



EMPLOYEE HANDBOOK

Alvarez and Shaw, Inc.

Updated 2/2022

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Welcome!

Welcome! As an employee of Alvarez and Shaw, Inc. (the "Company"), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive.

Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This employee handbook is intended to explain the terms and conditions of employment of all full and part-time employees and supervisors. Written employment contracts between Alvarez and Shaw, Inc. and some individuals may supersede some of the provisions of this handbook.

This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

Once again, welcome aboard!

General Employment Policies

Right to Revise

This employee handbook contains the employment policies and practices of Alvarez and Shaw, Inc. in effect at the time of publication. All previously issued handbooks and any inconsistent policy statements or memoranda are superseded.

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

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

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

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment.

At-Will Employment Status

Employees at Alvarez and Shaw, Inc. are employed on an at-will basis. This means that the employment relationship may be terminated at any time with or without reason or advance notice by either the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment.

No employee or representative of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only Chase Alvarez and Dave Shaw of Alvarez and Shaw, Inc. have the authority to make any such agreement, which is binding only if it is in writing.

Nothing in this at-will statement is intended to interfere with an employee's rights to communicate or work with others toward altering the terms and conditions of their employment, such as communications regarding wages, scheduling or other terms or conditions of employment.

Harassment, Discrimination and Retaliation Prevention

Alvarez and Shaw, Inc. is an equal opportunity employer. Alvarez and Shaw, Inc. is committed to providing a work environment free of harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on:

- Race
- Religion (including religious dress and grooming practices)
- Color
- Sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity/gender expression/transgender (including whether or not you are

transitioning or have transitioned) and sexual orientation.

- National origin
- Ancestry
- Physical or mental disability
- Medical condition
- Genetic information/characteristics
- Marital status/registered domestic partner status
- Age (40 and over)
- Sexual orientation
- Military or veteran status
- Any other basis protected by federal, state, or local law or ordinance or regulation

Alvarez and Shaw, Inc. also prohibits discrimination, harassment, disrespectful or unprofessional conduct 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.

In addition, the Company prohibits retaliation against individuals who raise complaints of discrimination or harassment or who participate in workplace investigations.

All such conduct violates Company policy.

Harassment Prevention

The Company's policy prohibiting harassment applies to all persons involved in the operation of the Company. The Company prohibits harassment, disrespectful or unprofessional conduct by any employee of the Company, including supervisors, managers, and co-workers. The Company's anti-harassment policy also applies to applicants, vendors, customers, independent contractors, unpaid interns, volunteers, persons providing services pursuant to a contract and other persons with whom you come into contact while working.

Prohibited harassment, disrespectful or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations, comments, posts, or messages.
- Visual displays such as derogatory and/or sexually oriented posters, photography, cartoons, drawings, or gestures.
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race, or any other protected basis.
- Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Retaliation for reporting or threatening to report harassment.
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law or by company policy.

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 their gender can amount to sexual harassment, regardless of whether the treatment is motivated by sexual desire.

Prohibited harassment is not just sexual harassment but harassment based on any protected category.

Non-Discrimination

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in Company operations. The Company prohibits unlawful discrimination against any job applicant, employee, or unpaid intern by any employee of the Company, including owners, executives, managers, supervisors, and coworkers.

Pay discrimination between employees of the opposite sex or between employees of another race or ethnicity performing substantially similar work, as defined by the California Fair Pay Act 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, Alvarez and Shaw, Inc. is not obligated to disclose the wages of other employees.

Anti-Retaliation

The Company will not retaliate against you for filing a complaint or participating in any workplace investigation or complaint process, and will not tolerate or permit retaliation by management, employees, or co-workers.

Reasonable Accommodation

Discrimination can also include failing to reasonably accommodate religious practices or qualified individuals with disabilities where the accommodation does not pose an undue hardship.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any job applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the HR manager and discuss the need for an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any, that will help the applicant or employee perform the job. An employee who requires an accommodation of a religious belief or practice (including religious dress and grooming practices, such as religious clothing or hairstyles) should also contact the HR manager and discuss the need for an accommodation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

The Company will not retaliate against you for requesting a reasonable accommodation and will not knowingly tolerate or permit retaliation by management, employees, or co-workers.

Complaint Process

If you believe that you have been the subject of harassment, discrimination, retaliation, or other prohibited conduct, bring your complaint to your supervisor, HR manager, or Chase Alvarez and Dave Shaw, as soon as possible after the incident. You can bring your complaint to any of these individuals. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the HR manager. Please provide all known details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory.

The Company encourages all individuals to report any incidents of harassment, discrimination, retaliation, or other prohibited conduct forbidden by this policy immediately so that complaints can be quickly and fairly resolved.

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, discrimination, and retaliation in employment. If you think you have been harassed or discriminated against or that you have been retaliated against for resisting, complaining, or participating in an investigation, you may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov and www.eeoc.gov.

Supervisors must refer all complaints involving harassment, discrimination, retaliation, or other prohibited conduct to the HR manager of the Company so the Company can try to resolve the complaint.

When the Company receives allegations of misconduct, it will immediately undertake a fair, timely, thorough, and objective investigation of the allegations in accordance with all legal requirements. The Company will reach reasonable conclusions based on the evidence collected.

The Company will maintain confidentiality to the extent possible. However, the Company cannot promise complete confidentiality. The employer's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

If the Company determines that harassment, discrimination, retaliation, or other prohibited conduct has occurred; appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. The Company will also take appropriate action to deter future misconduct.

Any employee determined by the Company to have engaged in harassment, discrimination, retaliation, or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.

HR Managers, other human resource employees, and any adult employees with direct contact and supervision of minor employees in the workplace are mandated reporters who are trained in child abuse and neglect identification.

Diversity, Equity, and Inclusion

Alvarez and Shaw, Inc. is committed to fostering a diverse workforce, and maintaining a workplace that is equitable, inclusive, and safe for all employees. From recruiting practices, to pay and benefits, promotions, and all other aspects of employment with us, an environment of equity is of the utmost importance.

We not only recognize that you, our employees, comprise a wide range of backgrounds and characteristics, but we believe those differences should be celebrated and valued. Whether it's race, religion, gender, national origin, ancestry, color, language, age, marital status, sexual orientation, gender identity, gender expression, physical or mental disability, medical condition, genetic information/characteristics, veteran status, political affiliation, or any other characteristic, these are parts of each of you that contribute to your experiences as humans, and ultimately to the knowledge and expertise that make you a valuable asset to the Company.

Alvarez and Shaw, Inc. is committed and determined that there is access, opportunity, and advancement for all individuals. We are always looking for ways in which we can cultivate an inclusive work environment, strengthen our cultural competency, and train our managers and employees to provide opportunities for growth and development.

It is our intention that all our employees, regardless of any particular background or characteristic, are always treated with respect and dignity. Likewise, we expect that as our employees, you treat your coworkers, supervisors and other team members with the same dignity and respect at all times.

Disrespect, inappropriate behavior or conduct toward others will not be tolerated and may subject an employee to disciplinary action, up to and including termination.

If you feel you have been mistreated, harassed, or discriminated or retaliated against in violation of the Company's Harassment, Discrimination and Retaliation Prevention policy, please contact your supervisor or HR manager.

Whistleblower

When employee notify a supervisor, manager, or an appropriate government or law enforcement agency that they have reason to believe their employer is violating a state or federal statute or violating or not complying with a state or federal rule or regulation, those employees are protected from retaliation. As such, Alvarez and Shaw, Inc. has a strict policy that prohibits retaliation against employees who make such reports while employed in any form of employment. Alvarez and Shaw, Inc. also does not permit retaliation against employees who refuse to participate in an activity that would result in a violation of a state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

If you have information regarding possible violations of state or federal statutes, rules, or regulations, or violations of fiduciary responsibility by Alvarez and Shaw, Inc. we encourage you to report it immediately to your supervisor or to human resource. Alternatively, you may contact the California State Attorney General's Whistleblower Hotline at (800) 952-5225. The Attorney General will refer your call to the appropriate government authority for review and possible investigation.

Hiring

New Hires

The first 90 days of continuous employment at Alvarez and Shaw, Inc. is considered an introductory period. During this time, you will learn your responsibilities, get acquainted with fellow employees and determine whether or not you are happy with your job. Your manager will closely monitor your performance.

