



PAUL NEFF

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**Team Member Handbook**

# **PK Partners Inc.**

TEAM MEMBER  
HANDBOOK

2019

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## Section 1

### **Introduction**

PK Partners Inc., LifeLight Financial, Servant's Heart Foundation and PK Partners referred to hereafter as PK Partners Inc. or "PK PARTNERS INC."

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### **The Team Concept**

"As Members of the PK Partners Inc. Team, each of us contributes to the success of our Company. Therefore, all Team Members are treated with respect and consideration, regardless of their position within the Company. The term "Team Member" best identifies everyone at PK Partners Inc. versus the traditional term "employee"."

The above quotation is an excerpt of PK Partners Inc. Founding Concepts and Guiding Values. I believe this statement is consistent with the fact that the people at PK Partners Inc. are the single most important component of the Company. The Company is committed to rewarding its Team Members with a work environment that is professional, fair and safe. To help facilitate this commitment, we have prepared the Team Member Handbook.

This Handbook has been designed to clearly state the policies and mutual expectations associated with the employment relationship between you and the Company. The Handbook is not intended to serve as a substitute for direct communication with me or your Supervisor. It is; however, a tool designed to increase job satisfaction and decrease potential misunderstandings.

Team work and good communication serve as cornerstones of our Company's success. I am very glad to have you on the team, and I look forward to working with you to carry on our tradition of excellence!

-Paul Neff

## **FOUNDING CONCEPTS, GUIDING VALUES AND STANDARDS OF PK PARTNERS INC.**

### **1. The Team Concept**

As Members of the PK Partners Inc. Team, each of us contributes to the success of our Company. The term "Team Member" best identifies everyone at PK Partners Inc. versus the traditional term "employee."

### **2. Quality Team**

Each Team Member has been carefully selected for their exceptional skills, integrity, dedication, and ability to perform to the high standards of PK Partners Inc. The Company's guiding values are complemented by the professional traits and qualities of each Team Member.

### **3. Excellence**

Our commitment to excellence directly reduces the amount of risk we undertake and helps balance our risk-reward ratio at PK Partners Inc.

### **4. Integrity**

PK Partners Inc. will continue to strive to be an organization whose sense of integrity reflects the best in all of us. Every act should be an example of our commitment to this principal.

### **5. Communication**

Good communication is essential to a successful organization; open and honest communication is the only acceptable approach at PK Partners Inc. The Team Concept requires open and honest communication throughout all levels of the firm.

### **6. Professionalism**

We pursue the highest degree of professionalism in every aspect of our business. We recognize the additional expense and effort required to constantly achieve professionalism and consider it well worth the investment.

### **7. Details**

We address every aspect of our business in a detail-oriented manner, which results in a thorough approach to our business.

### **8. Win-Win Philosophy**

It has been the Company's philosophy that all Team Members share in the Company's success based on their individual contribution.

### **9. Personal Growth**

Every Team Member has the opportunity for personal growth at PK Partners Inc. As openings occur, the Company's policy is to promote from within whenever appropriate.

10. **Work Ethic**

Team Members are dedicated to accomplishing each task to the best of their ability. Attention to detail and commitment to excellence require hard work which promotes a sense of personal pride and achievement; and is considered a positive component of PK Partners Inc's work ethic.

11. **The Career Concept**

A career at PK Partners Inc. is not measured only by time invested in our Company. It is, rather, a commitment by individuals to themselves as professionals. Although PK Partners Inc. may not be a lifetime career for all Team Members, everyone is expected to carry out their responsibilities with loyalty and dedication.

12. **Leadership**

Managers and supervisors must be positive role models for the entire Company and recognize their responsibility to demonstrate by their actions the importance of teamwork at PK Partners Inc.

13. **Initiative**

Team Members are to take full initiative and responsibility to see that each project is completed in accordance with PK Partners Inc's standards.

14. **Open-Door Policy**

Team Members are encouraged to contact their Supervisor or any member of Management to discuss issues or concerns.

15. **Enjoying What You Do**

We each have a responsibility to enjoy what we do and take pleasure from the results we produce. The Company strives to create a working environment which facilitates personal satisfaction.

## **PHILOSOPHY AND PRINCIPLES**

### **A united team committed to:**

1. The highest level of excellence, integrity, honesty, and professionalism
2. An efficient work ethic
3. Creating a win-win environment for team members, shareholders, and users
4. Continued success providing personal and corporate prosperity.

