as a last measure.

**HYGIENE:** Every employee is expected to practice daily hygiene and good grooming habits. Hair (including facial hair) should be clean and neat.

**HAIR:** Hair should be clean and neatly trimmed or arranged. Sideburns, mustaches, and beards should be neatly trimmed. Non-traditional hair colors are not permitted. This policy shall in no way be interpreted to prohibit any natural hair, hair texture, hair type, or protective hairstyles historically associated with race.

**JEWELRY:** Employees may wear tasteful jewelry in moderation. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewelry may be prohibited or severely limited. In other areas, moderate jewelry (including size and amount) may be worn. There are safety concerns for stagehand employees, truck loaders, forklift drivers, and those in similar roles. Therefore, wearing jewelry is prohibited for most roles.

### **Exceptions and Accommodations**

Reasonable accommodation will be made for employees sincerely held religious beliefs and disabilities when such accommodation do not cause an undue burden. If you would like to request an accommodation or have other questions about this policy, please contact your supervisor.

### **Violations**

Employees not dressed appropriately when arriving to work are not considered ready to begin their shift. Employees who report to work inappropriately dressed or groomed may be asked to leave for the remainder of their shift or leave and return in acceptable attire. This time away from work will be without pay.

## **Prohibited Conduct**

The Company expects all employees to observe certain standards of behavior while at work. These standards are not intended to restrict an employee's legitimate rights but are in place for the safety and well-being of all Company employees. These standards apply equally to all employees.

Disciplinary action for non-professional behavior may include, but is not limited to, the following: verbal reprimand, written reprimand, suspension, demotion, or termination. The Company reserves the right to enforce these disciplinary measures as it deems necessary.

It must be remembered that the Company employs its employees at-will which permits the Company to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to, termination, demotion, promotion, transfer, compensation, benefits, duties, and locations of work. Accordingly, either the employee or the Company can terminate the employment relationship at any time with or without cause at either party's option, with or without notice.

The following actions on the part of an employee, while not all inclusive, may be cause for disciplinary action up to and including termination without prior warning. This list includes, but is not limited to:

- Failure to follow the policies outlined in this handbook
- Negligence, carelessness, or inconsideration treatment of Company clients and their information
- Theft, misappropriation or unauthorized possession or use of property, documents, records, or funds belonging to the Company, or any client or employee; removal of same from Company premises without authorization.
- Divulging trade secrets or other confidential information to any unauthorized or to others without an official need to know.
- Accessing, without authorization, confidential information pertaining to clients or employees.
- Changing or falsifying client records, Company records, personnel or pay records, including time sheets without authorization.
- Willfully or carelessly damaging, defacing, or mishandling property of a client, the Company, or other employees.
- Taking or giving bribes of any nature, or anything of value, as an inducement to obtain special treatment, to provide confidential information or to obtain a position. Acceptance of any gratuities or gifts must be reported to a supervisor or manager.
- Entering Company Premises without authorization.
- Willfully or carelessly violating security, safety, or fire prevention regulations, or tampering with safety equipment.
- Unauthorized use of a personal vehicle for Company business.
- Creating disturbance on Company premises
- Use of abusive language
- Making false statements or omitting pertinent information on Company applications, records of employment, forms, or reports, or during participation in Company investigations or in responding to management inquiries.
- Insubordination (e.g., refusal to perform job assignments, or the use of abusive or threatening language toward a supervisor or member of management).
- Committing any act of violence or intimidation or making threats of violence, fighting, or using abusive or profane language on Company premises.
- Theft, unauthorized removal, or willful damage of property or assets belonging to the Company, other employees, or customers.
- Disregard of safety rules, safety procedures, or workplace security rules.
- Operation of machinery and/or equipment that you are not authorized to operate.
- Substandard or unsatisfactory work performance.
- Unexcused absences and/or unexcused tardiness.
- Sleeping or deliberately loafing during working hours.
- Smoking tobacco cigarettes or electronic cigarettes in non-designated areas.
- Unprofessional, rude, disrespectful, or discourteous treatment of co-workers, customers, clients, and vendors.
- Leaving during scheduled work hours without permission; unauthorized absence from assigned work area during regularly scheduled work hours.

- Recording time for another employee or having time recorded by another employee.
- The possession and use of alcohol or illegal drugs on Company Premises during working hours or reporting to work under the influence of intoxicants.
- Possession of a weapon on Company premises
- Illegal gambling on Company premises
- Any other conduct that is prohibited by law.

## **EMPLOYEE BENEFITS, TIME OFF, LEAVES OF ABSENCE**

### **California Paid Sick Leave Policy (Accrual Based)**

The Company provides paid sick leave to all qualified employees who are unable to work due to illness or disability.

An eligible employee must have worked for the Company in California for at least 30 days in a year (i.e. 365 consecutive days). All eligible employees will immediately upon hire begin to accrue paid sick leave at a rate of 1 hour for every 30 hours worked, up to a maximum accrual of 48 hours or the equivalent of six workdays, whichever is greater, per 12-month period.

Exempt employees are presumed to work 40 hours per workweek for purposes of sick time accrual. If their normal workweek is less than 40 hours, accrual will be based on their normal workweek.

No accrued sick leave time may be used until an employee has worked for the Company for 90 days from their date of hire. Eligible employees may use sick leave in minimum increments of one hour, up to a maximum of 24 hours, or three workdays, whichever is greater, per 12-month period. The 12-month period shall begin on the employee's first day of employment.

Employees may use paid sick and safe time for themselves and their family members:

- For diagnosis, care, or treatment of an existing medical condition; and
- For preventive care.

Employees may also use paid sick and safe time if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to:

- Obtain or attempt to obtain any relief (e.g., a temporary restraining order, restraining order or other injunctive relief) to help ensure the health, safety, or welfare of the victim or his or her child;
- Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;
- Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
- Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking; or
- Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

For purposes of this policy, "family members" include a:

- Spouse;
- Biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee

- stands *in loco parentis*;
- Biological, adoptive, or foster parent, stepparent, a legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in *loco parentis* when the employee was a minor child;
- Sibling;
- Grandparent or grandchild; and
- Registered domestic partner (as defined by state or local law), as well as the child or parent of a registered domestic partner.