Completion of the introductory period does not entitle you to remain employed by Alvarez and Shaw, Inc. for any definite period of time. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

Job Duties

During the introductory period, your manager will explain your job responsibilities and the performance standards expected of you. Please keep in mind that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or Alvarez and Shaw, Inc. Your cooperation and assistance in performing such additional work is expected.

Alvarez and Shaw, Inc. reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign, or transfer job positions, or assign additional job responsibilities.

Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Alvarez and Shaw Incorporated. If you are currently employed and have not complied with this requirement or if your status has changed, inform human resources.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Wages

Meal and Rest Periods

Rest Breaks

All nonexempt employees are entitled to uninterrupted rest break periods during their workday. If you are a nonexempt employee, you will be paid for all such break periods, and you will not clock out.

Number of Rest Breaks

You will be authorized and permitted one (1) 10-minute net rest break for every four (4) hours you work (or major fraction thereof, which is defined as any amount of time over two (2) hours). A rest break need not be authorized for employees whose total daily work time is less than three and one half (3.5) hours.

You will be relieved of all duty during your rest break periods. You are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any rest break.

If you work a shift from three and one-half (3.5) to six (6) hours in length you will be entitled to one (1) ten-minute rest break. If you work more than six (6) hours and up to 10 hours, you will be entitled to two (2) ten-minute rest breaks. If you work more than 10 hours and up to 14 hours, you will be entitled to three (3) ten-minute rest breaks.

For shifts in excess of 14 hours, you will continue to be entitled to additional paid 10-minute rest breaks for every four (4) hours you work, or major fraction thereof.

Timing of Rest Breaks

You are authorized and permitted to take a rest break in the middle of each four-hour work period.

There may be practical considerations that make this general timing infeasible and that require Alvarez and Shaw, Inc. to deviate from this general rule. You will be informed if there are practical considerations that make this timing infeasible.

Your rest break will be scheduled by your manager.

Meal Period

All nonexempt employees will be provided an uninterrupted unpaid meal period of at least 30 minutes if they work more than five (5) hours in a workday. You must clock out for your meal period. You will be permitted a reasonable opportunity to take this meal period, and you will be relieved of all duty. During your meal period, you are free to come and go as you please and are free to leave the premises. You are expected to return to work promptly at the end of any meal period.

If your total work period for the day is more than five hours per day but no more than six hours, you may waive the meal period. This cannot be done without the mutual consent of you and your manager. You must discuss any such waiver with your manager in advance. The waiver must be in writing.

Timing of Meal Period

Your meal period will be provided no later than the end of your fifth hour of work. For example, if you begin work at 8:00 a.m., you must start your meal period by 12:59 p.m. (which is before the end of your fifth hour of work).

Your meal period will be scheduled by your manager.

Second Meal Period

If you work more than 10 hours in a day, you will be provided a second, unpaid meal period of at least 30 minutes. Again, you must clock out for your meal period. You will be permitted a reasonable

opportunity to take this meal period, and you will be relieved of all duty. There will be no control over your activities during your meal period. During your meal period, you are free to leave the premises and are free to come and go as you please. You are expected to return to work promptly at the end of any meal period.

Depending on the circumstances, you may be able to waive your second meal period if you took the first meal period and if your total hours worked for the day is no more than twelve hours. This cannot be done without the mutual consent of you and your manager and must be in writing. You must discuss any such waiver with your manager in advance.

Timing of Second Meal Period

This second meal period will be provided no later than the end of your 10th hour of work.

Your second meal period will be scheduled by your manager.

Recording Meal Periods

You must clock out for any meal period and record the start and end of the meal period.

Employees are not allowed to work "off the clock." All work time must be accurately reported on your time record.

If for any reason you are not provided a meal period in accordance with our policy, or if you are in any way discouraged or impeded from taking your meal period or from taking the full amount of time allotted to you, please immediately notify the HR manager.

Anytime you miss a meal period that was provided to you (or you work any portion of a provided meal period), you will be required to report to the HR manager and document the reason for the missed meal period or time worked.

Please also refer to the Alvarez and Shaw, Inc. Timekeeping Policy.

Overtime for Nonexempt Employees

Employees may be required to work overtime as necessary. Only actual hours worked in a given workday or workweek can apply in calculating overtime. Alvarez and Shaw, Inc. will attempt to distribute overtime evenly and accommodate individual schedules. All overtime work must be previously authorized by your manager. Alvarez and Shaw, Inc. provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of eight hours in one workday or 40 hours in one workweek will be treated as overtime
- Compensation for hours in excess of 40 for the workweek, or in excess of eight and not more than 12 for the workday, and for the first eight hours on the seventh consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay.
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay.
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Pay for Mandatory Meetings/Training

Alvarez and Shaw, Inc. will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

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

Payment of Wages

Paychecks are normally available at the office or job site. If you observe an error on your check, please report it immediately to your manager.

All employees of Alvarez and Shaw, Inc. are paid on Friday for work performed during the previous one-week pay period. If a regular payday falls on a holiday, employees will be paid on the workday before the holiday.

Alvarez and Shaw, Inc. offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the HR manager) and return it to the HR manager at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form available from the HR manager and return it to the HR manager at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

Use of Employer Credit Cards

All employees in the possession of a credit card issued by Alvarez and Shaw Incorporated will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases related to Company vehicle use (gas, oil, etc.) under \$100 do not require prior approval. Credit card purchases for vehicle use over \$100 and any other business purchases over \$100 must receive prior approval from your owners.

Submit all sales receipts generated by use of the Company credit card weekly in the office in the receipt basket. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business-related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 30 days.

Immediately report lost or stolen Company cards to your Human Resource Manager. Failure to follow this policy may result in disciplinary action up to and including termination.

Timekeeping Requirements

All nonexempt employees are required to use a time sheet to record time worked for payroll purposes. All time worked must be accurately reported on your time record.

You must record your own time at the start and at the end of each work period. You must clock out for your meal period and record the start and end of the meal period.

You are not allowed to work "off the clock." Working off the clock violates company policy. Any work performed before or after a regularly scheduled shift must be approved in advance by your manager. If you perform any off-the-clock work, please report the work to your manager.

You also must record your time whenever you leave the building or job site for any reason other than Alvarez and Shaw, Inc. business.

You will be required to certify that your time record is accurate.

Any handwritten marks or changes on the timecard must be initialed by your manager. Punching another employee's timecard, allowing another employee to punch your timecard, or altering a timecard is not permissible and is subject to disciplinary action.

Any errors on your timecard should be reported immediately to your manager.

Please also refer to the Alvarez and Shaw, Inc. Meal and Rest Break Policy.

Time Off and Leaves of Absence

Bereavement Leave

Alvarez and Shaw, Inc. grants leave of absence to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three consecutive scheduled workdays off with pay with the approval of the Company. The employee's manager may approve additional unpaid time off.

Civil Air Patrol Leave

No employee with more than 90 days of service shall be disciplined for taking time off to perform emergency duty as a volunteer in the California Civil Air Patrol. If you are a Civil Air Patrol volunteer, please alert your manager that you may have to take time off for emergency duty. When taking time off for emergency duty, please alert your manager before doing so, giving as much advance notice as possible.

Up to 10 days of leave for duty may be taken each year. However, leave for a single emergency mission cannot exceed three days, unless the emergency is extended by the entity in charge of the operation and the extension of leave is approved by the Company.

Crime or Abuse Victims' Leave and Accommodation

If you are the victim of crime or abuse, you are eligible for unpaid leave. While the leave is generally unpaid, employees can use their paid sick time under California's Healthy Workplaces, Healthy Families Act for the purposes described below.

You are considered a victim of crime or abuse who is eligible for unpaid leave if you are:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as a result of a crime.
 - "Immediate family member" includes:
 - Regardless of age, your biological, adoptive, or foster child, stepchild, or legal ward, a child of a registered domestic partner, a child to whom you stand in loco parentis, or a person to whom you stood in loco parentis when the person was a minor.
 - Your biological, adoptive, or foster parent, stepparent, or legal guardian or that of your spouse or registered domestic partner, or a person who stood in loco parentis when you or your spouse or registered domestic partner was a minor child.
 - Your legal spouse or registered domestic partner.
 - Your biological, foster, or adoptive sibling, a stepsibling, or half-sibling.
 - Any other individual whose close association with you is the equivalent of a family relationship described in any of the bullets above.
- Any person against whom any crime has been committed (only for purposes of taking time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding).