## **FOUNDING COMMITMENTS**

### **Our founding commitments are to:**

1. Maintain PK Partners Inc's philosophy and principles.
2. Always be a leader in the industry, recognized for our high standards.
3. Expand and diversify the organization, while maintaining the quality of every element that has created our success.
4. Maintain an organization that has continuity of management style, philosophy and direction.
5. Maintain a work ethic that encourages a sense of pride, achievement and personal growth.

## 1.2 Employee Handbook

This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of PK PARTNERS INC. (the "Company"), of 14 Corporate Plaza #200, Newport Beach, California 92660, and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## 1.3 Changes in Policy

Since our business is constantly changing, the Company expressly 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 as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company. If you are uncertain about any policy or procedure, please check with your manager or Human Resources.

## 1.4 Employment-At-Will

Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the CEO, President, or CFO has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the CEO, President, or CFO of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.



## Section 2

### Employment Policies

#### 2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

**Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and California state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

**Nonexempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and California state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

**Full-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 30 hours per work week.

**Part-Time Employees** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 30 hours per work week.

**Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

**Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is

employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause and with or without notice.

## 2.2 Equal Employment Opportunity & Americans with Disabilities Act

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination 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. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

## 2.3 Confidentiality

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts,

suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See also Internet, Email and Computer Use policy, herein.

#### 2.4 Employment of Minors

The FLSA's child labor provisions, which the Company strictly adheres to, are designed to protect the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. Generally speaking, the FLSA sets the minimum age for employment (14 years for non-agricultural jobs), restricts the hours youth under the age of 16 may work, and prohibits youth under the age of 18 from being employed in hazardous occupations. In addition, the FLSA establishes subminimum wage standards for certain employees who are less than 20 years of age, full-time students, student learners, apprentices, and workers with disabilities. Employers generally must have authorization from the U.S. Department of Labor's Wage and Hour Division (WHD) in order to pay sub-minimum wage rates.

#### 2.5 Employment of Relatives

The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment

of one relative (if feasible) or asking for the resignation of one of the relatives.

## 2.6 Introductory Period

The first 90 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. 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.

## 2.7 Personnel Records and Employee References

The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices during regular business hours and in the presence of an individual appointed by the Company to maintain the records. You also have the right to obtain a copy of your personnel files, but you may be required to pay for any such copies. You may add your comments to any disputed item in the file.

By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company. Compensation information may also be verified if written authorization is provided by the employee.

## 2.8 Privacy

The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

## 2.9 Immigration Law Compliance

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 on the date of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an I-9 form if they have not completed an I-9 form with the Company within the past three years, or if their previous I-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

## 2.10 Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## Section 3

### **Hours of Work and Payroll Practices**

#### 3.1 Pay Periods and Paydays

Employees are paid on a bi-monthly basis. All employees will be paid on the 15th day of each month, and the last day of each month. All employees are paid by check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

#### 3.2 Overtime

Nonexempt employees will be paid in accordance with federal and California state law.

In California, with some exceptions, the standard work week for employees should not exceed 8 hours per day or 40 hours per week. Should the Company find it necessary to employ an employee in excess of these standards, overtime hours shall be compensated at the rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

#### 3.3 Rest and Meal Periods

All rest and meal periods will be in accordance with California state law.

Nonexempt employees will be provided a 10-minute rest break for every four-hour period of work. This time is counted and paid as time worked. Employees scheduled to work more than a five-hour period will be provided a 30-minute unpaid meal period. Non-exempt employees who work six hours may waive their meal break. Non-exempt employees working more than ten hours are entitled to a second meal period, except that if the time worked does not exceed twelve hours, the second meal period may be waived by mutual consent between the employee and his/her manager. Reasonable break time will be provided to breast-feed an infant or to express breast milk. Time is counted as paid if taken concurrent with other break time, otherwise, time is counted as unpaid.

### 3.4 Time Cards

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### 3.5 Payroll Deductions

Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting or Human Resources. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### 3.6 Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

### 3.7 Direct Deposit

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

### 3.8 California Fair Pay Act

No employer shall pay any individual in the employer's employ at wage rates less than the rates paid to employees of the opposite sex in the same establishment for equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions, except where the payment is made pursuant to a seniority system, a merit system, a system which measures earnings by quantity or quality of production, or a differential based on any bona fide factor other than sex. In addition, it is unlawful to pay employees less than employees of another race or ethnicity for "substantially similar work" and prior salary shall not, by itself, justify any disparity in compensation.