The definition of "child" applies irrespective of a child's age or dependency status.

If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the leave as soon as practicable. If an employee becomes sick during the day, his or her supervisor must be notified before the employee leaves work. Failure to notify your supervisor may result in discipline, up to and including unpaid suspension and/or termination of employment. In addition, a release from a physician that an employee is able to return to work may be required (at the Company's discretion) for absences of four days or more.

For nonexempt employees, sick leave will be calculated based on the regular rate of pay for the workweek in which the employee uses sick leave. For exempt employees, sick leave will be paid at the rate being earned at the time the sick leave is taken.

Sick leave will carry over into subsequent years, however, once a 48-hour cap is met, employees will not accrue additional paid sick and safe time until their accrual balance falls below the cap.

Unused time under this policy is not paid out at the time of separation from employment. However, employees who are re-employed with the company within a year of separation will have their accrued unused bank of time off under this policy made immediately available to them.

The Company will keep confidential the health information of the employee or employee's covered family member, as well as information related to domestic violence perpetrated against or sexual assault of the employee or employee's covered family member. Such information will not be disclosed except to the affected employee or as required by law.

The Company may provide other forms of leave for employees to care for medical conditions or for issues related to domestic violence under certain federal, state, and municipal laws. In certain situations, leave under this policy may run at the same time as leave available under another federal, state, or municipal law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact Sean Sandoval (info@stageops.net (818) 217-0255) for information about other federal, state, and municipal domestic violence, medical or family leave rights.

Employees falsifying the need for paid sick time are subject to disciplinary action up to and including unpaid suspension and/or termination of employment.

## **California Family Rights Act Leave/Federal Family Medical Act Leave**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws have different names, the Company refers to the federal Family and Medical Leave Act (Fed-FMLA) and the California Family Rights Act (CFRA), collectively referred to as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.



## Employee Eligibility

To be eligible for FMLA Leave, employees must:

- Be employed by the Company for a total of at least 12 months (not necessarily consecutive);
- Have worked at least 1,250 hours during the previous 12 months immediately prior to the start of the leave; and
- For Fed-FMLA only, have worked at a location where at least 50 employees are employed by the Company within 75 miles of the employee's worksite, as of the date the leave is requested.

Eligibility requirements may differ for employees who have been on a protected military leave of absence.

If you are unsure whether your situation or a covered family member's situation qualifies you for leave, please contact your supervisor or Sean Sandoval (info@stageops.net (818) 217- 0255) for assistance.

## Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave.

Fed-FMLA leave and CFRA leave run concurrently **except for the following reasons:**

- To care for a child without regard to age or dependency status, registered domestic partner, child of a registered domestic partner, grandparent, grandchild, parent-in-law or sibling (CFRA only);
- Incapacity due to pregnancy or prenatal care as a serious health condition (Fed-FMLA only);
- Qualifying exigency leave as defined under the Fed-FMLA (Fed-FMLA only);
- Qualifying exigency leave as defined under the CFRA (CFRA only); and
- Military caregiver leave (Fed-FMLA only).

Additionally, CFRA coverage for an employee's own serious health condition that also constitutes a disability under California's Fair Employment and Housing Act (FEHA) is separate and distinct from FEHA protections.

If the employee cannot return to work at the expiration of the CFRA leave, the Company will work with the employee to determine whether an extension of the leave would be a reasonable accommodation under the FEHA.

FMLA Leave may be used for the following reasons:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, parent and, for CFRA Leave only: registered domestic partner, child of a registered domestic partner, grandparent, grandchild, parent-in-law or sibling) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health

Condition Leave);

- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's or parent's "covered active duty" as a member of the military reserves, National Guard or Armed Forces or as defined under the CFRA, related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the Armed Forces of the United States (Qualifying Exigency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember" (Military Caregiver Leave).

## Definitions

- **"Child,"** for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in *loco parentis*; a child of a domestic partner (CFRA-only), and, for Fed-FMLA only, 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 that FMLA Leave is to commence. "Child," for purposes of Qualifying Exigency Leave and Military Caregiver Leave, means a biological, adopted or foster child; stepchild; legal ward; or a child for whom the person stood in *loco parentis*, and who is of any age.
- **"Parent,"** for purposes of this policy, means a biological, adoptive, step or foster parent, legal guardian, or any other individual who stood in *loco parentis* to the employee when the employee was a child. This term includes a parent-in-law for CFRA leave only. For Qualifying Exigency Leave taken to provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the Fed-FMLA.
- **"Covered Active Duty"** means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- **"Covered Servicemember"** means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties; or (2) a person who, during the five years prior to the treatment necessitating the leave, served in the active military, Naval or Air Service, and who was discharged or released under conditions other than dishonorable (a "veteran" as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009, and March 8, 2013, is excluded.
- **"Spouse"** means a husband or wife. Husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. For purposes

of CFRA leave, a spouse includes a registered domestic partner or a same-sex partner in marriage.

- **"Sibling"** means, for purposes of CFRA leave, a person related to another person by blood, adoption or affinity through a common legal or biological parent.
- **"Key employee"** means a salaried Fed-FMLA Leave eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee's worksite at the time of the Fed-FMLA Leave request.
- **"Serious health condition"** means an illness, injury, impairment or physical or mental condition that involves either:
  - Inpatient care (including, but not limited to, substance abuse treatment) in a hospital, hospice or residential medical care facility, including any period of incapacity (that is, inability to work, attend school or perform other regular daily activities) or any subsequent treatment in connection with this inpatient care; or
  - Continuing treatment (including, but not limited to, substance abuse treatment) by a health care provider that includes one or more of the following:
    - A period of incapacity (that is, inability to work, attend school or perform other regular daily activities due to a serious health condition, its treatment or the recovery that it requires) of more than three consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves treatment two or more times via an in-person visit to a health care provider, or at least one visit to a health care provider that results in a regimen of continuing treatment under the supervision of the health care provider.
    - Any period of incapacity due to pregnancy or prenatal care (under the Fed-FMLA, but not the CFRA).
    - Any period of incapacity or treatment for incapacity due to a chronic serious health condition that requires periodic visits to a health care provider, continues over an extended period of time and may cause episodic incapacity.
    - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective, such as Alzheimer's, a severe stroke and the terminal stages of a disease.
    - Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider either for (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment.
- **"Serious injury or illness"** in the case of a current member of the Armed Forces, National Guard or Reserves is an injury or illness incurred by a covered servicemember in the line of duty on active duty (or that preexisted the member's active duty and was aggravated by service in the line of duty on active duty) in the Armed Forces that may render them medically unfit to perform the duties of their office, grade, rank or rating. In the case of a covered veteran, "serious injury or illness" means an injury or illness that was incurred in the line of duty on active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty) and that manifested itself before or after the member became a veteran.
- **"Qualifying exigency"** for Fed-FMLA is defined by the Department of Labor and for