You may request leave if you are involved in a legal action, such as obtaining restraining orders, or appearing in court to obtain relief to ensure your or your child's health, safety, or welfare. Please provide reasonable advance notice of the need for leave unless advance notice is not feasible. Contact the HR manager.

If you need a reasonable accommodation for your safety at work, contact the HR manager to discuss the need for an accommodation. If you are requesting a reasonable accommodation, you will need to submit a written statement signed by you, or by an individual acting on your behalf, certifying that the accommodation is for the purpose of your safety at work.

For reasonable accommodation requests, the Company will also require certification demonstrating that you are the victim of crime and abuse. The Company may request recertification every six months. Please notify the Company if an approved accommodation is no longer needed.

The Company will engage in an interactive process with you to identify possible accommodations, if any, that are effective and will make reasonable accommodations unless an undue hardship will result.

Alvarez and Shaw, Inc. will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave or accommodation under these provisions.

Criminal Judicial Proceedings and Victims' Rights Leave

If you are the victim, or the family member of a victim of certain serious crimes, you may take time off from work to attend judicial proceedings related to the crime or to attend proceedings involving rights of the victim.

If you are the family member of a crime victim, you may be eligible to take this leave if you are the crime victim's spouse, parent, child, or sibling. Other family members may also be covered depending on the purpose of the leave.

The absences from work must be in order to attend judicial proceedings or proceedings involving rights of the victim. Only certain crimes are covered. You must provide reasonable advance notice of your need for leave, and documentation related to the proceeding may be required. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings or proceedings involving victim rights will be unpaid unless you choose to use accrued and unused paid time off.

For more information regarding this leave (including whether you are covered, when and what type of documentation is required, and which type of paid time off can be used), please contact the HR manager.

California Family Rights Act (CFRA)

California's California Family Rights Act (CFRA) provides up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- You have been employed with the Company for a total of at least 12 months prior to the commencement of leave. The 12 months of employment must have accumulated within the previous seven years (certain exceptions apply).
- You have worked at least 1,250 hours during the previous 12-month period before the need for leave.

Leave may be taken for one or more of the following reasons:

- Your serious health condition that makes you unable to perform your job.
- To care for your family member who has a serious health condition. For purposes of CFRA leave, a "family member" includes your:
 - Spouse
 - Parent
 - Child of any age
 - Registered domestic partner
 - Grandparent
 - Grandchild
 - Sibling
 - Parent-in-law
- The birth of your child, or placement of a child with you for adoption or foster care.
- Because of a qualifying exigency related to covered active duty or a call to covered active duty of your spouse, registered domestic partner, child, or parent in the Armed Forces of the United States. (See Qualifying Exigencies Related to Active Duty below.)

Please note that incapacity due to pregnancy, prenatal medical care or childbirth is not an eligible reason for CFRA leave. (See the *Pregnancy Disability Leave Policy* for more information).

For additional information about eligibility for CFRA leave, contact the HR manager.

Qualifying Exigencies Related to Active Duty

Eligible employees whose spouse, domestic partner, child, or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement for certain qualifying exigencies. Qualifying exigencies may include, but are not necessarily limited to, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

Calculating the 12-month Period

For purposes of calculating the 12-month period during which 12 weeks of CFRA leave may be taken, Alvarez and Shaw, Inc. uses rolling year or calendar year based on each employee's personal usage of CFRA leave.

Pregnancy, Childbirth or Related Conditions and Baby Bonding

Leave because of a disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA leave. Employees who take time off for pregnancy disability will be placed on pregnancy disability leave (PDL). (See *Pregnancy Disability Leave* policy for more information.)

Once the pregnant employee is no longer disabled, or once the employee has given birth and exhausted PDL, the employee may apply for leave under the CFRA, for purposes of baby bonding.

Any leave taken for the birth, adoption, or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. The Company may also grant additional requests for leave lasting less than two weeks at its discretion. Any leave taken must be concluded within one year of the birth or placement of the child with the employee.

Leave Procedures

The following procedures shall apply to CFRA leave:

- Please contact the HR manager as soon as you realize the need for family/medical leave. If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for your serious health condition or that of a family member, you must notify the Company at least 30 days before leave is to begin. You must consult with your supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider or the health care provider of your family member.
- If you cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the CFRA request is made because of your own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require you, at the Company's expense, to obtain the opinion of a third health care provider designated or approved jointly by you and the employer. The opinion of the third health care provider shall be considered final and binding on you and the Company.

Certification

Alvarez and Shaw, Inc. requires you to provide certification. You will have 15 calendar days from the Company's request for certification to provide it to the Company unless it is not practical to do so. The Company may require recertification from the health care provider if you request additional leave upon expiration of the time period in the original certification. (For example, if you need two weeks of family and medical leave, but following the two weeks you need intermittent leave, a new medical certification will be requested and required.) If you do not provide medical certification in a timely manner to substantiate the need for family and medical leave, the Company may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered CFRA leave.

If the leave is needed to care for a sick family member, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Estimated amount of time for care by the health care provider
- Confirmation that the serious health condition warrants your participation

If your serious health condition is the reason for leave, you must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition
- Probable duration of the condition
- Your inability to work at all or to perform any one or more of the essential functions of your position because of the serious health condition

If you are on leave because of your own serious health condition, the Company will also require a medical release to return to work form or certification from your health care provider that you are able to resume work.

Failure to provide a release to return to work from your health care provider may result in denial of reinstatement until the certificate is obtained.

Leave Related to Military Service

A leave taken due to a "qualifying exigency" related to military service must be supported by a certification of its necessity. Special certification requirements apply to leaves related to military service.

Substitution of Paid Leave

Generally, CFRA leave is unpaid. The Company may require, or you may choose, to use accrued paid leave while taking CFRA leave. In order to use paid leave for CFRA leave, you must comply with the Company's normal paid leave policies. For more information on those specific circumstances requiring or allowing the substitution of paid leave contact the HR manager.

Reinstatement

Under most circumstances, upon return from CFRA leave, you will be reinstated to your 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 the employee had been continuously employed rather than on leave. For example, if an employee on CFRA leave would have been laid off had the employee not gone on 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. In addition, an employee's use of CFRA leave will not result in the loss of any employment benefit that the employee earned before using CFRA leave.

Time Accrual

Please contact the HR manager with any questions regarding accrual of other Company provided paid leave benefits (such as vacation or sick leave) during unpaid CFRA leave.

Carryover

Leave granted under any of the reasons provided by CFRA and/or FMLA will be counted as family/medical leave and will be considered as part of the 12-workweek entitlement in any 12-month period. No carryover of unused leave from one 12-month period to the next 12-month period is permitted.

Intermittent Leave

You may take CFRA leave intermittently (in blocks of time, or by reducing your normal weekly or daily work schedule) if the leave is for your serious health condition or that of a qualifying family member and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. Increments of time may not exceed one hour.

Jury Duty and Witness Leave

Alvarez and Shaw, Inc. encourages employees to serve on jury duty and grants unpaid leave of absence to employees when called for such service. Exempt employees will receive full salary unless they are absent for a full week and perform no work. You should notify your manager of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Military Leave

Employees who wish to serve in the military and take military leave should contact the HR manager for information about their rights before and after such leave. You are entitled to reinstatement upon completion of military service, provided you return or apply for reinstatement within the time allowed by law.

Organ and Bone Marrow Donor Leave

Employees who are donors for organ or bone marrow may take paid time off as follows:

- You must be employed for at least a 90-day period immediately preceding the beginning of leave.
- You may take up to 30 business days of paid leave, and up to an additional 30 business days of unpaid leave in any one-year period for the purpose of donating an organ to another person. The one-year period is calculated from the date the employee begins their leave.
- You may take up to 5 business days of leave in any one-year period for the purpose of donating bone marrow to another person. The one-year period is calculated from the date the employee's leave begins.
- During the leave for organ/bone marrow donors, Alvarez and Shaw, Inc. will continue to provide and pay for any group health plan benefits you were enrolled in prior to the leave of absence.
- Leave taken for the purpose of organ or bone marrow donation is not leave for the purpose of family medical leave under federal Family and Medical Leave Act or the state California Family Rights Act.

