EMPLOYEE HANDBOOK

Issue Date: June 1, 2010
Revised: August 1, 2014

This Handbook issued to

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In the future, please insert revision pages and discard the old pages.

3010 Lava Ridge Court, Suite 200
Roseville, CA 95661
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WELCOME TO ASUREA

June 1, 2010

Dear Employee:

Whether you have just joined our staff or have been at ASUREA for a while, we are confident that you will find our company a dynamic and rewarding place to work and we look forward to having you on our team. We consider the employees of ASUREA to be one of our most valuable resources. The following pages contain information regarding many of the policies and procedures of ASUREA.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. You will be informed of any changes as they occur.

ASUREA values the many talents and abilities of its employees and seeks to foster an open, cooperative and dynamic environment where employees and the company alike can thrive. If you would like further information or have questions about any of the policies and procedures outlined in this handbook, please feel free to bring them to my attention.

It is my sincere hope that you, as an employee of ASUREA, continuously feel challenged in your position, and are able to make a good living with us.

Regards,

Brian Pope
Chief Executive Officer
Chapter 1-INTRODUCTORY POLICIES

Introduction & Future Revisions

As an employee of ASUREA, we hope you will find your employment to be both rewarding and challenging. Because the quality of our employees is the key to our success, we carefully select our new employees. In turn, we expect employees to contribute measurably to the success of the company.

This Handbook is designed to acquaint you with our policies and benefits. It is NOT a contract and should not be read to create contractual obligations. Additionally, 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.

In the future we may, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. However, any such changes will be approved by the CEO of the company. Any written changes to this employee handbook will be distributed to all employees so that you will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Please note that employment laws may differ from state to state. At various times in this handbook these differences may be noted. Employees located outside of California should contact their supervisor or the human resources department for information specific to their state.

Our Working Relationship

Employment with ASUREA is employment at-will. This means that employment may be terminated with or without cause and with or without advance notice at any time by you or us. Nothing in this employee handbook or in any document or statement shall limit the right to terminate employment at-will. No manager or employee 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 other than at-will. Only the CEO of the company has the authority to make any such agreement, and then only in writing.

What ASUREA Expects From You

ASUREA needs your help in making each working day enjoyable and rewarding. Your first responsibility is to know your own duties and how to do them promptly, correctly and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and to maintain a good team attitude. How you interact with fellow employees and our clients, and how you accept direction can affect the success of your department. In turn, the performance of one department can impact the entire service offered by ASUREA. Consequently, whatever your position, you have an important assignment: perform every task to the very best of your ability.
You are encouraged to grasp opportunities for personal development offered to you. This employee handbook offers insight on how you can perform positively and to the best of your ability so you can meet and exceed ASUREA’s expectations.

We are dedicated to making ASUREA a company where you can approach your manager, or any member of management, to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of ASUREA.

Remember, you help create the pleasant and safe working conditions that ASUREA intends for you. The result will be better performance for the company overall, and personal satisfaction for you and your co-workers.

What You Can Expect From ASUREA

ASUREA’s established employee relations policy is to:

1. Provide an exciting, challenging, and rewarding workplace and experience.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, gender, genetic information, genetic characteristics, gender identity, gender expression, color, race, national origin, religious creed, marital status, military status, sexual orientation, political belief, disability, or any other protected basis.
3. Develop competent people who understand and meet our objectives, and who accept the ideas, suggestions and constructive feedback from fellow employees.
4. Assure employees an opportunity to discuss any problems with management of ASUREA.
5. Make prompt and fair adjustment of any complaints, which may arise in the everyday conduct of our business, to the extent that it is practical.
6. Respect individual rights, and treat all employees with courtesy and consideration.
7. Promote employees on the basis of their ability and merit.
8. Keep all employees informed of the progress of ASUREA as well as the company’s overall aims and objectives.
9. Do all these things in a spirit of friendliness and cooperation so that ASUREA will continue to be known as “a great place to work.”

Open Communication Policy

ASUREA encourages you to discuss any issue you may have with a co-worker directly with that person. If a resolution is not reached, please arrange a meeting with your manager to discuss any concern, problem, or issue that arises during the course of your employment. Any information discussed in an open communication meeting is considered confidential. We will not retaliate against you for appropriate usage of open communication channels. It is counterproductive to a harmonious workplace for you to create or repeat corporate rumors or office gossip. It is more constructive to consult your manager immediately with any questions.
Equal Employment Opportunity

ASUREA strives to comply with all applicable laws prohibiting discrimination, and we consider ourselves to be an equal opportunity employer. We make employment decisions on the basis of merit and business need. We want to have the best available person in every job. Company policy prohibits unlawful discrimination based on race, color, religious creed, gender, genetic information, genetic characteristics, gender identity, gender expression, religion, marital status, military status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful.

In recruiting and selecting employees, the company furthers the principles of equal employment by seeking talented and competent persons who are suited for a specific position by reason of training, experience, character, personality, intelligence and general ability. The company does not consider an individual's race, color, sex, age, religion, national origin, sexual preference, handicap, disability status, veteran status, military status, gender, genetic information, genetic characteristics, gender identity, gender expression, or any other protected status in recruiting and selecting employees.