CFRA is defined by the California Unemployment Insurance Code and generally includes events related to short-notice deployment, military ceremonies, support and assistance programs, changes in childcare, school activities, financial and legal arrangements, counseling and post-deployment activities. Qualifying Exigency Leave may also be used to spend up to 15 days with military members who are on short-term, temporary, rest and recuperation leave during their period of deployment.

### **Length of Leave**

If the reason for leave is common to both Fed-FMLA and CFRA and, therefore, running concurrently, the maximum amount of FMLA Leave will be 12 workweeks in any 12-month period. If the reason for leave is not common to both Fed-FMLA and CFRA and, therefore, not running concurrently, then an eligible employee may be entitled to additional leave under applicable law.

Unless stated otherwise, the maximum allowable time for any FMLA leave under this policy is 12 weeks (or 26 weeks for military caregiver leave) per rolling 12-month period, measured backwards from the first day of the requested leave of absence.

The maximum amount of Fed-FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12-month period. A "single 12-month period" begins on the date of the employee's first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, under the Fed-FMLA the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent. The spouses will also be limited under the Fed-FMLA to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave.

When CFRA leave is for the birth or placement of a child and both parents work for the Company, they will each be allowed up to 12 weeks of CFRA leave within 12 months of the child's birth or placement.

To the extent required by law, leave beyond an employee's FMLA Leave entitlement may continue or be granted when the leave is necessitated by an employee's work-related injury or illness, a pregnancy-related disability or a "disability" as defined under the Americans with Disabilities Act (ADA) and/or applicable state or local law. Certain restrictions on these benefits may apply.

### **Intermittent or Reduced Schedule Leave**

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time or reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently or on a reduced schedule whenever it is medically necessary to care for the employee's child, parent or spouse with a serious health condition or because the employee has a serious health condition. The medical necessity of the leave must be determined by the health care provider of the person with the serious health condition.

Intermittent or reduced schedule leave may also be taken for absences where the employee or an employee's family member is incapacitated or unable to perform the essential functions of the job because of a chronic serious health condition, even if the person does not receive treatment by a health care provider. Leave due to military exigencies may also be taken on an intermittent basis.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's

operations. Please contact your manager and Human Resources prior to scheduling medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave

If an employee using intermittent leave or working a reduced schedule finds it physically impossible to start or stop work mid-way through a shift in order to take CFRA leave and is therefore, forced to be absent for the entire shift, the entire period will be counted against the employee's CFRA entitlement. However, if there are other aspects of work that the employee is able to perform that are not physically impossible, then the employee will be permitted to return to work, thereby reducing the amount of time to be charged to the employees' CFRA entitlement.

CFRA leave for Bonding Leave does not have to be taken in one continuous period of time, but the minimum duration is two weeks. However, the Company will grant a request for CFRA leave lasting less than two weeks' twice during the 12 week period. Additional requests for Bonding Leave lasting less than two weeks may be directed to your manager and Human Resources and will be considered on a case-by-case basis depending on the needs of the Company. If the request is granted, the Company may require the employee to transfer temporarily to an available alternative position. Bonding Leave must be concluded within one year of the birth or placement of the child.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA Leave at the time they call off.

## **Notice and Certification**

### ***Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements***

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days' advance notice or such notice as is both possible and practical if the leave must begin in fewer than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health Care Provider form);
- Periodic recertification (as allowed by law); and
- Periodic reports during the leave.

In addition to other notice provisions, employees requesting leave for CFRA-qualifying reasons must respond to any questions designed to determine whether an absence is potentially qualifying for leave under this policy. Failure to respond to permissible inquiries regarding the leave request may result in denial of CFRA Leave protections. Similarly, an employee or the

employee's spokesperson may be required to provide additional information needed to determine whether a requested leave qualifies for Fed-FMLA protections. An employee's failure to adequately explain the reason for the leave may result in the denial of Fed-FMLA protections.

Certification forms are available from Human Resources. At the Company's expense, we may require a second or third medical opinion regarding the employee's own serious health condition for Fed-FMLA purposes and, for CFRA purposes, the employee's own serious health condition or the serious health condition of an employee's family member. In limited cases, we may require a second or third opinion regarding the injury or illness of a Covered Servicemember. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact your manager and Human Resources prior to scheduling planned medical treatment.

If an employee does not provide the certification as requested, the FMLA Leave will not be protected.

### ***Recertification After Grant of Leave***

In addition to the requirements listed above, if an employee's Fed-FMLA leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Fed-FMLA leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee encounters complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

In addition to the requirement listed above, a recertification under the CFRA may only be requested at the expiration of the time period in the original certification for time off for the employee's own serious health condition.

If an employee does not produce the recertification as requested, the leave will not be CFRA protected.

### ***Qualifying Exigency Leave Requirements***

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered servicemember's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the servicemember's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

***Failure to Provide Notice or Certification and to Return From Leave***

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at the leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

**Compensation During Leave**

Generally, leave under this policy is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued vacation and sick leave, to the extent permitted by law and the Company's policy. If employees elect to have wage-replacement benefits and accrued paid leave integrated, the integration will be arranged such that employees will receive no greater compensation than their regular compensation during this period. The use of paid benefits will not extend the length of leave.