Employees who wish to take a leave of absence to donate bone marrow or an organ will be required to provide written verification of the need for leave, including confirmation that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

Once you have exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

You can use accrued PTO for any of the qualifying reasons protected by the Act, as set forth below. If you are using PTO as protected paid sick time, please designate the time off accordingly so we can treat it as such.

If you have any questions, please contact the HR manager.

Pregnancy Disability Leave

If you are pregnant, have a related medical condition, or are recovering from childbirth, please review this policy. Any employee planning to take pregnancy disability leave should advise the HR manager as early as possible. Please make an appointment with the HR manager to discuss the following conditions:

- The length of pregnancy disability leave will be determined by the advice of your health care provider, but employees disabled by pregnancy may take up to four months of leave per pregnancy (the working days you normally would work in one-third of a year or 17 1/3 weeks). Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by your pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care, doctor-ordered bed rest, as well as other reasons. Your healthcare provider determines how much time you need for your disability.

- Alvarez and Shaw, Inc. will also reasonably accommodate medical needs related to pregnancy, childbirth, or related conditions or temporarily transfer you to a less strenuous or hazardous position (where one is available) or duties if medically needed because of your pregnancy.
- If you need to take PDL, you must inform Alvarez and Shaw, Inc. when a leave is expected to begin and how long it will likely last. If the need for a leave, reasonable accommodation, or transfer is foreseeable (such as the expected birth of a child or a planned medical treatment for yourself), you must provide at least 30 days' advance notice before the PDL or transfer is to begin. Consult with the HR manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of your health care provider.
- For emergencies or events that are unforeseeable, we need you to notify the Company, at least verbally, as soon as practical after you learn of the need for the leave.
- Failure to comply with these notice requirements may result in delay of PDL, reasonable accommodation, or transfer.
- Pregnancy Disability Leave ("PDL") usually begins when ordered by your health care provider. You must provide Alvarez and Shaw, Inc. with a written certification from a health care provider for need of PDL, reasonable accommodation or transfer. The certification must be returned no later than 15 calendar days after it is requested by the Company. Failure to do so may, in some circumstances, delay PDL leave, reasonable accommodation or transfer. Please see the HR manager for a medical certification form to give to your health care provider.
- Leave returns will be allowed only when your health care provider sends a release.
- Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments not greater than one hour.

If intermittent leave or leave on a reduced work schedule is medically advisable you may, in some instances, be required to transfer temporarily to an available alternative position that meets your needs. The alternative position does not need to have equivalent job duties but must have the equivalent rate of pay and benefits and you must be qualified for the position. The position must better accommodate your leave requirements than your regular job. Transfer to an alternative position can include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

When your health care provider releases you to return to work from PDL, you will be reinstated to your same position held at the time the leave began or, in certain instances, to a comparable position, if available. There are limited exceptions to this policy. An employee returning from a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

School Appearances Involving Suspension

If you are the parent or guardian of a child facing suspension from school and are summoned to the school to discuss the matter, you should alert your manager as soon as possible before leaving work. In agreement with California Labor Code Section 230.7, no discriminatory action will be taken against an employee who takes time off for this purpose.

Sick Leave

Employees of Alvarez and Shaw, Inc. receive Paid Sick Leave in accordance with the compliance requirements in place for the location in which they perform work.

Eligible Employees

All employees, including part-time and temporary employees, will be entitled to Paid Sick Leave.

However, new employees are not eligible to use Paid Sick Leave until their 90th day of employment.

Sick Leave Benefit Year

Alvarez and Shaw, Inc. provides sick leave to employees in a lump sum on date of hire and annually thereafter **on January 1st each year.**

The Company does not pay employees for unused sick time. Employees who are rehired within one year of separation from employment may be eligible for reinstatement of previously awarded and unused sick leave.

Qualifying Reasons for use of Paid Sick Leave

San Diego Sick Leave can be used for the following reasons:

- For medical care, treatment, diagnosis, or preventive care, or for any other medical reason related to your own illness, injury, or medical condition.
- To aid or care for a covered family member, as defined below, who is receiving medical care, treatment, diagnosis, or preventive care, or for any other medical reason related to a covered family member's illness, injury, or medical condition.
- For certain, specified purposes when you or a covered family member is a victim of crime or abuse.
- Your place of business is closed by order of a public official due to a public health emergency.
- An employee is providing care or assistance to a child, whose school or childcare provider is closed by order of a public official due to a public health emergency.

For purposes of Paid Sick Leave, a covered family member includes:

- A child, defined as a biological, foster, or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. "Child" also includes a child of a domestic partner or a child to whom you act as a parent, even if they are not your legal child
- A parent, defined as a biological, foster, or adoptive parent; a stepparent; or a legal guardian. "Parent" also includes a person who is a biological, foster, or adoptive parent, a stepparent, or a legal guardian of your spouse or registered domestic partner; or a person who acted as your parent when you were a minor, even if they are not your legal parent
- A sibling, including biological, adoptive, half and step-relationships
- A grandparent
- A grandchild
- A spouse
- A registered domestic partner

Use of Paid Sick Leave

San Diego Sick Leave is intended to be used only when actually required for the reasons described above and is not to be used for other "personal" absences. Employees are not required, as a condition of using Paid Sick Leave, to search for or find a replacement worker to cover the hours during which the employee is using sick leave. Employees cannot be discriminated against or retaliated against for requesting or using sick time.

If the need to use Paid Sick Leave is foreseeable, employees shall provide reasonable advance oral or written notification to their manager. If the need to use Paid Sick Leave is not foreseeable, employees shall provide notice of the need for the leave to their manager. If an employee wishes to be paid using their Paid Sick Leave, they must request the time in writing providing dates and the amount of time requested.

Incremental Use

Paid Sick Leave cannot be used in increments larger than two hours.

Paid Sick Leave and Workers' Compensation Benefits

San Diego Sick Leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused Paid Sick Leave, you may use Paid Sick Leave to receive pay for these absences.

Time Off for Voting

If you do not have sufficient time outside of working hours to vote in an official statewide election, you may take off enough working time to vote, including up to two hours off without loss of pay. This time off should be taken at the beginning or the end of the regular working shift, whichever allows for more free time for voting and the least time off work. If you know or have reason to believe that time off will be necessary to be able to vote on election day, you must give your manager at least two working days' notice.

Volunteer Civil Service Personnel

No employee shall be disciplined for taking time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel. Employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel may also take up to a total of fourteen days unpaid leave time per calendar year to engage in required fire, law enforcement or emergency rescue training. Please alert your manager, that you may have to take time off for emergency duty or emergency duty training. When taking time off for emergency duty, please alert your manager before doing so when possible.

Benefits

401(k) Plan

All regular full-time employees who have completed one year of employment and worked at least 1000 hours in that year of employment at Alvarez and Shaw, Inc. are eligible to participate in the 401(k) plan. As with your insurance benefits, refer to your Summary Plan Description (SPD) provided by the benefits administrator for specifics. If you have further questions about the 401k, consult with the benefits administrator. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Alvarez and Shaw, Inc. unless otherwise required by law.

Holidays

Alvarez and Shaw, Inc. observes the following unpaid holidays. When one of these days fall on a regularly scheduled workday (Monday – Friday), Alvarez and Shaw will be closed so that employees can celebrate the holiday. If one of these listed holidays falls on Saturday or Sunday, no additional business closure will occur unless expressly communicated by Company Management.

- January 1 (New Year's Day)
- Memorial Day
- July 4th (Independence Day)
- Labor Day
- Thanksgiving Day
- Christmas Day

Alvarez and Shaw, Inc. reserves the right to change observed holiday business closures or close for business on additional days.

Lactation Accommodation

Alvarez and Shaw, Inc. recognizes lactating employees' rights to request lactation accommodation, and accommodates lactating employees by providing a reasonable amount of break time and a suitable lactation location to any employee who desires to express breast milk for their infant child, subject to exception allowed under applicable law.

If possible, the break time should run concurrently with your normally scheduled break time. Any break time to express breast milk that does not run concurrently with your normally scheduled break time shall be unpaid.