Promotions are based on an employee’s past performance and qualifications to assume additional responsibilities determined without regard to, or consideration of, the individual’s status. The company takes all personnel actions without regard to an individual's protected status. When necessary under the California Fair Employment and Housing Act and the Americans with Disabilities Act, the company will reasonably accommodate an employee or applicant with a disability if the employee or applicant is otherwise qualified to safely perform all of the essential functions of the position.

We are committed to complying with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operations of the company, and prohibits unlawful discrimination by any employee of the company.

We will make reasonable accommodations when requested to comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability. These accommodations will be made for the known physical or mental disability of an applicant or an employee unless undue hardship would result in a direct threat to the health and safety or other job related considerations exist. ASUREA will engage in a timely, good-faith, interactive process to determine a reasonable accommodation, if any, in response to a request for reasonable accommodation by an employee or applicant with a known physical or mental disability or known medical condition.

The Americans with Disabilities Act and California Fair Employment and Housing Act

The Americans with Disabilities Act (ADA) is a comprehensive federal civil rights law specifically for individuals with physical and mental disabilities. It gives civil rights protection to individuals with these disabilities like those provided by other civil rights laws to individuals on the basis of race, color, sex, national origin, religion, gender, genetic information, genetic characteristics, gender identity, gender expression, military status, and age. California has enacted the Fair Employment and Housing Act (FEHA) that also provides protection for individuals with disabilities.
The ADA and FEHA broadly define a person with a disability as an individual who:

1. Has a physical or mental impairment that limits one (1) or more of his or her major life activities (e.g., walking, speaking, seeing, hearing, etc.);
2. Has a record of such impairment;
3. Is regarded as having such an impairment.

The ADA and FEHA assure that employers like the company will offer equal employment opportunities for qualified individuals who may have a physical or mental disability, but can still perform the essential functions of the job.

The company will provide reasonable accommodations to those employees protected by the ADA and FEHA. Employees who qualify as disabled should discuss the need for a possible accommodation with their supervisor, if this is necessary to maintain acceptable performance. The company does not discriminate against individuals with physical or mental disabilities with regard to any employment practice, term, condition, or privilege of employment. If you have any questions, you should contact your supervisor.

**Unlawful Harassment**

We intend to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated. This includes both sexual harassment as well as harassment based on an employee’s status in a protected class. These classes include, but are not necessarily limited to race, color, religion, age, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, military status, or any other protected status defined by law. This policy also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of, or by vendors, independent contractors, clients, or others with whom employees may come into contact with during their work for ASUREA.

Our workplace is not limited to our company facilities, but may also include client and vendor facilities, as well as anywhere a business-related function, or social function sponsored by the company, is taking place.

**What Is Workplace Harassment?**

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, social media communication, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy covers all individuals in the workplace, such as fellow employees, managers, outside clients, vendors, independent contractors, or other non-employees who conduct business with our company.
What Is Sexual Harassment?

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implied or stated and when an employment decision is based on an individual's acceptance or rejection of such conduct.

It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men. Harassment may exist on a continuum of behavior. For instance, one example of harassment may be that of an employee showing offensive pictures to another employee. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to, or customarily accepted for, the accomplishment of routine work in and around the workplace.

Generally, two categories of harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement or continuance in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit. The law prohibits any form of protected basis harassment that impairs an employee’s working ability or emotional well-being at work.

We prohibit any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. We will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

Responsibility

All ASUREA employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.
Reporting

All reported incidents of prohibited harassment will be investigated in an effective, thorough and objective manner. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to both the complainant and to the accused harasser(s). If you believe you have been harassed by any company employee, client, or other business contact, confront the harasser and ask him/her to stop. While we encourage you to communicate directly with the alleged harasser, and make it clear that the harasser's behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify the Director of Human Resources immediately even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to the Director of Human Resources. If the Director of Human Resources is not available, please contact the CEO. At any time if you feel that you are in immediate harm and do not have time to contact either the Director of Human Resources or the CEO, seek assistance from any management representative.

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed any employee will be subject to severe disciplinary action up to and including termination. ASUREA, Inc. will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

In addition, the company will take appropriate action to remedy any loss to the complaining employee resulting from the harassment. The individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences.

All employees must report any incidents immediately so that complaints can be quickly and fairly resolved. The California Department of Fair Employment and Housing (“DFEH”) investigates and may prosecute complaints of harassment. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for resisting or complaining, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The company also has a brochure on sexual harassment which is available to all employees for additional information.
Chapter 2-EMPLOYMENT POLICIES AND PRACTICES

Classification of Employees

All employees of ASUREA whether exempt, non-exempt, full-time or part-time, are employed at-will.

Exempt positions are those that are defined as executive, administrative, professional and outside sales according to the Fair Labor Standards Act and any applicable state laws. If you are an exempt employee, you will be advised that you are in this classification at the time you are hired, transferred, or promoted. Exempt employees are paid a pre-determined salary commensurate with their position and do not receive overtime compensation.