**Benefits During Leave**

The Company will continue making contributions to employees' group health benefits during their leave on the same terms as if the employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking leave for a reason that is common to both Fed-FMLA and CFRA and, therefore, running concurrently will generally be provided with group health benefits for a 12-workweek period. When employees take leave for a reason that is not common to both Fed-FMLA and CFRA and, therefore, the leave is not running concurrently, the Company will continue the employee's health insurance benefits for up to a maximum of 12 workweeks in a 12-month period during each applicable leave. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on an employee's behalf to maintain health coverage if the employee fails to return to work following FMLA Leave for reasons permitted by applicable law.

An employee's length of service will remain intact, but benefits such as vacation and sick leave may not accrue while on an unpaid FMLA Leave.

**Job Reinstatement**

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. If an employee becomes unqualified during their CFRA leave as a result of not attending a necessary course, or renewing a license, the employee will be given a reasonable opportunity to fulfill those conditions upon returning to work. Further, the Company may grant an employee's request to work a different shift, in a different or better position, or in a different location, that is better suited to the employee's personal needs upon returning from CFRA leave. The Company will also consider a reasonable accommodation under the FEHA if the employee is returning from CFRA leave for their own serious health condition. However, employees have no greater right to reinstatement than if they had been continuously employed rather than taken leave. For example, if an employee would have been laid off or the employee's position would have been eliminated even if the employee had not gone on leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee is able to resume work. For an employee on intermittent or a reduced scheduled FMLA Leave, such a release may be required up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health

condition for which the employee took the intermittent or reduced schedule leave.

For Fed-FMLA purposes only, key employees may be subject to reinstatement limitations in some circumstances. If employees are considered "key employees," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence, or when leave begins, if earlier.

### **Confidentiality**

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### **Fraudulent Use of FMLA Leave Prohibited**

An employee who fraudulently obtains FMLA Leave from the Company is not protected by the Fed-FMLA's or the CFRA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against an employee due to such fraud.

### **Nondiscrimination**

The Company takes its FMLA Leave obligations very seriously and will not interfere with, restrain or deny the exercise of any rights provided by the Fed-FMLA or the CFRA. We will not terminate or discriminate against any individual for opposing any practice or because of involvement in any proceeding related to the Fed-FMLA or CFRA. If an employee believes that the employee's Fed-FMLA or CFRA rights have been violated in any way, the employee should immediately report the matter to Sean Sandoval (info@stageops.net (818) 217-0255).

### **Additional Documentation**

The Company's "Employee Rights and Responsibilities" notice provides additional details regarding employees' rights and responsibilities under the Fed-FMLA. Employees may obtain a copy of the "Employee Rights and Responsibilities" notice from Human Resources.

Employees should contact Sean Sandoval (info@stageops.net (818) 217-0255) as to any Fed-FMLA or CFRA questions they may have.

## **California Paid Family Leave Insurance**

Employees may be eligible to receive up to eight weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or placement for adoption or foster care with the employee;
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling, and parent-in-law defined by the PFL law) who is seriously ill and requires care; or
- To participate in a qualifying exigency related to the covered active duty or call to covered active duty of the employee's spouse, domestic partner, child, or parent in the US Armed Forces.



The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact Sean Sandoval (info@stageops.net (818) 217-0255) and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

### **Amount and Duration of Benefits**

The weekly benefit amount is dependent upon the employee's income with benefits capped at a state-imposed maximum weekly benefit amount. Employees may receive up to eight weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made). The amount of benefits are determined by the Employment Development Department.

When applicable, PFL benefits will run concurrently with leave time available under any applicable state or federal law. Employees may use any accrued but unused sick leave prior to receiving PFL benefits. However, employees are required to use up to two weeks of accrued but unused vacation and/or PTO prior to receiving PFL benefits.

### **Reinstatement**

Employees taking time off work for any of the reasons set forth above are not guaranteed job reinstatement unless they qualify for such reinstatement under any applicable state or federal leave laws. Employees should keep Human Resources informed on when they are ready to return to work so the Company may determine what positions, if any, are open.

## **California Organ Donor Leave**

Employees are eligible for organ donor leave under this policy if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off without a loss in pay, and an additional 30 workdays off without pay, in any one-year period. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee's leave begins. Employees may take leave in one or more periods, as long as the leave does not exceed 60 days in any one-year period.

Employees who seek leave under this policy must provide written verification detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation, or paid time off (PTO) concurrently with this leave for up to two weeks of the 30-workday paid leave period. If an employee does not have enough accrued sick, vacation, or PTO time to cover the two-week period, then any remaining days of paid leave will be paid by the Company, up to 30 workdays.

Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act or the California Family Rights Act. Leave under this policy is also not considered a break in service for purposes of salary adjustments, sick leave, vacation, PTO, annual leave, or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to

reinstatement than if they had not taken a leave. For example, if an employee on organ donor leave would have been laid off had they not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

## **Pregnancy Disability Leave and Accommodation**

A pregnancy-related leave of absence will be granted in accordance with the state law.

Pregnancy disability leave is available to eligible employees for a maximum of four (4) months per pregnancy upon medical certification of the health care provider that the employee is disabled due to pregnancy, childbirth, or a related medical condition. Four months of leave means time off for the number of days or hours the employee would normally work within four calendar months. Thus, an employee who works 40 hours per week would receive 693 hours of pregnancy disability leave, while an employee who works 20 hours per week would receive 346.5 hours of leave. The actual duration of the leave will be determined by the advice of the employee's physician.

If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

As an alternative, and upon the employee's request and recommendation of the employee's health care provider, the Company will attempt to provide light duty if possible.

Pregnancy disability leave need not be taken in one continuous period of time, but can be taken on an as-needed basis.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, postpartum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

### **Reasonable Accommodation for Pregnancy-Related Disabilities**

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as "medically advisable"; and

- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include:

- Modifying work schedules to provide earlier or later hours;
- Modifying work duties, practices or policies;
- Providing time off;
- Providing furniture (such as stools) and modifying equipment and devices; and
- Providing additional break time for lactation or trips to the restroom.

If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

### **Advance Notice and Medical Certification**

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer, or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer, or reasonable accommodation when 30 days' notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer, or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer, or other requested accommodation.