## Section 4

### **Standards of Conduct and Employee Performance**

#### 4.1 Anti- Harassment and Discrimination

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

#### Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.



## Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### 4.2 Attendance

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

### 4.3 Discipline and Standards of Conduct

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be

comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of Company records;
- c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- g. Unauthorized or careless use of the Company's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;
- k. Unauthorized use or disclosure of the Company's confidential information;
- l. Violation of any Company policy.

#### 4.4 Dress Code

Professional image is important and is maintained, in part, by the image that you present to customers, visitors and vendors. No one has a second chance at a first impression. You are expected to consistently utilize good judgment in determining your dress and appearance on a daily basis. Men are expected to wear suits and ties. Women are expected to wear skirt suits, pant suits, dresses, or skirts/slacks and blouses/sweaters. For further

details please contact your Supervisor or refer to memoranda issued regarding the Company's policies on specific fashion apparel items.

Casual days will be held each Friday. Under certain circumstances, Management may need to cancel casual dress day with appropriate notice if important visitors are expected in the office. The appropriate dress for casual day is defined as "casual yet professional." Examples for men would include Dockers-style pants or jeans in good condition with collared button-down shirts or golf-style shirts. Examples of appropriate attire for women would include: casual slacks, jeans in good condition, skirts, blouses or sweaters. The following items are inappropriate and not acceptable at PK PARTNERS INC.: tank tops, sweat suit outfits, sweatshirts, shorts, jeans that are faded or torn, or any other similar style weekend wear.

Team Members who are inappropriately dressed may be sent home by their Supervisor and directed to return to work in the proper attire. Such Team Members will not be compensated for the time away from work. Team Members who repeatedly violate established dress or grooming standards will be subject to disciplinary action up to and including termination.

#### 4.5 Safety

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

#### 4.6 Substance and Abuse

The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person

to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

#### 4.7 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company premises are the property of the Company ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

#### 4.8 Internet, Email and Computer Use Policy

The Company uses various forms of electronic communication including, but not limited to: computers, email, telephones, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as "electronic communications"). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from Company premises; (2) accessed using the Company computer or telecommunications equipment, or via

Company-paid access methods; and/or (3) used in a manner which identifies the Company. The following list is not exhaustive and the Company may implement additional rules from time to time.

- a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against Company policy, or not in the best interest of the Company. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on Company computer systems.
- b. Employee's own electronic media may only be used during breaks, or when using for work purposes. All other company policies, including the Company's no tolerance for discrimination, harassment, or retaliation in the workplace apply.
- c. All electronic information created by any employee on Company premises or transmitted to Company property using any means of electronic communication is the property of the Company and remains the property of the Company. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information. The Company will override all personal passwords if necessary for any reason.
- d. The Company reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, voice mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.
- e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management. No employee may install or use

anonymous e-mail transmission programs or encryption of e-mail communications.

- f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
  
- g. Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about PK PARTNERS INC., its products or services, or other types of information that will appear in the electronic media about the Company must be approved before the information is placed on any electronic information resource that is accessible to others.

#### 4.9 Cell Phone Policy

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office. Personal calls or text messages on personal cell phones or personal calls on Company telephones during working hours are to be made or received based on necessary communication that cannot wait until after work hours; and shall be kept to a minimum. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## Section 5

### **Employee Benefits and Services**

#### 5.1 General

Aside from those benefits required by state and federal regulations, PK PARTNERS INC. also offers additional benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. The Company reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Supervisor.

#### 5.2 Workers' Compensation

All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment. PK PARTNERS INC. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician. Workers' Compensation benefits to injured workers also include assistance to help qualified injured employees return to suitable employment.