Employees working in non-exempt positions are compensated for the actual amount of time spent on their job and are entitled to receive extra pay for overtime work (as described in the overtime section of this employee handbook).

Full-time employees work on a regular basis for at least 30 hours per week. Full-time employees may or may not be EXEMPT. They are eligible for all benefits available through work at ASUREA, so long as they meet the applicable requirements, such as length of service.

Part-time employees work on a regular basis for fewer than 30 hours per week. Part-time employees working 30 hours per week may participate in company group health insurance programs. Part-time employees working less than 30 hours per week are not eligible for benefits covered in this employee handbook, other than those required by law or as stipulated in writing signed by the CEO of the company.

Sales Agents are employees who are paid salary plus commission to perform certain specified services. These sales agents are not eligible for any PTO or paid holidays as noted in this handbook and may have different schedules and requirements as negotiated with the CEO of the company. However, they are eligible for health benefits as noted for regular full time employees.

Job Posting

The company encourages you to apply for open positions for which you may be qualified. Promotions or transfers will be based on ability, qualifications, and the potential of the candidates who apply for any given position.

Available positions may be posted on internal and/or external job boards. The job posting will include the position title, department and a brief description of qualifications.

You should discuss your interest in a job opening first with your manager and subsequently with the HR Manager. In no event will a promotion or transfer be considered without the manager’s knowledge. You are also encouraged to refer qualified candidates for open positions.
Re-Hired/Converted Employees

If you are eligible for rehire at the time of your separation from ASUREA, you will be considered for rehire at any time there is a position available for which you are qualified. Former employees will be considered along with all other applicants, and have no greater chance of being selected for employment than all other applicants.

If you are rehired by ASUREA or convert from part-time to full-time status, your length of service with ASUREA for all purposes will be calculated beginning with the rehiring date or the date of conversion to full-time status.

Employees who are terminated due to misconduct or violation of company policy will be considered ineligible for rehire.

Job Duties

Your manager will explain your job responsibilities and the performance standards expected of you. Please be aware 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 the company. Your cooperation and assistance in performing such additional work is expected.

We also may, at any time, with or without notice, alter or change your job responsibilities, reassign or transfer your position, or assign you additional job responsibilities depending on our changing business needs.

Work Schedules

ASUREA's workday is midnight to midnight and its workweek is Sunday through Saturday. The standard work hours for all regular full-time employees who are non-exempt are 40 hours per week, eight hours per day, not including the meal period. Exempt employees are also expected to work during the company's regular business hours, and may need to work such additional time as may be required by the job. You will work with your manager to determine what your start/stop times are.

Personnel Records

A personnel file will be maintained by Human Resources on each employee of the company. General personnel records will be kept in your file such as: job application, performance evaluations, training records, and payroll changes. You may review your personnel file during regular business hours upon making a request to Human Resources. No one other than you, your manager, Human Resources, the CFO, or the CEO may seek information from your file without your written permission. Under no circumstances should your file be removed from the office. Additionally, no copies of documents in your employee file may be made, with the exception of documents that you have previously signed.
The company will keep your personnel records private. However, there are certain times when information may be given to a person outside the company. These are:

1. In response to a subpoena, court order, or order of an administrative agency;
2. To a governmental agency as part of an investigation by that agency of the company’s compliance with applicable law;
3. In a lawsuit, administrative proceeding, grievance, or arbitration in which you and the company are parties;
4. In a workers’ compensation proceeding;
5. To administer employee health benefit plans;
6. To a health care provider, when necessary;
7. To a first aid or safety personnel, when necessary; and
8. To a prospective employer or other person requesting a verification of your employment.

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits and other matters. Coverage or benefits that you and your family may receive under ASUREA's benefits package could be negatively affected if the information in your personnel file is incorrect. Please promptly notify Human Resources of any changes in your personal data.

**Inspection of Payroll Records**

Employees and former employees have the right to inspect and obtain copies of their own payroll records. All requests must be submitted in writing to the CFO who will make certain that they are properly processed. Requests will be honored within 21 days from the date they are received. Individuals who make a request may be asked to provide identification so that they are not provided access to information on other employees. Individuals who request a copy of their records may be required to pay for the cost of making the copies.

**Layoffs and Work Reductions**

Once it is determined what the scope of the reduction will be (i.e., company-wide, department, job classification, position), employees will be selected for layoff based on a combination of factors, including, but not necessarily limited to: past performance and productivity, qualifications, attendance, attitude, ability and willingness to work the required days and hours, and the ability to work cooperatively with others in the affected work unit.

The weight given to the above factors may vary depending upon the particular needs of the affected work unit and the company as a whole at the time of the layoff.

Seniority shall be considered only when, in our opinion, all other factors are equal between two or more employees in the affected work unit. Seniority will be computed on the basis of an employee’s total continuous service with the company. For this purpose, continuous service before and after any break in service of less than 30 days or an approved leave of absence, will be counted.
Employment Termination

ASUREA strives to ensure a smooth transition for employees leaving the company.