### **Duration**

As stated above, the Company will provide employees with pregnancy disability leave for a period not to exceed four months per pregnancy. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has

available to her unless the temporary transfer or other reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee's physical condition before and after childbirth.

### **Benefits**

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time. If employees take additional time off following a pregnancy disability leave that qualifies as leave under the California Family Rights Act (CFRA), the Company will continue their health insurance benefits for up to a maximum of 12 workweeks in a 12-month period.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee's control.

### **Integration With Other Benefits**

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation, sick or other paid time off (PTO) benefits during the unpaid leave of absence, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible may be integrated with accrued vacation, sick leave, or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

### **Reinstatement**

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies the Company that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies the Company of her readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Sean Sandoval (info@stageops.net (818) 217- 0255) with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer, or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Sean Sandoval (info@stageops.net (818) 217-0255).

## **Military Leave**

The Company will follow any and all applicable federal and state laws concerning military leave.

The Company provides unpaid military leaves of absence to employees who serve in the uniformed services as required by Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws. The uniformed services are defined as the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or national emergency. The uniformed services also include participants in the National Disaster Medical System when activated to provide assistance in response to a public health emergency, to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of performing any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty, state active duty for a period of 14 days or more, state active duty in response to a national emergency declared by the President under the National Emergencies Act or in support of a major disaster declared by the President under Section 401 of the Stafford Act, absence from work for an examination to determine fitness for such duty, and absence for performing funeral honors duty.

For purposes of this policy, "state active duty" means training or other duty, other than inactive duty, performed by a member of the National Guard of a state, under the authority of the Governor of a state. It does not include duty performed under federal authority (such as Title 10 or Title 32) or duty for which the National Guard member is entitled to pay from the federal government.

Total military leave time may not exceed five years during employment, except in certain, defined circumstances.

Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide Sean Sandoval (info@stageops.net (818) 217-0255) with as much advance notice as possible of any anticipated leave of absence for military service.

Except as required by federal, state, or local law, all military leave is unpaid. However, employees may use any or all of their accrued but unused vacation or other paid time off during their military service leave. During military service leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in

accordance with applicable law. For all other non-seniority benefits, an employee on military service leave will receive the same rights and benefits as employees on other comparable paid or unpaid leaves of absence.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting, and benefit accrual. The Company may not make plan contributions during a military leave. Upon reemployment the Company will restart contributions, and make up contributions that would have been made during your absence.

Nothing in this policy requires the Company to reemploy individuals who are not eligible for reemployment under USERRA or other applicable law. If you would like to return to work and are eligible for reemployment, you must report to work on the first regularly scheduled workday that is at least eight hours after returning home from military service, if your service was for less than 31 days. If your service was between 31 and 180 days, you must apply for reemployment within 14 days following completion of military service. If your service was for more than 180 days, you must apply for reemployment within 90 days of completing military service.

In general, an employee returning from military leave will be re-employed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, the Company will provide training to assist the employee in the transition back to the workforce. As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Full details regarding reinstatement are available from Sean Sandoval (info@stageops.net (818) 217-0255).

Vacation benefits do not continue to accrue during a military leave of absence. An employee returning from military leave is entitled to any unused, accrued vacation benefits the employee had at the time the military leave began minus any vacation benefits the employee chose to use during the leave. Upon reinstatement, the employee will begin to accrue vacation benefits at the rate he or she would have attained if no military leave had been taken.

To obtain further information about military leaves, or if you are unable to comply with this reemployment schedule due to injury or otherwise, please contact Sean Sandoval (info@stageops.net (818) 217-0255).

## **Military Family Leave**

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.

Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

Employees will be reinstated to their original position on return from leave.

Retaliation against employees who request or take leave under this policy is prohibited.

Please contact Sean Sandoval (info@stageops.net (818) 217-0255) for additional information.

## **Victims of Crime Leave**

The Company prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious, or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner, or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney's office; or
- The victim/witness office that is advocating on behalf of the victim.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

This policy does not extend leave to employees seeking leave because they have committed or are alleged to have committed a criminal act.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

If you have any questions regarding this policy or if you have questions about crime victim leave that are not addressed in this policy, please contact Sean Sandoval (info@stageops.net (818) 217-0255).

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or are released from the criminal proceeding earlier than expected. An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

## **Leave and Accommodation for Victims of Crime, Domestic Violence, Sexual Assault, and/or Stalking**

The Company will provide time off to any employee who is:

- A victim of domestic violence, sexual assault, or stalking;

- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- A person whose immediate family member is deceased as the direct result of a crime.

Leave may be taken so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety, or welfare of the employee or the employee's child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief. Employees should give the Company reasonable notice of the need for leave unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, such as a police report, court order, or documentation from a medical professional.

Additionally, an eligible employee under this policy may take time off for any of the following reasons:

- 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; and
- To participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

The Company will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault, or stalking and requests that the Company accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or any other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the employee is the victim of domestic violence, sexual assault, or stalking and may request recertification every six months.

Employees must notify the Company if their needs change or if they no longer need an accommodation.



The Company will keep all information submitted in connection with an employee's request for leave and/or accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass, or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault, or stalking or takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave under this policy should contact Sean Sandoval (info@stageops.net (818) 217-0255).

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

## **Jury Duty Leave**

Performance of jury duty is part of your responsibility as a citizen. The Company will not ask or encourage you to request to be excused from or postpone a call to jury duty.

Time off for jury duty will be unpaid except where required otherwise by applicable state law. However, exempt employees who work any portion of a workweek in which they also take jury duty leave will receive their full salary for that workweek. Employees may opt to use any available accrued and unused paid leave in place of unpaid leave but are not required to do so.

Employees are expected to notify a supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. Written verification from the court clerk of having served is required.

You will be expected to work your regular schedule on any day you are not required to be present in court. You are also expected to work the remaining part of any scheduled shift if excused from jury duty in time to return to the workplace prior to the end of the shift.

Employees may retain any mileage allowance, or related fees, paid by the court for jury service.

Retaliation against employees requesting leave under this policy is strictly prohibited.