#### 5.3 Social Security Benefits (FICA)

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

#### 5.4 Unemployment Insurance

The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## 5.5 Additional Benefits

**TRAINING AND EDUCATION** - The company encourages you to improve your on-the-job related knowledge and skill. For that reason, the Company provides an educational reimbursement program for regular, full-time Team Members who successfully complete courses which will improve their on-the-job skills and competence. Course attendance must not conflict with work schedules nor may such courses exceed six credit hours per semester. To be eligible for reimbursement, courses must be approved **IN ADVANCE** by the Supervisor. The cost of tuition and required course material, as evidenced by receipts, will be reimbursed for one-half of all costs, upon successful completion of the course(s). "Successful completion" means passing each approved course with a minimum grade of "C" or its equivalent. You must be actively on the Company payroll at the time of school attendance **AND** upon successful completion of the course to be eligible for reimbursement. Team Members who terminate prior to course completion or who are on unpaid leave of absence are not eligible for educational reimbursement.

**IRA PENSION CONTRIBUTIONS** - As an additional reward for long term Team Members, The Company offers those Team Members with more than one year of continuous service the option to participate in a qualified Simple IRA Plan (with the exception of temporary Team Members, who are not eligible for participation). Simple IRA's allow eligible Team Members to defer a portion of their pay (before tax) into a qualified investment. This money, which is tax deferred, is typically invested in mutual funds or similar investment vehicles and are directed by the Team Member. This allows all eligible Team Members the opportunity to put sums of money aside for retirement purposes. As an additional incentive for eligible Team Members to participate in this plan, The Company will match Team Member's contribution up to a maximum of 3% of the Team Member's annual pay but no more than Six Thousand Dollars (\$6,000) (the maximum contribution allowed by an Employer).

**ANNUAL DISCRETIONARY BONUS PROGRAM** - In addition to any other IRA contributions, PK Partners Inc. offers an annual Bonus Program. This is a program in which eligible regular Team Members (not including temporary Team Members) have the opportunity to receive a special Performance Bonus. Bonuses will be awarded based on a formula of portfolio earnings, individual performance, individual attitude, work ethic and overall company contribution. Eligible Team Members must be employed on the date bonuses are paid in order to receive them. Bonus amounts are entirely at the discretion of Paul Neff and may be withheld from any Team Member whose performance is unsatisfactory.

**SALARY CONTINUATION (Short Term Disability)** - Regular Team Members who require absence from work for more than five (5) consecutive working days, due to an illness or injury, will continue to receive their regular salary or wages beginning from the point where all accrued sick time has been



exhausted. The salary continuation period is a one-time accrual; once a portion has been used it cannot be requested a second time. After any salary continuation benefit has been used, it may be re-earned according to the schedule below with the “length of service” beginning from the date of the use of the benefit. After ten (10) years of continuous service any previously used salary continuation time can be re-earned up to a total of eight (8) weeks at the rate described below (example: more than 10 years but less than 11 years earns one week.)

The Company will continue to pay your regular salary or wages, less any State Disability (SDI) or Workers’ Compensation Benefits, based on your length of service with the Company as listed below. It is your responsibility to file for SDI or Workers’ Compensation Benefits. Part-time Team Members will receive one-half (1/2) of the listed continuation period. This method of payment precludes receiving benefits in excess of those permitted under the State Disability or Workers’ Compensation Laws.

The schedule below reflects Company standards. Salary continuation benefits have no cash value whenever employment terminates for any reason.

| <u>Length of Service</u>             | <u>Salary Continuation Period</u> |
|--------------------------------------|-----------------------------------|
| Less than 1 year                     | 0 weeks                           |
| More than 1 year, less than 2 years  | 1 week                            |
| More than 2 years, less than 3 years | 2 weeks                           |
| More than 3 years, less than 5 years | 3 weeks                           |
| More than 5 years, less than 7 years | 4 weeks                           |
| More than 7 years, less than 8 years | 5 weeks                           |
| More than 8 years, less than 9 years | 6 weeks                           |
| More than 9 years, less than 8 years | 7 weeks                           |
| More than 10 years                   | 8 weeks                           |

## Section 6

### **Employee Leaves of Absence and Time Off**

#### 6.1 General

While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 30 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

Employees on medical disability leave for eight or more consecutive calendar days may be eligible for California State Disability Insurance (SDI) benefits. Employees are responsible for applying these benefits themselves, and can obtain forms from their health care provider. SDI does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a medical leave of absence under our Family/Medical Leave, Pregnancy Disability or Personal Leave policies.

## 6.2 Sick Days

Eligible employees are entitled to five paid sick days per year. Sick days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis. When employees eligible for paid sick days do not take the full amount of sick time they could have taken in a year, that amount automatically carries over to the next year.