The lactation location will be private (shielded from view and free from intrusion from co-workers and the public) and located close to your work area. The location will be safe, clean, and free of toxic or hazardous materials; have a surface to place a breast pump and other personal items; have a place to sit; and have access to electricity or alternative devices (including, but not limited to extension cords or charging stations) needed to operate an electric or battery-powered breast pump. Alvarez and Shaw, Inc. will also provide access to a sink with running water and a refrigerator suitable for storing milk in close proximity to your workspace. If a refrigerator cannot be provided, Alvarez and Shaw, Inc. will provide another cooling device suitable for storing milk, such as an employer-provided cooler. The lactation location will not be a bathroom or restroom. The room or location may include an employee's private office if it otherwise meets the requirements of the lactation space. Multi-purpose rooms may be

used as lactation space if they satisfy the requirements for space; however, use of the room for lactation takes priority over other uses for the time it is in use for lactation purposes.

Employees who desire lactation accommodations should contact the manager to request accommodations. An employee's request may be provided orally, by email, or in writing, and need not be submitted on a specific form. We will engage in an interactive process with you to determine when and where lactation breaks will occur. If we cannot provide break time or a location that complies with this policy, we will provide a written response to your request.

Alvarez and Shaw, Inc. will not tolerate discrimination or retaliation against employees who exercise their rights to lactation accommodation, including those who request time to express milk at work and/or who lodge a complaint related to the right to lactation accommodation. If you believe you have been denied reasonable break time or adequate space to express milk or have been otherwise denied your rights related to lactation accommodation, you have the right to file a complaint with the Labor Commissioner.

Paid Family Leave

Employees may be eligible for Paid Family Leave (PFL) wage replacement benefits, which are funded through payroll deductions and coordinated through the Employment Development Department (EDD). PFL provides partial pay for up to eight weeks when you need to take leave from work:

- To care for a parent, parent-in-law, child, spouse, registered domestic partner, grandparent, grandchild, or sibling who is seriously ill.
- To bond with your newborn, foster child, or newly adopted child.
- For a qualifying exigency related to the covered active duty or call to covered active duty of your spouse, registered domestic partner, parent, or child in the Armed Forces of the United States.

The PFL program does not provide employees with a right to a leave of absence; it is limited to a state-mandated wage replacement benefit.

Health Insurance

Alvarez and Shaw Incorporated provides its regular full-time employees with health benefits. Employees become eligible after 60 days of employment with benefits to be effective on the first of the month after the completion of 60 days of employment. You have the option of dependent coverage at your own expense. Medical plan benefits for eligible employees are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Health benefits during California Family Rights Act (CFRA) leave, and California Pregnancy Disability Leave (PDL) are maintained by the Company on the same terms as if you continued to work. You must make arrangements to pay your share of the health insurance premium on a monthly basis to maintain insurance coverage. Contact Human Resources to determine the amount of your contribution. The obligation of Company to maintain health benefits stops when:

- An employee informs the Company of an intent not to return to work at the end of the leave period; or
- An employee fails to return to work when the FMLA entitlement is exhausted; or
- An employee's premium contribution is past due.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for an employee who fails to return to work from leave.

Please understand that plan eligibility does not necessarily mean coverage for all medical treatments or procedures. In addition, under changed circumstances you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

Workers' Compensation

Alvarez and Shaw, Inc. in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:

- Medical care.
- Cash benefits, tax free, to replace lost wages.
- Assistance to help qualified injured employees return to suitable employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your manager.
- Seek medical treatment and follow-up care if required.
- Complete a written *Employee's Claim for Workers' Compensation Benefits* (DWC Form 1) and return it to your manager.
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to their same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

An employee's return depends on their qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of their job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act or the California Fair Employment and Housing Act.

The law requires Alvarez and Shaw, Inc. to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Company-Provided Physician

Alvarez and Shaw, Inc. provides medical treatment for work-related injuries through a medical provider network, which the company has chosen to provide medical care to injured employees because of their experience in treating work-related injuries.

Workers' Compensation and CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and/or federal law California Family Rights Act (CFRA), will be placed on

CFRA during the time they are disabled and not released to return to work. The leave under these laws will generally run concurrently.

Paid Sick Leave and Workers' Compensation Benefits

Paid Sick Leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover absences for medical treatment. When you report a work-related illness or injury, you will be sent for medical treatment, if treatment is necessary. You will be paid your regular wages for the time you spend seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If you have accrued and unused sick leave, you may choose to substitute Paid Sick Leave for any time that would otherwise be unpaid.

If you do not have accrued, Paid Sick Leave, or if you have used all of your sick leave, you may choose to substitute vacation/paid time off for further absences from worked, related to your illness or injury.

Management

Employee Property

An employee's personal property, including but not limited to packages, purses, briefcases, messenger bags, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Alvarez and Shaw, Inc. property, possession of dangerous weapons or firearms, or abuse of the Company's drug and alcohol policy.

Names and Addresses Policy

Alvarez and Shaw, Inc. is required by law to keep current all employees' names and addresses. You are responsible for notifying the Company in the event of a name or address change.

Open-Door Policy

Suggestions for improving Alvarez and Shaw, Inc. are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your complaints, questions, and suggestions are important to us.

If you have a complaint, suggestion, or question, speak with your immediate supervisors as soon as possible. If you are not comfortable speaking to your immediate supervisors, please bring the issue to the HR manager or any other member of management.

Moreover, if you have raised the issue and if the problem persists, you may present it to the HR manager, who will investigate and provide a solution or explanation.

If the problem is not resolved, you may also present the problem to Chase Alvarez and Dave Shaw of Alvarez and Shaw, Inc. who will attempt to reach a final resolution.

While a written complaint will assist us in investigating your concerns, it is not required that you put your complaint in writing. If you need assistance with your complaint, or you prefer to make a complaint in person, contact the HR manager or Chase Alvarez and Dave Shaw.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, Alvarez and Shaw, Inc. values your observations and you should feel free to raise issues of concern without the fear of retaliation.

Personnel Records

You have a right to inspect or receive a copy of the personnel records that Alvarez and Shaw, Inc. maintains relating to your performance or to any grievance concerning you. Certain documents may be excluded or redacted from your personnel file by law, and there are legal limitations on the number of requests that can be made.

Any request to inspect or copy personnel records must be made in writing to the HR manager. You can obtain a form for making such a written request from the HR manager.

You may designate a representative to conduct the inspection of the records or receive a copy of the records. However, any designated representative must be authorized by you in writing to inspect or receive a copy of the records. Alvarez and Shaw, Inc. may take reasonable steps to verify the identity of any representative you have designated in writing to inspect or receive a copy of your personnel records.

The personnel records may be made available to you either at the place where you work or at a mutually agreeable location (with no loss of compensation for going to that location to inspect or copy the records). The records will be made available no later than 30 calendar days from the date Alvarez

and Shaw, Inc. receives your written request to inspect or copy your personnel records (unless you/your representative and Alvarez and Shaw, Inc. mutually agree in writing to a date beyond 30 calendar days but no later than 35 calendar days from receipt of the written request).

Disclosure of personnel information to outside sources, other than your designated representative, will be limited. However, Alvarez and Shaw, Inc. will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Workplace Privacy - Audio/Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices while on working time. You also may not use any audio or video recordings in work areas that Alvarez and Shaw, Inc. has identified as confidential, secure, or private, unless you are engaged in protected activity related to improving the terms and conditions of your employment, such as documenting health and safety issues.

Company Property

Electronics

This policy is intended to protect the Company's computer systems and electronic information.

For purposes of these policies, the following definitions apply: "Computers" are defined as desktop computers, laptops, handheld devices (including but not limited to iPhones, Black berries, smart phones, iPads, and other electronic tablets and cell phones), computer software/hardware and servers, and any other devices used to store electronic data for Alvarez and Shaw, Inc.

Alvarez and Shaw, Inc. also uses various forms of "electronic communication." "Electronic communications" includes e-mail, text messages, telephones, cell phones and other handheld devices (such as Blackberries, smart phones or writing tablets or iPads), fax machines, and online services including the Internet.

"Electronic information" is any information created by an employee using computers or any means of electronic communication, including but not limited to, data, messages, multimedia data, and files.