## **Witness Leave**

The Company acknowledges that, on occasion, employees may have an obligation to participate in legal proceedings as a witness. The Company provides employees with leave to attend those proceedings under circumstances described in this policy.

If you are required to attend a legal proceeding as a witness, you must inform your supervisor and/or Sean Sandoval (info@stageops.net (818) 217-0255) as soon as possible to make arrangements for time off for that purpose. The Company reserves the right to require employees to provide proof of the need to attend the proceedings to the extent authorized by law.

Witness leave is generally unpaid; however, employees will be paid if the subpoena covers testimony:

- On behalf of the Company; or
- Concerning a work-related incident involving employees.

In addition, exempt employees who work any portion of a workweek in which they also take witness leave will receive their full salary for that workweek. Employees may opt to use any available accrued vacation time/paid time off in place of unpaid leave but are not required to do so.

You are expected to return to work if you are excused from the legal proceedings during regular working hours or released from the legal proceeding earlier than expected.

This policy does not extend leave to employees seeking leave because the employee has committed or is alleged to have committed a criminal act.

If you have any questions regarding this policy or if you have questions about witness leave that are not addressed in this policy, please contact Sean Sandoval (info@stageops.net (818) 217-0255).

Retaliation for an employee's taking leave permitted under this policy is strictly prohibited.

An employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

## **Time Off to Vote**

The Company encourages all employees to fulfill civic responsibilities and to vote in official public elections.

You are not permitted to take voting leave if you have sufficient time outside of your normal work hours. However, if you must take time to vote during working hours, you must inform your supervisor at least two working days before the election, if possible.

Approved time off to vote must be at the beginning or end of your work shift, whichever allows the most free time for voting and the least time off from work.

You may take as much time as needed to vote, but only two hours of that time will be paid.

Retaliation against an employee for taking leave permitted under this policy is strictly prohibited.

## **School Disciplinary Leave**

Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off when required, in accordance with California law, to attend a portion of a school day in the classroom of their child or ward because that child has been suspended.

To be eligible for leave, employees must notify their supervisor or Sean Sandoval (info@stageops.net (818) 217-0255) as soon as they learn that their appearance at the school has been requested. Employees may be denied their requested leave if they do not provide adequate notice. The Company may require employees to provide documentation, including a copy of the school's notice or other certification stating that the employee's presence at the school is mandatory.

School disciplinary leave is unpaid. However, exempt employees who work any portion of a workweek in which they also take school disciplinary leave will receive their full salary for that workweek. Employees may opt to use any available accrued paid leave in place of unpaid leave.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

The Company will not terminate, threaten, demote, suspend or in any other manner discriminate against an employee because they take time off to appear at the school of their child or ward in accordance with this policy.

## **School Activities Leave**

The Company encourages employees to be involved in the education of their children.

An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten, or grades one to 12 may take up to 40 hours of leave per school year to participate in any of the following:

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

"Parent" includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in the place of a parent (*in loco parentis*) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays); and
- A natural disaster (e.g., fire, earthquake, or flood).

Employees must notify their supervisor or Sean Sandoval (info@stageops.net (818) 217- 0255) as soon as they learn of the need for the planned absence. Employees may be denied their requested leave if they do not provide supervisor or Sean Sandoval (info@stageops.net (818) 217-0255) with adequate notice.

Employees needing time off to address a child care provider or school emergency must provide notice to their supervisor or Sean Sandoval (info@stageops.net (818) 217-0255) as soon as practicable.

The Company may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If more than one parent of a child is employed by the company at the same worksite, the first to provide notice of the need for leave will be entitled to the leave unless the Company approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

Employees are requested to schedule individually-scheduled activities, such as parent/teacher conferences, during non-work hours to the extent possible.

## **Other Leaves of Absence**

This Handbook only addresses those leaves of absence that the Company has found are the most commonly requested by its employees. There may be additional types of leaves of absence available under state and federal law. If you believe that you may be entitled to a statutory leave of absence that is not set forth in this Handbook, please see contact Human Resources to discuss your potential eligibility.

## **HEALTH AND SAFETY**

### **Smoke-Free Workplace**

The Company provides a smoke-free workplace for all employees and its customers.

This means that the Company prohibits smoking (including vaporizers, e-cigarettes, or any electronic smoking device) in the workplace, including all building stairwells, hallways, offices, lunchrooms, break rooms, restrooms, common areas, on any job site while performing work-related duties, or in any company vehicles. Smoking is also prohibited on the Company's outdoor property, with the exception of designated areas. This policy applies to all employees, vendors, customers, clients, and visitors.

If you wish to smoke on a break or meal period, you must do so only in areas outside the workplace where smoking is permitted.

If you witness conduct you believe violates this policy, you should report it verbally or in writing to your supervisor or Sean Sandoval (info@stageops.net (818) 217-0255) as soon as possible with as much detail as possible. The Company will investigate all reports of violations and take prompt corrective action. The Company prohibits any form of discipline or retaliation against an employee for reporting a violation of this policy or cooperating in an investigation.

Violations of this policy may lead to corrective action, up to and including unpaid suspension and/or termination of employment.

### **Illegal Drugs, Controlled Substances, Alcohol, and Marijuana Policy**

While it is not the Company's desire to interfere with the private lives of its employees, the Company has a vital interest in providing a safe, hazard-free, healthy and efficient work environment for all employees, their co-workers, and customers we service. For these reasons, the Company has established as a condition of employment and continued employment with the company the following illegal drugs, controlled substances, alcohol, and marijuana policy.

All employees are expected to arrive at work fit for duty, and to remain so for the entirety of the workday. Employees are prohibited from entering Company property and/or the property of one of the Company's clients while under the influence of any intoxicating beverage or behavior altering

drug of any kind (including marijuana) during working time. Employees are further prohibited from having any intoxicating beverage or behavior altering drug of any kind (including marijuana) in their possession while on Company property and/or the property of one of the Company's clients. Finally, employees are prohibited from using, selling, transferring, and/or possessing alcohol, marijuana, illegal drugs or controlled substances while (a) on the job, (b) on Company or client property, (c) in Company vehicles, or (d) in personal vehicles while conducting Company business.