ASUREA and its employees have an employment relationship that is known as “employment at will.” This means that employees are not required to work for the company for any set period of time nor is the company required to employ individuals for any specific length of time. The statements made in this policy do not alter, modify or limit the employment at will relationship. An “at-will” employee is subject to termination of employment at any time the company concludes it appropriate to do so.

Involuntary separation from service means that the termination action is being initiated by ASUREA, rather than by the employee. In general, employees who are discharged by ASUREA are not eligible for rehire. However, employees who are terminated due to layoff or restructuring may be eligible for rehire or recall at the company’s discretion.

The company will consider you to have voluntarily terminated your employment if you do any of the following:

1. Resign from ASUREA;
2. Fail to return from an approved leave of absence on the date specified by ASUREA, or;
3. Fail to report to work or call in for three (3) consecutive work days in accordance with our policies.

In the event that you resign voluntarily, you will be asked to provide us with the professional courtesy of two weeks notice of resignation to allow for a smooth transition and training of any replacement personnel. The notice you give will be noted on the employment record and will be considered in any discussion regarding rehire or reference information. Once notice has been given, accrued and unused PTO normally may not be taken.

All company property such as office equipment, credit cards, keys, manuals, computer equipment, cell phones, tools, identification badges must be returned on or prior to the last day of employment. You should return these items to your manager or Human Resources.

Final wages for time worked, plus any pay for unused but accrued PTO, will normally be paid on your last day of employment.

Severance Pay

ASUREA does not maintain a formal severance pay policy nor provide severance pay to employees who leave the company for any reason. Severance pay should therefore not be expected. However, the company reserves the right to make exceptions to this policy at any time.
Exit Interviews

Should you resign voluntarily, Human Resources or your manager may conduct an exit interview whenever feasible. This interview allows you to communicate your views on your work with ASUREA and the job requirements, operations and training needs and future reference information to potential employers.

Employment Verification and References

ASUREA’s policy as to references for employees who have left the company is to disclose only the dates of employment and the title of the last position held. ASUREA will provide a prospective employer with your last earned wage or salary only at your written request. You may provide a signed form authorizing the company to release specific reference information to potential employers.

It is our policy that only Human Resources is authorized to respond to requests for employee references and verification of employment from financial institutions, etc. No other manager or employee is authorized to provide references for current or former employees.

As an employee of ASUREA, do not under any circumstances respond to any requests for information regarding another employee unless it is part of your assigned job responsibilities. If it is not, please forward the information request to your manager or Human Resources.
Chapter 3-TIMEKEEPING AND ATTENDANCE

Punctuality and Attendance

You are expected to have regular attendance during all scheduled work hours, report to work on a timely basis, and work through the end of your regularly scheduled workday. Any unexcused tardiness or absence causes problems for your fellow employees, clients, and your manager. Lateness is disruptive, costly and not fair to the organization or other employees. Chronic lateness will not be tolerated and will result in discipline, up to and including termination. Regular attendance and punctuality is considered an “essential function” of your job.

If you are unable to report for work on any particular day, you must personally call your manager by 9:00 a.m. on the day that you are scheduled to work. If you are not able to reach your manager, you are expected to advise Human Resources of your absence or tardiness and leave a telephone number where you can be reached. Do not have a relative or friend call in to report your absence, unless you are unable to call yourself due to a medical or other emergency. If you call after 9:00 a.m. you will be considered tardy for that day. In all cases of absence or tardiness, you are expected to provide your manager with an honest reason or explanation. You also must inform your manager of the expected duration of any absence. Absent extenuating circumstances, you must call in on each and every day you are scheduled to work and will not report to work.

Repeated absenteeism or tardiness (whether excused or not) will not be tolerated. Continuing patterns of absences, early departures, or tardiness—regardless of the exact number of days—may warrant disciplinary action, up to and including termination of employment. Emergency or extraordinary circumstances concerning an absence or tardiness will be considered and we reserve the right to make an exception to this policy if, at our discretion, an exception is warranted. Repeated car failures, missing the bus, consistently failing to arrange back up childcare or oversleeping do not constitute emergency or extraordinary circumstances. ASUREA reserves the right to determine what is considered excessive absenteeism.

If you fail to report for work for three (3) consecutive days without any notification to your manager, we will consider that you have abandoned your employment, and have resigned your position.

Timekeeping Requirements for Non-Exempt Staff

Federal and state law requires ASUREA to keep an accurate record of time worked. ASUREA uses a time and attendance software system to record this time worked. Employee time records are official ASUREA property and must be accurately maintained. You must register your own time at the start and at the end of each workday, and at the start and end of each lunch period. Registering another employee’s time or intentionally falsifying your own time is a serious violation of this policy and may result in immediate termination of employment. If a time record needs to be corrected, both you and your manager must notate the change on the time record to verify its accuracy.
Meal and Rest Periods for Non-Exempt Staff

California law requires that each non-exempt employee be given at least a 30-minute lunch break each day, and that this break begins within the first five hours of your workday. Accordingly, taking a duty-free lunch period of at least 30 minutes is mandatory. If you work more than 10 hours, you are entitled to a second, unpaid meal period of at least 30 minutes. Depending on the circumstances, you may be able to waive your second meal period if you took the first one.