The following general policies apply:

- Computers and all data transmitted through Alvarez and Shaw, Inc. servers are Company property owned by the Company for the purpose of conducting Company business. These items must be maintained according to Alvarez and Shaw, Inc. rules and regulations. Computers must be kept clean, and employees must exercise care to prevent loss and damage. Prior authorization must be obtained before any Company property may be removed from the premises.
- All electronic communications also remain the sole property of Alvarez and Shaw, Inc. and are to be used for Company business. For example, email messages are considered Company records.
- Electronic information created by an employee using any computer or any means of electronic communication is also the property of Alvarez and Shaw, Inc. and remains the property of Alvarez and Shaw, Inc.
- Information stored in Company computers and file servers, including customer lists, vendor lists, project and research data, without limitation, is the property of the Company and may not be distributed outside the Company in any form whatsoever without the written permission of Chase Alvarez or Dave Shaw.
- Violation of any of the provisions of this policy, whether intentional or not, will subject Alvarez and Shaw, Inc. employees to disciplinary action, up to and including termination.

Monitoring of Company Property

Alvarez and Shaw, Inc. reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Alvarez and Shaw, Inc. computers and all electronic communications and electronic information are subject to monitoring and no one should expect privacy regarding such use. The Company reserves the right to access, review and monitor electronic files, information, messages, text messages, e-mail, Internet history, browser-based webmail systems and other digital archives and to access, review and monitor the use of computers, software, and electronic communications to ensure that no misuse or violation of Company policy or any law occurs. E-mail may be monitored by the Company and there is no expectation of privacy. Assume that e-mail may be accessed, forwarded, read, or heard by someone other than the intended recipient, even if marked as "private."

Employee passwords may be used for purposes of security, but the use of a password does not affect the Company's ownership of the electronic information or ability to monitor the information. The Company may override an employee's password for any reason.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Alvarez and Shaw, Inc. management.

Prohibited Use

All existing Company policies apply to employee use of computers, electronic communications, electronic information, and the Internet. This includes policies that deal with misuse of Company assets or resources. It is a violation of Alvarez and Shaw, Inc. policy to use computers, electronic communications, electronic information, or the Internet, in a manner that: is discriminatory, harassing, or obscene; constitutes copyright or trademark infringement; violates software licensing rules; is illegal; or is against Alvarez and Shaw, Inc. policy. It is also a violation of policy to use computers, electronic communications, electronic information, or the Internet to communicate confidential or sensitive information or trade secrets.

The display of any kind of sexually explicit multimedia content, message, or document on any Company computer is a violation of the Company's policy against sexual harassment. This description of prohibited usage is not exhaustive, and it is within the discretion of Alvarez and Shaw, Inc. to determine if there has been a violation of this policy. Employees that engage in prohibited use will be subject to discipline and/or immediate termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

Computer and Internet Use

Alvarez and Shaw, Inc. provides computers, electronic communications, electronic information and information technology resources, including the Internet, to its employees to help them do their job.

Generally, these Company resources should be used for business related purposes. However, the Company recognizes that occasional personal use of these Company resources and property may occur during working time. The Company allows such occasional personal use as long as the usage does not interfere with the employee's work performance, take away from work time, consume supplies, slow other users, slow the servers or computer systems, or tie up printers or other shared resources, or violate any Company policy, including policies against harassment, discrimination and disclosure of confidential or trade secret information.

All policies relating to monitoring usage of Company property apply. Alvarez and Shaw, Inc. reserves the right to adjust this policy on a case by case basis as it deems appropriate.

This policy is not intended to limit the ability of employees to use Company email systems to communicate with other employees regarding the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors or staffing.

Alvarez and Shaw, Inc. reserves the right to adjust this policy on a case by case basis as it deems appropriate.

Social Media Policy

At Alvarez and Shaw, Inc. we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. Additionally, Alvarez and Shaw, Inc. can be contracted to perform work on sensitive job sites such as military bases that have strict rules about social media exposure and/or a need for confidentiality. For these reasons, posting information or photos on any form of social media regarding Alvarez and Shaw, Inc. its clients, or job

sites is strictly prohibited. This restriction applies to all forms of social media, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Alvarez and Shaw, Inc. as well as any other form of electronic communication.

Using social media at work

In the interests of privacy and safety, Alvarez and Shaw, Inc. prohibits use of social media while on work time. Do not use Alvarez and Shaw, Inc. email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

Alvarez and Shaw, Inc. prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Associates should not speak to the media on the company's behalf without contacting the Corporate Affairs Department. All media inquiries should be directed to them.

For more information

If you have questions or need further guidance, please contact your HR representative.

Employer Property

Furniture, desks, computers, cell phones, data processing equipment/software, tools, construction materials, equipment and work vehicles are property of Alvarez and Shaw, Inc. and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. Alvarez and Shaw, Inc. reserves the right to inspect all Company property including computer or phone data or messages to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Prior authorization must be obtained before any Company property may be removed from the premises.

All company equipment, tools and vehicles are the responsibility of the employee who is authorized to use them. Damage or loss of any property belonging to Alvarez and Shaw may be cause for disciplinary action up to and including termination.

Company voice mail and/or electronic mail (e-mail) including texting, pagers and mobile email are to be used for business purposes. Alvarez and Shaw, Inc. reserves the right to monitor voice mail messages, and e-mail messages, and texts to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

Alvarez and Shaw, Inc. reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system. Messages on the company voicemail and email systems are subject to the same company policies against discrimination and harassment as are any workplace communications. Offensive, harassing, or discriminatory content in such messages will not be tolerated.

For security reasons, employees should not leave personal belongings of value in the workplace. Terminated employees should remove any personal items at the time they leave Alvarez and Shaw, Inc. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

Smoking

Smoking is prohibited at Alvarez and Shaw, Inc. Smoking is prohibited in the main office as well as in all work vehicles and on all Alvarez and Shaw, Inc. jobsites. The smoking prohibition applies to all smoking devices, including, but not limited to, the use of electronic smoking devices, such as electronic cigarettes, pipes, hookahs, and vaping devices.

Solicitation and Distribution of Literature

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, no employee shall 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 any written or printed material in work areas at any time, or during their working time or during the working time of the employee or employees at whom such activity is directed. Any employee who is in doubt concerning the application of these rules should consult with their manager.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

Employee Conduct

A Representative of Alvarez and Shaw, Inc.

As an employee of the Company, you are a representative of Alvarez and Shaw, Inc. in your work-related activities with clients, vendors, company associates and co-workers. The Company Culture is one of professionalism and respect. You have been chosen to be part of a highly functioning and ambitious team dedicated to delivering the best possible experience and results to our clientele. We hope that you take pride in your role here at Alvarez and Shaw, Inc. and show up to work each day in a manner that supports our culture and the quality experience we demand for our clients.

Business Conduct and Ethics

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with Alvarez and Shaw, Inc. because doing so may give the appearance of influencing business decisions, transactions, or service. Please discuss expenses paid by such persons for business meals or trips with the Company in advance.

Conducting Personal Business

Employees are to conduct only Alvarez and Shaw, Inc. business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

Confidential Information

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of your work, you may have access to trade secrets or similarly protected proprietary or confidential information regarding Alvarez and Shaw, Inc.'s, business (such as financial data, research and development, marketing, business plans or strategies, suppliers, business partners or customers). You have a responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties or as required by law.

Access to, or disclosure of, confidential information should be on a "need-to-know" basis and must be authorized by the HR manager. Any breach of this policy will not be tolerated, and legal action may be taken by the Company.

This policy does not prohibit employees from confidentially disclosing trade secret, proprietary or confidential information to federal, state, and local government officials, or to an attorney, when done to report or investigate a suspected violation of the law. Employees may also disclose the information in certain court proceedings if specific procedures to protect the information are followed. Nothing in this policy is intended to conflict with 18 U.S.C. sec. 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. sec. 1833(b).

Conflicts of Interest

All employees must avoid situations involving actual conflict of interest. Personal or romantic involvement with a competitor, supplier, or subordinate employee of Alvarez and Shaw, Inc. which impairs an employee's ability to exercise good judgment on behalf of the Company, can create an actual conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, possible claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to their immediate manager, or any other appropriate manager, for a determination about whether an actual conflict exists. If an actual conflict is determined, Alvarez and Shaw, Inc. may take whatever corrective action appears appropriate according to the circumstances. Failure to disclose facts shall constitute grounds for disciplinary action.