The use of prescription drugs and/or over-the-counter drugs may also affect employees' job performance and seriously impair employees' value to the Company. Any employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of others must inform his/her supervisor and submit a physician's statement that the prescription drug use will not affect job safety. The employee will not be required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.

The consumption of alcoholic beverages, marijuana, or illegal drugs during work time, break times or meal periods is strictly prohibited. Employees are strictly prohibited from returning to work after such breaks or meal periods under the influence of such substances. The Company reserves the right to require and conduct drug or alcohol tests whenever reasonable suspicion exists that an employee is under the influence of alcohol, marijuana or other drugs. In order to enforce this policy, the Company also reserves the right to conduct searches of Company property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy.

The Company will encourage and reasonably accommodate employees with alcohol, marijuana or drug dependencies to seek treatment and/or rehabilitation. An employee who requests a leave of absence to enter a drug or alcohol rehabilitation program will be reasonably accommodated with an unpaid leave of absence, as required by law, to enroll in such a program if such an accommodation is not an undue hardship on the Company. Employees voluntarily entering a drug or alcohol rehabilitation program may be required to provide medical validation of satisfactory completion of the program. Employees returning to work following satisfactory completion of a rehabilitation program may be subject to drug or alcohol tests without prior notice for up to one (1) year following the return date. A recurrence of a positive drug or alcohol test following return to work may lead to disciplinary action up to and including unpaid suspension and/or termination of employment.

The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug, alcohol or marijuana use. Additionally, employees who are given the opportunity to seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be reemployed or be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

Failure to comply with these work rules may lead to disciplinary action up to and including unpaid suspension and/or termination of employment.

## **Security Policy**

The welfare of our employees and the security of our workplace require that every individual be constantly aware of potential security risks. Employees should immediately notify a supervisor when persons are acting in a suspicious manner in or around the Company's premises or when keys, security passes, or identification badges are lost or misplaced.

Employees entrusted with keys to the office or other Company facilities are responsible for the safekeeping of the keys and/or access cards, and the security and protection of Company property.

## **Surveillance Policy**

The Company has installed security cameras to monitor activity within company property for the purposes of employee safety, deterring theft or destruction of company assets, and to monitor activity within and/or unauthorized entry onto company property. Surveillance of the company premises is limited to areas and uses that do not violate the standard of a "reasonable expectation of privacy" as defined by law.

Access to information and data obtained from video footage, including live-streaming video, is limited to only select staff. Video monitoring of the company premises will be conducted in a professional, ethical, and legal manner consistent with all existing policies, including the Company's non-discrimination policy, its sexual harassment policy, and other relevant policies. Monitoring will not be based on individual characteristics of race, gender, ethnicity, sexual orientation, disability, or other classifications protected by the company's non-discrimination policy.

Information and data obtained through video monitoring will be used exclusively for security, disciplinary/termination, company policy enforcement, and/or law enforcement purposes.

## **Search and Inspection Policy**

For general security reasons, the company reserves the right to conduct inspections of all work and non-work areas, including, but not limited to desks, computers, cabinets, lockers, shelves and any other Company-owned property based on a reasonable suspicion of employee wrongdoing (i.e. violation of the law and/or workplace policies).

In addition, for security purposes and based on reasonable suspicion, inspections and/or searches may also occur of any other property on Company premises, including, but not limited to, purses, briefcases, packages, and vehicles.

The employee acknowledges that bringing any property and/or vehicle onto Company property constitutes consent to the search of such property and/or vehicle. These inspections and searches may occur at any time without prior notice. Failure to comply with this policy may result in disciplinary action up to and including unpaid suspension and/or termination of employment.

## **Workplace Bullying Policy**

The Company is committed to providing a safe and harassment-free workplace for all employees. As part of that commitment, the company has developed the following policy to address

intentional intimidation, threats, or other types of abusive behavior (“bullying”). This workplace bullying policy is intended to supplement, not to supersede, other harassment or workplace violence policies already in place at Company.

The Company will not tolerate any intentional bullying as defined in this policy. This policy applies to all employees, including supervisors, managers, and executives. Employees found in violation of this policy will be subject to discipline, up to and including unpaid suspension and/or termination of employment.

Bullying includes, but is not limited to, any of the following:

- Repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others with the intention to humiliate or demean, at the place of work and/or in the course of employment;
- Persistent singling out of one person or group of persons in a negative manner;
- Public reprimands intended to embarrass or humiliate the individual;
- Taking credit for another’s ideas or work product;
- Using technology (email, instant messaging, etc.) to intimidate or threaten a person or group of persons;
- Unwanted physical contact, abuse, or threats of abuse; or
- Deliberately excluding an individual or isolating them from work-related meetings and/or activities.

An employee who feels like they are being bullied at work, or witnesses bullying at work, should immediately report the circumstances to a supervisor, manager, or to Sean Sandoval (info@stageops.net (818) 217-0255).

## **Workplace Violence Policy**

The Company has a zero-tolerance policy for workplace violence, verbal and nonverbal threats, and related actions.

The Company prohibits and will not tolerate any form of workplace violence by an employee, supervisor, or third party (including vendors, patients, customers, subscribers, clients, and/or visitors) both in the workplace and at employer-sponsored events.

### **Prohibited Conduct**

For purposes of this policy, workplace violence includes:

- Making threatening remarks (written or verbal).
- Aggressive or hostile acts such as shouting, using profanity, throwing objects at another person, fighting, or intentionally damaging a coworker's property.
- Bullying, intimidating, or harassing another person (for example, making obscene phone calls or using threatening body language or gestures, such as standing close to someone or shaking your fist at them).
- Behavior that causes another person emotional distress or creates a reasonable fear of injury, such as stalking.
- Assault.

This list is illustrative only and not exhaustive. No form of workplace violence will be tolerated.

## **Prohibition of Weapons in the Workplace**

Except where the Company has given express written permission, such as in the case of security guards, the Company prohibits all employees from possessing any weapons of any kind at the workplace while an employee is engaged in activities for the Company, and/or at Company-sponsored events. Possession of a valid license or permit that an employee may have which would otherwise authorize the employee to carry firearms or weapons is not an exemption under this policy.