You will be provided one (1) hour for lunch each day, to be taken approximately in the middle of the workday. However, under special circumstances you may be granted permission by your supervisor to extend or reduce your lunch break to not less than 30 minutes. Shorter lunch breaks are not available merely for the purposes of providing you with a shorter workday.

You are allowed one 15-minute rest period for every four hours of work or major portion thereof. While there is no set schedule for breaks, you are able to take restroom breaks and get refreshments as desired.

If, at any time, you are unable to take a lunch break and/or rest period because of workload, please immediately inform your manager so that appropriate arrangements can be made.

You are expected to observe your assigned working hours and the time allowed for meal and rest periods.

Overtime Provisions for Non-Exempt Staff

As necessary, you may be asked to work overtime. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted. We will attempt to distribute overtime evenly and accommodate individual schedules. A manager must previously authorize all overtime work. We provide compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. California employees earn overtime as follows:

1. All hours worked in excess of eight (8) hours in one workday or forty (40) hours in one workweek, or for the first eight (8) hours on the seventh consecutive day of work in one workweek, will be treated as overtime.

2. Your overtime rate is one and one-half (1 ½) times your regular rate of pay for hours worked in excess of forty (40) for the workweek, or in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh consecutive day of work in one (1) workweek.

3. Your overtime rate is two times your regular rate of pay for hours worked in excess of twelve (12) in one (1) workday and/or in excess of eight (8) on the seventh consecutive workday in the same workweek.

Exempt employees may have to work hours beyond their normal schedules, as work demands require. It does not include an unpaid meal period, make-up time, or hours away from work due to vacation, sickness, holiday, jury duty, or other absences from work. No overtime compensation will be paid to exempt employees.
**Lactation Accommodation**

Women who wish to express breast milk while at work may make arrangements with their manager to do so in a private area. Where such arrangements are made during an employee's normal rest period, the time will be paid. If special arrangements are made to provide a non-exempt employee extra time beyond or in addition to her normal rest period, the time will be unpaid.

**Payment of Wages**

Paychecks are distributed on a semi-monthly pay cycle. Paydays are normally on the 15th of the month for services performed from the 25th to the 8th of the month, and on the last day of the month for services performed from the 9th to the 24th day of the month. The semi-monthly pay schedule is made up of twenty-four (24) pay periods per year.

If a regular payday falls on a weekend or holiday, you will be paid on the first day of work before the regularly scheduled payday. If there is an error on your check, please report it immediately to Payroll. Contact your supervisor for more information.

For your convenience, we offer you a direct deposit option.

**Payroll Deductions, Wage Attachments and Garnishments**

ASUREA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes, state disability insurance contributions, and paid family leave contributions. By law, ASUREA is also required to honor legal attachments and garnishments of an employee's wages or salaries. If your wages are attached, we will withhold the specified amount to satisfy the terms of the attachment.

**Payment for Hours Worked During Business Travel for Non-Exempt Staff**

Whenever possible, non-exempt employees traveling on company business are expected to do so during normal working hours. In the very rare instance where your travel time constitutes overtime, you will be paid overtime as required by law. Non-exempt employees will be paid for all hours worked, including out of town travel time, at regular and overtime pay rates according to the law. If you are non-exempt and traveling on business, you will not be paid for time between work assignments; e.g., if you stay the night in a hotel, pay begins when you begin to work, or are in transit. Travel pay is to be scheduled in advance, in writing by your manager, with the knowledge of the CEO.

Non-exempt travel may be approved on an as-needed basis, but only with prior authorization from your manager.
Pay for Mandatory Meetings for Non-Exempt Staff

The company will compensate you at your regular rate of pay if your attendance at meetings, lectures, trade shows, and training programs is mandatory (i.e. required by the company). If you are required to travel, then travel pay will be initiated. You will not receive compensation time spent in voluntary attendance in courses that are conducted outside of normal business hours and/or that are not directly related to your current job.
Chapter 4-STANDARDS OF CONDUCT

Professional Business Conduct and Ethics

By accepting employment with us, you have a responsibility to ASUREA and to your fellow employees to adhere to certain codes of behavior and conduct. The purpose of these rules is not to restrict your rights, but rather to be certain that you understand what conduct is expected and necessary. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then our company will be a better place for everyone to work.

Generally speaking, we expect you to act in a mature and responsible way at all times. Again, we value honesty in communication and personal responsibility. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well as to the benefit of ASUREA. If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please ask for an explanation.