Client Relations

Employees are expected to be polite, courteous, prompt, and attentive to every client and customer. When an employee encounters an uncomfortable situation that they do not feel capable of handling, their manager should be called immediately.

Ours is a service business and all of us must remember that the client always comes first. Our customers ultimately pay all of our wages. Remember, while the client is not always right, the client is never wrong.

Clients are to be treated courteously and given proper attention at all times. Never regard a client's question or concern as an interruption or an annoyance. You must respond to inquiries from clients, whether in person, by email or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received.

Through your conduct, show your desire to assist the customer in obtaining the help they need. If you are unable to help a client, find someone who can.

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

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

Dress Codes and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard.

Because each employee is a representative of Alvarez and Shaw, Inc. in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees are expected to dress neatly and in a manner consistent with the nature of the work performed for professionalism and safety.

Our goal at Alvarez and Shaw, Inc. is to provide a workplace that is professional, comfortable, inclusive, and safe for all employees as they perform their work. Employees are encouraged to dress comfortably and casually with common sense and professionalism. All clothing should be clean and without rips or holes. Attire should not have profane graphics or language that might be offensive to coworkers or clients. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Field Staff

All employees who report to work at construction job sites or perform work related to projects of Alvarez and Shaw, Inc. whether on a job site, company equipment yard or other company-maintained area are required to wear clothing appropriate for work activity and safety. Employees performing work in the field are required to wear long pants, work boots and shirts with sleeves. No tank tops are permitted. In some cases, special work attire including steel toe boots may be required. Alvarez and Shaw, Inc. will

provide for all appropriate, required personal protective equipment and attire for specific duties as assigned. If you have questions or concerns about work appropriate attire from a functional or safety standpoint, please consult your job site foreman or the management team at Alvarez and Shaw, Inc. When employees are required to wear safety equipment or clothing, any deviations from these guidelines must be approved by your manager.

Office Staff

Alvarez and Shaw, Inc. supports a workplace environment that is comfortable as well as professional. Employees who work in the office at the Company are expected to dress appropriately in business casual attire. The Company's goal is to provide a comfortable environment that is welcoming for clients as well as co-workers. Courtesy toward co-workers and attention to professional image should be considered to determine if your attire is appropriate.

This dress code policy will not be enforced in a manner that discriminates against anyone based on a protected class, such as race, sex, gender identity or gender expression, religion, national origin, or any other class protected by federal, state, or local law. For more information, see the *Harassment, Discrimination and Retaliation Prevention* policy. Employees who need a reasonable accommodation because of religious beliefs, observances or practices should contact the HR manager and discuss the need for accommodation.

Drug and Alcohol Abuse

This policy applies to Alvarez and Shaw, Inc. ("Company") employees (except where noted in this policy or where it is inconsistent with applicable law) and to all applicants for employment. This policy revises and supersedes the Company's previous drug and alcohol testing policies.

Policy Statement

Purpose of Guideline

It is the intent of the Company to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. Employees who are under the influence of a drug or alcohol on the job compromise the Company's interests and endanger their own health and safety and the health and safety of others. Substance abuse in the workplace can also cause a number of other work-related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, and inferior quality in products or service.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment, and operations, the Company has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with the Company, each employee must abide by this policy.

Definitions

For purposes of this policy:

- "Illegal drugs or other controlled substances" means any drug or substance listed under the Federal Controlled Substances Act that, regardless of state or local law, (a) is not legally obtainable; or (b) is legally obtainable but has not been legally obtained; or (c) has been legally obtained but is being sold or distributed unlawfully.
- "Legal drug" means any drug, including any prescription drug or over-the-counter drug, that has been legally obtained and that is not unlawfully sold or distributed.

- “Abuse of any legal drug” means the use of any legal drug (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.
- “Possession” means that an employee has the substance on their person or otherwise under their control.
- “Reasonable suspicion” includes a suspicion that is based on specific personal observations such as an employee's manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; information provided to management by an employee, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

Prohibited Conduct

The prohibitions of this section apply whenever the interests of the Company may be adversely affected, including any time an employee is (1) on Company premises; (2) conducting or performing Company business, regardless of location; (3) operating or responsible for the operation, custody, or care of Company equipment or other property; or (4) responsible for the safety of others in connection with, or while performing, Company-related business.

Alcohol: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge: (1) the unauthorized use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol; or (2) being under the influence of alcohol.

Illegal Drugs: The following acts are prohibited and will subject an employee to discipline, up to and including immediate discharge: (1) the use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance listed under the Federal Controlled Substances Act; or (2) being under the influence of any Federally listed illegal drug or other controlled substance.

Prescription Drugs: This policy prohibits (1) the abuse of any legal drug; (2) the purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or (3) working while impaired by the use of a legal drug whenever such impairment might endanger the safety of the employee or some other person, pose a risk of significant damage to Company property or equipment; or substantially interfere with the employee's job performance or the efficient operation of the Company's business or equipment. Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over-the-counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

Reasonable Suspicion Testing

If the Company has reasonable suspicion that the employee is working in an impaired condition or otherwise engaging in conduct that violates this policy, the employee will be asked about any observed behavior and offered an opportunity to give a reasonable explanation. If the employee is unable to credibly or adequately explain the behavior, they will be asked to take a drug test in accordance with the procedures outlined below. If the employee refuses to cooperate with the administration of the drug test, the refusal will be handled in the same manner as a positive test result.

Post-Accident Testing

Post-accident testing will be administered if the accident causes a non-trivial injury (requiring treatment at a medical facility) or serious property damage and there is reasonable suspicion that the employee involved in the accident was under the influence of drugs and/or alcohol.

Disciplinary Action

Violation of this policy may result in disciplinary action up to and including immediate termination. An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any Company-related activity or event will be deemed to have violated this policy. Mandatory participation in and satisfactory completion of an inpatient or outpatient drug or alcohol abuse assistance or rehabilitation program may become a condition of continued employment upon violation of this policy.

Criminal Activity/Arrests

Involvement in criminal activity during employment, whether on or off Alvarez and Shaw, Inc. property, may result in disciplinary action including suspension or termination of employment. Disciplinary action depends upon a review of all factors involved, including whether or not the action was work-related, the nature of the act, or circumstances that adversely affect attendance or performance. Any disciplinary action is not dependent upon the disposition of any case in court.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled as a result of an arrest may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

Any disciplinary action taken will be based on information reasonably available. This information may come from witnesses, police, or any other source as long as management has reason to view the source as credible.

News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by Chase Alvarez and Dave Shaw may comment to news reporters regarding Alvarez and Shaw, Inc. company policy or events relevant to Alvarez and Shaw, Inc.

This policy does not limit your right to discuss the terms and conditions of your employment, or your ability to engage in discussion in an effort to improve these conditions.

Prohibited Conduct

Employees are expected to conduct themselves in a manner to further the Company's objectives. The following conduct is prohibited and will not be tolerated by Alvarez and Shaw, Inc. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited and will result in disciplinary action up to and including termination:

- Falsifying employment records, employment information, or other Company records
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any timecard, either your own or another employee's
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer
- Removing or borrowing Company property without prior authorization
- Unauthorized use or misuse of Company equipment, time, materials, or facilities
- Provoking a fight or fighting during working hours or on Company property

- Participating in horseplay or practical jokes on Company time or on Company premises
- Carrying firearms or any other dangerous weapons on Company premises at any time
- Causing, creating or participating in a disruption of any kind during working hours on Company property
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management
- Using abusive, threatening or intimidating language at any time on Company premises
- Violation of Company punctuality and attendance policies. Absences protected by state or federal law do not count as violations of this policy. Protected paid sick time under California, federal or local law does not count as a violation of this policy
- Failing to obtain permission to leave work for any reason during normal working hours, not including meal and rest periods
- Failing to observe working schedules, including rest and meal periods
- Sleeping or malingering on the job
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency or extreme circumstances
- Working overtime without authorization or refusing to work assigned overtime
- Violation of dress standards
- Violating any safety, health, security or Company policy, rule, or procedure
- Violation of the Company's drug and alcohol policy
- Committing a fraudulent act or a breach of trust under any circumstances.
- Violating the Company's anti-harassment or equal employment opportunity policies.
- Failing to promptly report work-related injury or illness.