## 6.3 Personal Day (Birthday)

Eligible employees are entitled to one paid personal day to be used 30 days prior to their birthday or within one year after the actual event, or time off will be forfeited. Personal days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

## 6.4 Vacation Days

Regular, full-time Team Members earn vacation benefits monthly, from anniversary date of hire to the following anniversary date, based upon length of continuous service with the Company as set forth below. Newly hired Team Members earn vacation benefits only after completion of their 90-day introductory period. Newly hired Team Members may begin using vacation benefits at the completion of three full months of continuous service. No advance paid vacation may be taken at any time.

Based on length of service, the following vacation accrual schedule will apply for regular, full-time Team Members:

| <b>Length of Continuous Service</b>                          | <b>Number of Vacation Days<br/>Accrued Per Year</b> |
|--|---|
| Introductory Period (first 90 days)                          | No accrual  |
| 3 months through 12 months<br>(91 days through 12 months)    | 7.5 days<br>(8.89 hours per month)                  |
| One year through five years<br>(13 months through 60 months) | Ten days<br>(6.66 hours per month)                  |
| Five years through ten years                                 | Fifteen days  |

|  |  |
|--|--|
| (61 months through 84 months)              | (10.0 hours per month)                         |
| Ten years or more:<br>(120 months or more) | Twenty days per year<br>(13.3 hours per month) |

Permanent Team members who work a minimum of 30 hours per week are eligible for vacation accrual. Accrual will be based on a percentage of the regular full-time accrual benefits directly in proportion to the percentage of hours worked by the permanent Team Member (i.e., Team Members averaging 32 hours per week (80% of regular, full time Team Members) will accrue benefits at 80% of the above schedule.)

VACATION ACCRUAL DURING LEAVE OF ABSENCE -Vacation ceases to accrue during unpaid leaves of absence that are more than thirty calendar days.

HOLIDAYS DURING VACATION - If a holiday observed by the Company occurs during your scheduled vacation, you may observe the holiday at some other time as approved by your Supervisor.

VACATION SCHEDULING AND PAY -Vacation time will be approved in accordance with anticipated Company business requirements, respecting your needs and vacation scheduling requests whenever possible. You normally are required to have your vacation time requests submitted to the Supervisor, in writing, not later than 30 days before the requested vacation date in order to allow scheduling of coverage.

Vacation requests will be approved in the order they are submitted. If a conflict arises where two Team Members request the same dates for vacation, the earlier written request will generally prevail.

Payment for vacation time off will be made on your regularly scheduled payday or prior to beginning a vacation, if requested at least one week in advance.

ACCRUED AND UNUSED VACATION - Accrued and unused vacation benefits may be carried over to subsequent benefit years, up to a maximum of 320 hours. In the event that a Team Member's accrued and unused vacation time totals 320 hours, vacation will cease to accrue until vacation time is used. Vacation accrual will thereafter begin until the vacation time has been replaced.

In the event that you are prevented from taking vacation time due to Company business necessity you may, at your option, either be paid for the unused vacation time or take the paid time off at the earliest mutual convenience for you and the Company. The Company reserves the right, if necessary, to designate vacation time to accommodate overall Company

work schedules and/or to ensure Team Members actually use all of their vacation time.

For Team Members with the Company over five years, a minimum of two weeks vacation must be taken annually unless an exception is arranged for in advance with the Company Supervisor.

Any remaining accrued vacation time may be cashed out every January 31, if not used. Payment will be calculated at an amount equivalent to your hourly pay rate. If you choose to be paid for your excess accrued vacation, the Supervisor must be notified by January 20 of each year on the proper form.

## 6.5 Holidays

PK PARTNERS INC. observes the following paid holidays:

New Year's Day

President's Day

Good Friday (1/2 Day)

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day (1/2 Day)

Team Member Birthday (*referred to as "Personal Day" see section 6.3*)

The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

## 6.6 Healthy Workplace Healthy Family Act

### Entitlement:

An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.

Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.

Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that provides no less than 24 hours or three days of paid leave or paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

### Usage:

An employee may use accrued paid sick days beginning on the 90th day of employment.

An employee may request paid sick days in writing or verbally. An employee cannot be required to find a replacement as a condition for using paid sick days.

An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for the diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.

Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days, or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

For additional information you may contact your employer or the local office of the Labor Commissioner. Locate the office by looking at the list of offices on the website <http://www.dir.ca.gov/dlse/DistrictOffices.htm> using

the alphabetical listing of cities, locations, and communities. Staff is available in person and by telephone.