Occurrences of any of the following violations, because of their seriousness, may result in disciplinary action up to and including immediate suspension or termination:

Unacceptable Activities:

1. Generally, conduct which is disloyal, disruptive, competitive or damaging to the company.
2. Falsification of timekeeping records.
3. Dishonesty; falsification or misrepresentation on your application for employment or other work records; lying about sick or personal leave; falsifying reason for a leave of absence or other data requested by ASUREA; alteration of company records or other company documents.
4. Working under the influence of alcohol or illegal drugs.
5. Theft or inappropriate removal or possession of company property or the property of fellow employees; unauthorized use of company equipment and/or property for personal reasons.
6. Possession, distribution, solicitation, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating company-owned vehicles or equipment.
7. Fighting, threatening, or coercing fellow employees on company property or during working hours, for any purpose.
8. Boisterous or disruptive activity in the workplace.
9. Negligence or any careless action leading to damage of company-owned or client-owned property or which endangers the life or safety of another person.
10. Obscene or abusive language toward any manager, employee or client; indifference or rudeness towards a client or fellow employee; any disorderly/antagonistic conduct on company premises.
11. Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by your manager pertaining to your work; refusal to help out on a special assignment.
12. Violation of security or safety rules or failure to observe safety rules and/or practices; failure to wear required safety equipment; tampering with ASUREA's equipment or safety equipment.

13. Creating or contributing to unsanitary conditions.

14. Smoking in prohibited areas.

15. Any act of harassment, sexual, racial or other; telling sexist or racist jokes; making racial or ethnic slurs.

16. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace.

17. Excessive absenteeism or any absence without notice; failure to report an absence or late arrival.

18. Unauthorized absence from work station during the workday; sleeping or loitering during working hours.

19. Unauthorized use of telephones, mail system, or other company-owned equipment.

20. Originating, spreading, and taking part in malicious gossip or rumors about employees of the company.

21. Unauthorized disclosure of business "secrets" or confidential information; giving confidential or proprietary information to competitors or other organizations or to unauthorized ASUREA employees; breach of confidentiality of personnel or company information.

22. Violation of company rules or policies; any action that is detrimental to ASUREA's efforts to operate profitably.

23. Unsatisfactory or careless work; failure to meet production or quality standards as explained to you by your manager.

24. Soliciting during working hours and/or in working areas; selling merchandise or collecting funds of any kind for charities or others without authorization during business hours, or at a time or place that interferes with the work of another employee on company premises.

25. Conducting a lottery or gambling on company property.

26. Speeding or careless driving while driving on company business.

27. Failure to immediately report any damage or accident involving company equipment and vehicles.


29. Failure or refusal to comply with instructions of managers, or insubordination.

30. Using, removing, or borrowing company equipment or property without prior authorization.

31. The use of abusive or threatening language or actions toward anyone.

This list is not exhaustive. Rather, we ask that you keep in mind at all times the need to conduct yourself with reasonable and proper regard for the welfare and rights of all our employees and for the best interests of the company. This statement of prohibited conduct does not alter ASUREA’s policy of at-will employment. Either you or the company remains free to terminate the employment relationship at any time, with or without reason or advance notice.
Performance Evaluations

You and your manager are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Ongoing discussions with your manager about your job duties, performance, and the work environment likely will increase your satisfaction with your work experience and the company's satisfaction with you.

We want to provide you with the tools to stay on track and to reach your full potential. To provide you with the necessary feedback about your performance, you may receive periodic performance evaluations. Performance evaluations may be conducted annually, on or about the anniversary date of your employment with us. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems.

After the review, you will be asked to sign the evaluation report simply to acknowledge that it has been presented to you and discussed with you by your manager, and that you are aware of its contents.

Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the company, and depend upon many factors in addition to performance. Wage and salary increases are based on merit alone, not length-of-service or the cost-of-living. Having your compensation reviewed does not necessarily mean that you will be given an increase.

Problem Resolution

At some time, you may have a complaint or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints and questions are of concern to us. We ask that you take your concerns first to your manager, following these steps:

1. Within a week of the occurrence or question, bring the situation to the attention of your immediate manager who will then investigate and provide a solution or explanation.
2. If the problem is not resolved, or your question is not answered, you may present it in writing to Human Resources who will attempt to reach a final resolution.
3. If the problem remains unresolved, you may present it in writing to the CEO, who will work towards a resolution.

This procedure, which we believe is important for both you and us, cannot result in every problem being resolved to your satisfaction. However, we value your input and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

External Dispute Resolution

Occasionally, disputes may require resolution through a more formal proceeding. Traditionally, this proceeding has been conducted through our court system. However, our court system too often has proven to be an exceedingly costly and time consuming process, thus failing to provide the parties involved with an acceptable resolution of the dispute.
To achieve more effective, efficient, confidential and fair resolutions to disputes that cannot be handled internally, we desire to resolve all employment-related disputes by using a dispute resolution process that includes discussions with management of the problem, followed by mediation if discussions do not resolve the dispute, and finally, if mediation is unsuccessful, binding arbitration. Examples of the types of disputes that are to be submitted to mediation and arbitration include, but are not limited to: discrimination or harassment on the basis of marital status, religion, race, color, creed, sex, age, national origin or ancestry, physical or mental disability, sexual orientation, gender, genetic information, genetic characteristics, gender identity, gender expression, Vietnam era or disabled veteran status, military status; claims of breach of promise (oral, written or implied); violation of public policy; retaliation; false arrest; defamation; and any other claim of illegality or breach of any legal right asserted in connection with employee’s relationship with the company. Mediation and/or arbitration would not be applicable to workers’ compensation claims, claims involving unemployment insurance benefits, any claim for benefits under a plan document which provides for its own arbitration procedure, or any other claims disallowed by law.