This statement of prohibited conduct does not alter the Company's policy of at-will employment. Either you or Alvarez and Shaw, Inc. remain free to terminate the employment relationship at any time, with or without reason or advance notice.

Prohibited Use of Company Cell Phone While Driving

In the interest of the safety of our employees and other drivers and pedestrians on the road, Alvarez and Shaw, Inc. employees are prohibited from using cell phones (including all smart phones) or other wireless communication devices (including laptops and tablets) while driving on Company business and/or Company time. This prohibition includes any use of the cell phone or other wireless communications device, such as answering or placing calls, engaging in conversations, texting, Web browsing or using any smart phone application while driving.

If your job requires that you keep your cell phone or other wireless communication device turned on while you are driving, you must use a hands-free, voice-operated device at all times. Under no circumstances should employees place phone calls while operating a motor vehicle while driving on Company business and/or Company time. Violating this policy is a violation of law and a violation of

Company rules.

Employees Under Age 18

A person under the age of 18 years is prohibited from driving a motor vehicle while using a wireless telephone, even if equipped with a hands-free device, or while using a mobile service device. The prohibition would not apply to such a person using a wireless telephone or a mobile service device for emergency purposes. Violating this policy is a violation of law and a violation of Company rules.

Writing, sending, or reading text-based communication - including text messaging, instant messaging. Email, web browsing and use of smart phone applications - on a wireless device or cell phone while driving is also prohibited under this policy.

Violating this policy is a violation of law and a violation of Company rules.

Punctuality and Attendance

As an employee of Alvarez and Shaw, Inc. you are expected to be punctual and regular in attendance. Doing so is an essential function of your job. Tardiness or absences can cause problems for your co-workers and your manager. When you are absent, your assigned work must be performed by others.

You are expected to report to work as scheduled, on time, and prepared to start work. You also are expected to remain at work for your entire work schedule, except for meal and rest periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your manager before the time you are scheduled to begin working for that day. You must inform your manager of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your manager as soon as practical of the reason for the tardiness or absence.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. Generally, if you fail to report for work without any notification to your manager and your absence continues for a period of three days, Alvarez and Shaw, Inc. will consider that you have voluntarily abandoned or quit your employment.

Absences protected by local, state, and federal law do not count as a violation of the punctuality and attendance policy. Paid sick time protected under California law does not count as a violation of this policy.

Safety and Health

Employees Who Are Required to Drive Company Drive

Employees whose job duties require them to drive a Company vehicle for Company business will be required to show proof of current valid driving licenses and proof of insurability under the Company's policy or current effective insurance coverage before the first day of employment.

Alvarez and Shaw, Inc. participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who are required to drive company vehicles as part of their job. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Alvarez and Shaw, Inc.

If an employee is required to drive a company-owned vehicle as part of their job, Alvarez and Shaw, Inc. retains the right to transfer to an alternative position, suspend, or terminate an employee whose license is suspended or revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

GPS Monitoring of Employer Vehicles

Alvarez and Shaw, Inc. desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting Alvarez and Shaw, Inc. vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, Alvarez and Shaw, Inc. uses GPS technology to monitor the whereabouts of our vehicles at all times.

Questions concerning vehicle monitoring should be directed to Human Resources. Questions concerning the proper use of any vehicles should be directed to your supervisor.

Any employee who abuses the privilege of driving company vehicles will be subject to corrective action, up to and including termination of employment. If necessary, the Alvarez and Shaw, Inc. will also advise law enforcement officials of any illegal conduct.

Ergonomics

Alvarez and Shaw, Inc. is subject to Cal/OSHA ergonomics standards for minimizing workplace repetitive motion injuries. The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

Alvarez and Shaw, Inc. believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. We intend to provide appropriate resources to create a risk-free environment. If you have any questions about ergonomics, please contact the HR manager.

Health and Safety

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. Report all work-related injuries or illnesses immediately to your manager or Chase Alvarez. In compliance with California law, and to promote the concept of a safe workplace, Alvarez and Shaw, Inc. maintains an Injury and Illness Prevention Program.

In compliance with Proposition 65, Alvarez and Shaw, Inc. will inform employees of any known

exposure to a chemical known to cause cancer or reproductive toxicity.

Heat Illness

The Company is concerned with employee health and safety. Employees who work outside may be exposed to extreme temperatures or adverse working conditions, particularly in the summer months. All supervisors are trained in the recognition and prevention of heat illness. Employees who work outside are encouraged to frequently drink water. Employees who work outside are also allowed and encouraged to take a cool-down rest in the shade of at least five minutes (in addition to the time needed to access the shade) when needed to protect themselves from overheating. These preventive cool-down rests are paid time.

Please refer to the Company's Injury Illness and Prevention Program or talk to your manager for details on how to ensure you are protected from heat illness dangers.

Inclement Weather/Natural Disasters

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

- Inclement weather: Conditions that excuse absence from work include snow, heavy rain, road closure, wildfire. If weather conditions prevent you from safely traveling to work, you must notify your manager by phone, if telephone service is functional, or by any other available means. In the event of a natural disaster, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on reporting to another location, contact your manager immediately, if possible.

Recreational Activities and Programs

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

Security

Alvarez and Shaw, Inc. has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to your manager or Chase Alvarez. Secure your desk or office at the end of the day. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your jobsite, workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. You should immediately notify your manager, when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

The workplace security program is described in detail in the Company's Illness and Injury Prevention Program (IIPP).

Workplace Violence

Alvarez and Shaw, Inc. has adopted the following workplace violence policy to ensure a safe working environment for all employees.

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest,

will be taken seriously, and will lead to discipline up to and including termination.

Possession of weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, you are expected and encouraged to report any incident which may be threatening to you or your co-workers or any event which you reasonably believe is threatening or violent.

You may report an incident to any supervisor or manager.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally.

Termination

Employee References

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

By policy, Alvarez and Shaw, Inc. discloses only the dates of employment and the title of the last position held of former employees.

Involuntary Termination and Progressive Discipline

Violation of Alvarez and Shaw, Inc. policies and rules may warrant disciplinary action. The Company has a system of progressive discipline that may include verbal warnings, written warnings, and suspension. The system is not formal, and Alvarez and Shaw, Inc. may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances, up to, and including, immediate termination of employment. The Company's policy of progressive discipline in no way limits or alters the at-will employment relationship.

Reductions in Force

Under some circumstances, Alvarez and Shaw, Inc. may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Alvarez and Shaw, Inc. will consider, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and, when feasible, the employee's length of service.

Voluntary Resignation

Voluntary resignation results when an employee voluntarily quits their employment at Alvarez and Shaw, Inc. or fails to report to work for three consecutively scheduled workdays without notice to, or approval by, their manager (unless the absence is protected by law). All Company-owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

Confirmation of Receipt

Confirmation of Receipt – Employee Copy

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Alvarez and Shaw, Inc. is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Alvarez and Shaw, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Alvarez and Shaw, Inc.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. Alvarez and Shaw, Inc. reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than Chase Alvarez and Dave Shaw of Alvarez and Shaw, Inc, no manager, supervisor, or representative of the Company has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only Chase Alvarez and Dave Shaw has the authority to make any such agreement and then only in writing, signed by Chase Alvarez and Dave Shaw.

Employee's Signature _____

Employee's Printed Name _____

Date _____

Confirmation of Harassment Discrimination and Retaliation Prevention Policy – Employee Copy

I have received my copy of the Company's Harassment, Discrimination and Retaliation Prevention policy. I understand and agree that it is my responsibility to read and familiarize myself with this policy.

I understand that the Company is committed to providing a work environment that is free from harassment, discrimination, and retaliation. My signature certifies that I understand that I must conform to and abide by the rules and requirements described in this policy.

Employee's Signature _____

Employee's Printed Name _____

Date _____

Confirmation of Receipt – Employer Copy

I have received my copy of the Company's employee handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook.

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Alvarez and Shaw, Inc. is employment at-will; employment may be terminated at the will of either the Company or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Alvarez and Shaw, Inc. and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Alvarez and Shaw, Inc.

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Employee's Signature _____

Employee's Printed Name _____

Date _____

Confirmation of Harassment Discrimination and Retaliation Prevention Policy – Employer Copy

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