## 6.7 Paid Family Leave Benefits

Employees who suffer a wage loss in order to care for an ill family member or for the birth or adoption of a new child may qualify for "Paid Family Leave" benefits from the State of California. The state's Paid Family Leave (PFL) program provides partial wage replacement benefits during an absence for these purposes. The PFL program does not provide additional leave, job protection or reinstatement rights beyond those provided by our policies or by applicable state or federal law. You must apply separately for a leave of absence under our Employee Leaves of Absence and Time Off policies. All California employees contribute to a pool of funds which has been set aside to pay for Paid Family Leave Benefits. The funds are collected every payroll period by an increase in the State Disability Insurance (SDI) rate. The program is administered by the State, not by the Company.

Effective January 1, 2018, state Paid Family Leave (PFL) and State Disability Insurance (SDI) wage-replacement benefits will increase to 60 or 70 percent of a participant's wages (from the current level of 55 percent), depending on income level and up to the statutory cap. In addition, the current seven-day waiting period for PFL benefits will be eliminated as of January 1, 2018. PFL benefits, which are wholly funded by employee contributions, provide up to six weeks of wage-replacement benefits for bonding with a new child or to care for an ill family member.

## 6.8 Notice of Domestic Violence Leave and Accommodation Rights

### Your Right to Take Time Off:

You have the right to take time off from work to get help to protect you and your children's health, safety or welfare. You can take time off to get a restraining order or other court order.

If your company has 25 or more workers, you can take time off from work to get medical attention or services from a domestic violence shelter, program or rape crisis center, psychological counseling, or receive safety planning related to domestic violence, sexual assault, or stalking.

You may use available vacation, personal leave, accrued paid sick leave or compensatory time off for your leave unless you are covered by a union agreement that says something different. Even if you don't have paid leave, you still have the right to time off.

In general, you don't have to give your employer proof to use leave for these reasons.

If you can, you should tell your employer before you take time off. Even if you cannot tell your employer before, your employer cannot discipline you if you give proof explaining the reason for your absence within a reasonable time. Proof can be a police report, court order or doctor's or counselor's note or similar document.

#### Your Right to Reasonable Accommodation:

You have the right to ask your employer for help or changes in your workplace to make sure you are safe at work. Your employer must work with you to see what changes can be made. Changes in the workplace may include putting in locks, changing your shift or phone number, transferring or reassigning you, or help with keeping a record of what happened to you. Your employer can ask you for a signed statement certifying that your request is for a proper purpose, and may also request proof showing your need for accommodation. Your employer cannot tell your coworkers or anyone else about your request.

#### Your Right to Be Free from Retaliation and Discrimination:

Your employer cannot treat you differently or fire you because:

- You asked for leave time to get help.
- You asked your employer for help or changes in the workplace to make sure you are safe at work.

You can file a complaint with the Labor Commissioner's Office against your employer if he/she retaliates or discriminates against you.

### 6.9 Family and Medical Leave

Because of the Company's small size, we are not required to comply with the federal Family and Medical Leave Act ("FMLA"). However, we recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your Supervisor. We will seriously consider every request on a case-by-case basis.

### 6.10 Workers' Compensation Leave

Any employee who is unable to work due to a work-related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated



concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for employees eligible for FMLA leave.

#### 6.11 Bereavement Leave

In the event of a death in the immediate family, employees may have up to three working days, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral. Paid bereavement leave of five days will be granted for a Team Member who must travel out of state to attend a funeral. "Immediate family" is defined as: father, mother, brother, sister, spouse, domestic partner, child, mother-in-law, father-in-law, grandparents and grandchildren.

#### 6.12 Jury Duty

U.S. citizens have a civic obligation to provide jury duty service when called. Employees are entitled up to 0 working days, with pay, at their regular straight time or base salary for jury duty.

By state law, employees can use vacation, personal leave, or comp time to cover time they are out for jury duty.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

#### 6.13 Voting Time

Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

**At-Will Employment Agreement and  
Acknowledgement of Receipt of Employee Handbook**

Employee: \_\_\_\_\_

I acknowledge that I have been provided with a copy of the PK PARTNERS INC. (the "Company") Employee Handbook, which contains important information on the Company's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Paul Neff*