**Step 1: Mediation**

Mediation is a process in which the parties are assisted by a neutral mediator who helps them to negotiate a settlement to their dispute. Mediation is a non-binding procedure because the mediator has no power to bind the parties to any particular resolution of their dispute without their consent. However, once an agreement has been reached and documented, that agreement is legally binding on the parties and can be enforced pursuant to California Evidence Code Section 1119. The parties shall, within thirty (30) days of either party requesting mediation, agree upon a mediator. The parties shall engage in a good faith effort to mediate for at least four hours prior to arbitration, unless the parties agree that the mediation is not productive after at least two hours of mediation. Participation in mediation would be a prerequisite to invoking arbitration.

Once mediation is requested in writing by a party, anything said or written during the mediation (except for an oral or written agreement by the parties resolving the dispute) would remain confidential and privileged, unless the parties authorize disclosure or the disclosure is authorized by law. Although not required, the parties may be represented during the mediation by an attorney at their own expense. The mediator’s fee would be paid for by ASUREA. Mediation has proven to be a very effective procedure for resolving disputes that cannot be resolved through direct communication with management.

**Step 2: Arbitration**

Arbitration provides a cost-effective, streamlined method, of obtaining final and binding resolution of a dispute that cannot be resolved by discussions with management or mediation. Arbitration would be initiated by a written demand from one party to the other after mediation had been unsuccessful. The parties would cooperate with one another in selecting an arbitrator from a panel of experienced, neutral arbitrators. The parties may be represented by attorneys. Following a hearing conducted by a single neutral arbitrator, the arbitrator shall issue a written opinion which shall decide all issues submitted and shall state the findings on which the decision is based. The arbitrator shall award only those remedies which are: a) authorized by law and requested by the parties and b) to which the arbitrator determines to be supported by credible, relevant evidence.
Unless otherwise provided by law, the parties will be responsible for their own attorney’s fees and expenses. The cost of the arbitrator will be paid for by ASUREA. The party who initiates arbitration will pay the filing fee, if any, charged by the arbitration association. However, the amount of the filing fee the employee is required to pay shall not exceed filing fees charged by state or federal courts for the county where the arbitration will be held. In determining the award, the arbitrator will apply the applicable law, including relevant statutes and statutes of limitations, allocation of burdens of proof as well as substantive law such as at will employment, to the facts found at arbitration. The final award in arbitration would be conclusive and binding and enforceable in any court of competent jurisdiction, except in limited circumstances such as fraud, proof of corruption, or if the arbitrator exceeded his or her powers.

Because the use of mediation and binding arbitration has proven to benefit both employers and employees alike, you will be asked to sign an agreement to resolve all employment-related complaints that cannot be resolved by following our internal dispute resolution process, through mediation and binding arbitration. By signing this agreement, both parties (you and ASUREA) give up your rights to a jury trial and instead agree to resolve these disputes through binding arbitration. Of course, the company prefers that you take advantage of internal dispute resolution steps to report and resolve complaints before they escalate to these more formal and expensive processes which sometimes become adversarial and time consuming for both parties.

**Policy Prohibiting Use of Drugs and Alcohol**

ASUREA maintains a strong commitment to provide a safe, efficient, and productive work environment. In keeping with this commitment, ASUREA has a strict policy regarding the inappropriate use and possession of drugs and alcohol. This policy recognizes that employee involvement with alcohol or drugs can be extremely disruptive and harmful to the workplace. It may adversely impact your work performance and quality, pose serious safety and health risks to you and others, and have a negative impact on work efficiency and productivity.

ASUREA requires you to report to work fit to perform your job. You may not use, possess, distribute or sell alcohol or any illegal drug while on ASUREA’s premises, while on duty, or while operating a vehicle that is owned or leased by ASUREA. In addition, you may not report to work, or remain on duty, while under the influence of, or impaired by, any illegal drug or alcohol. For purposes of this policy, a drug will be considered an “illegal drug” if its use is prohibited or restricted by law and you improperly use or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether you are or could be criminally prosecuted and/or convicted for the conduct. The only exception to this policy is that alcohol in moderation may be consumed at pre-approved company-sponsored events or social gatherings.

Assistance for drug abuse and rehabilitation is available through normal medical providers and may be covered to some extent by insurance. For assistance, you are encouraged to contact your physician directly. You must adhere to the rules stated in this policy as a condition of employment. Failure to comply with this policy may result in discipline, up to and including termination. Human Resources has been designated to administer this policy, monitor the program and make reports as required by law.
**Drug or Alcohol Rehabilitation**

ASUREA will reasonably accommodate any request you make to enter an alcohol or drug rehabilitation program when possible, provided the reasonable accommodation does not impose an undue hardship on the company. Reasonable accommodation would include, among other actions, time off with or without pay, and adjustment of working hours. You may utilize accrued, unused PTO time in lieu of unpaid time off for these purposes. If no accrued PTO time is available, the time off will be considered unpaid.