For purposes of this policy, the workplace is defined to include the Company's buildings, outdoor areas, and parking lots to the extent permitted under state law.

For purposes of this policy, "weapons" include, but are not limited to:

- Any device from which a projectile may be fired by an explosive;
- Guns/firearms;
- Any simulated firearm operated by gas or compressed air;
- Any spring blade knife;
- Any knife which opens or is ejected open by an outward, downward thrust or movement;
- Sling shot;
- Sand club;
- Metal knuckles;
- Mace;
- Explosives;
- Any instrument that can be used as a club and poses a reasonable risk of injury; and/or
- Any item with the potential to inflict harm that has no common purpose.

Employees who violate this policy are subject to immediate discipline, up to and including unpaid suspension and/or termination of employment.

## **Complaint Procedure**

Employees should immediately report to their supervisor, a member of management, and/or Sean Sandoval (info@stageops.net (818) 217-0255) incidents of violence or threats of violence.

If you witness or are subjected to any conduct you believe violates this policy, you are required to report this conduct as soon as possible. Your complaint should be as detailed as possible, including the names of all individuals involved and any witnesses.

The Company will directly and thoroughly investigate all reports of policy violations and will take prompt corrective action, including discipline, if appropriate. The Company reserves the right to contact law enforcement, if appropriate.

The Company will not retaliate against any employee for reporting such an incident, and will not knowingly permit any retaliation by management or non-management employees.

## **Workplace Safety Policy**

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or



safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, please notify the appropriate emergency personnel by dialing 911.

## **California AB 1775 Safety Training**

California Assembly Bill 1775 requires employees involved in the setting up, operation, or tearing down of a live event at a public events venue for an entertainment events vendor to have complied with specified training, certification, and workforce requirements. Specifically, these employees must have completed prescribed trainings of the U.S. Department of Labor's Occupational Safety and Health Administration (OSHA).

For vendor employees, the entertainment events vendor must certify the employees' completion of the California Division of Occupational Safety and Health's (Cal/OSHA) ten-hour course (Cal/OSHA-10), OSHA's ten-hour general entertainment safety training (OSHA-10/General Entertainment Safety), or the OSHA-10 course on workplace safety and health as applicable to their occupations. For a department head or lead, certification is required regarding completion of the Cal/OSHA thirty-hour course (Cal/OSHA-30), the OSHA-30/General Entertainment Safety training, or the OSHA-30 course on workplace safety and health. In the alternative for department heads, the entertainment events vendor can provide proof of certification through the Entertainment Technician Certification Program or "certify] that its employees and any subcontractors' employees meet the conditions for a skilled and trained workforce." The certification must be in writing, verifying that the training was completed and that "certification requirements of all employees, and any subcontractor's employees, who will work on the setting up, operation, or tearing down of [an] event" have been met.

## **Reasonable Accommodation**

If the company is made aware of an employee's disability and resulting need for accommodation, Human Resources or the employee's manager will engage with them in the interactive process. The process will determine what, if any, accommodations are necessary and reasonable to assist the employee in doing the essential functions of their job. Whether an accommodation is reasonable will be determined based on several factors, including whether it will effectively assist the employee in doing the essential functions of their job, the cost, and the effect on business operations. In most cases, employees will be required to provide documentation from an appropriate healthcare provider. Human Resources will provide employees with the necessary forms.

All employees are required to comply with safety standards. Employees who pose a direct threat to the health or safety of themselves or others in the workplace may be temporarily moved into another position or placed on leave until it is determined if a reasonable accommodation will effectively mitigate the risk.

## **Injury Reporting Procedure**

Employees are required to immediately report any work-related injury or illness, no matter how small, to their direct manager or another Company manager, or owner of the Company, if their direct manager is unavailable. The manager will provide the employee with any required paperwork. The employee is expected to cooperate in the reporting process. Questions asked by law enforcement or fire officials making an investigative report should be answered giving only information and avoiding any speculation. Liability for personal injury or property damage should never be admitted in answering investigatory questions asked by law enforcement or fire officials.

When any accident, injury, or illness occurs while an employee is at work, regardless of the nature or severity, the employee must obtain an injury reporting form or complete and returned the form to the owner as soon as possible. Reporting should not be allowed to delay necessary medical attention. Once the accident is reported, follow-up will be handled by the Owner. The employee may not return to work without permission of the Owner.

In addition to compliance safety measures imposed by federal Occupational Safety and Health Act (OSHA) and state law, the Company has an independent interest in making its facilities a safe and healthy place to work. The Company recognizes that employees may be in a position to notice dangerous conditions and practices and therefore encourages employees to report such conditions, as well as all non-functioning or hazardous equipment, to a supervisor or manager immediately. Appropriate remedial measures will be taken when possible and appropriate.

Employees will not be retaliated or discriminated against for reporting accidents, injuries, or illnesses, filing of safety-related complaints, or requesting to see injury and illness logs.

### **Workers' Compensation**

The Company provides insurance for all work-related injuries or illness. The name of the Company's workers' compensation insurance carrier and other pertinent information is posted. The carrier governs all insurance benefits provided by the Company. These contracts shall not be limited, expanded, or modified by any statements of Company personnel or Company documents. Any discrepancies shall be determined by reference the insuring contracts.

### **Employee Separation Procedures**

The Company requests that employees who choose to terminate their employment provide written notice to their supervisor or Sean Sandoval (info@stageops.net (818) 217-0255), stating their last date of employment and the reason for leaving. The employee agrees to return all Company equipment and/or property before the last day of employment, including but not limited to, keys, access cards, Company phones, etc.

## EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Company's Employee Handbook. I have read, understand, and agree to follow the policies and procedures contained therein. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time. I further acknowledge and understand that the Company reserves the right to change my hours, wages, and working conditions at any time.

In consideration of my employment, I agree to abide by the policies and procedures of the Company and agree that, unless subject to a properly executed written agreement to the contrary, my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. My signature below certifies that I understand that no manager or representative of the Company other than the CEO or president has any authority to enter into any agreement for employment with me for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing, unless the Company has entered into a properly executed written agreement to the contrary.

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Employee Signature

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Print Name

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Dated