If you would like to request time off to voluntarily enter a drug or alcohol rehabilitation program, please speak with your manager or Human Resources. Also, please formally request a treatment or rehabilitation leave. Do note, however, that we are not obligated to continue to employ you if your performance of essential job duties is impaired because of drug or alcohol use. Nor is the company obligated to re-employ you if you participated in treatment and/or rehabilitation and your performance remains impaired as a result of dependency.

**Alcoholic Beverage Consumption**

The consumption of alcohol at a company-sponsored activity or social event is not prohibited when authorized by an appropriate manager and the consumption of such alcohol is not inconsistent with the safe and efficient performance of your duties.

Due to the nature of our work, we want to be pro-active and encourage our staff to avoid excessive alcohol consumption and encourage moderation or abstinence. At company functions, ASUREA recommends you limit your alcohol intake to one (1) alcoholic beverage per hour (e.g. meal, or meeting) and to drink responsibly defined as within the legal limits to drive.

**Client and Public Relations**

The success of ASUREA depends upon the quality of the relationships between ASUREA, our employees, and our clients, suppliers and the general public. Our clients' impression of the company and their interest and willingness to do business with us are formed by how you serve them. In a sense, regardless of your position, you are an ASUREA ambassador. The more goodwill you promote, the more our clients will respect and appreciate you and our services.

The opinions and attitudes that clients have toward our company can be affected for a long period of time by the actions of just one employee. It is sometimes easy to take a client for granted, but when we do, we run the risk of not only losing that client, but their associates, friends or family who also may be clients or prospective clients.

Here are several things you can do to help give clients a good impression of ASUREA:

1. Clients are to be treated courteously and given proper attention at all times. Never regard a client's questions or concerns as an interruption or an annoyance. Client inquiries, whether in person or by telephone, must be addressed promptly and professionally.
2. Never place a telephone caller on hold for an extended period of time. Direct incoming calls to the appropriate person and make sure that the call is received.

3. Act competently and deal with clients in a courteous and respectful manner. Through your conduct, show your desire to assist the client in obtaining the help that he or she needs. If you are unable to help a client, find someone who can.

4. All correspondence and documents, whether to clients or others, 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.

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

6. Communicate pleasantly and respectfully with other employees at all times.

These are the building blocks for your and ASUREA’s continued success. Thank you for adding your support.

**Confidentiality**

You are responsible for safeguarding confidential information obtained during your employment with us. Additionally, our clients, employees and vendors entrust ASUREA with important information relating to their businesses. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, ASUREA earns the respect and further trust of our clients and vendors.

It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Such confidential information includes, but is not limited to, the following examples:

- client lists and client history
- research and development programs
- client preferences
- improvements in techniques/methods
- pending projects and proposals
- mergers/dissolutions
- marketing strategies
- employee data
- compensation data
- financial information
- budget information
- pricing information
- periodic business reports and summaries
- passwords
- bid proposals/contract negotiations
- business plans
- statistical data
- production processes
Access to confidential information should be on a "need-to-know" basis and must be authorized by your manager.

Upon accepting employment with ASUREA, you were asked to sign a Confidentiality Agreement, which generally provides that you will not disclose or use any of the company’s confidential information, either during or after your employment with us. We sincerely hope that our relationship will be long-term and mutually rewarding. However, your employment with ASUREA assumes an obligation to maintain confidentiality, even after you leave our employ.

If you are questioned by someone outside the company or your department and you are concerned about the appropriateness of giving them certain information, you are not required to answer. Instead, as politely as possible, refer the request to your manager.

It is also important to remember that you may not disclose or use proprietary or confidential information except as your job requires. You may not keep or retain any originals or copies of reports, notes, proposals, client lists or other confidential and proprietary documents, equipment, supplies, or property belonging to the company. Any and all copies or originals of reports, notes, proposals, client lists or other confidential and proprietary documents must be turned over to the company within twenty-four (24) hours of termination of employment. Violating this policy will result in your being subject to discipline, up to and including termination, and possible legal recourse.

You are not permitted to remove or make copies of any ASUREA records, reports or documents without prior management approval. Do not post confidential or proprietary information about ASUREA, clients, employees, or affiliates on any social media. Disclosure of confidential information could lead to termination, as well as other possible legal action.

**Conflict of Interest**

As an employee of ASUREA, you must avoid actual or potential conflicts of interest with the company. This policy provides examples of prohibited conflicts of interest. If you are found to have a conflict of interest with the company, you may be subject to discipline, including termination. You should contact your manager with any questions about this policy. Prohibited activities include, but are not limited to:

1. Being an owner, employee, consultant or vendor to any business that competes, directly or indirectly, with the company.

2. Having a direct or indirect financial relationship with a competitor, client, or supplier; however, no conflict will exist in the case of ownership of less than 1 percent of a publicly traded corporation.

3. Engaging in any other employment or personal activity during work hours, or using the company’s name, logo, equipment or property, including stationery, office supplies, computers, telephones, fax machines, postage, and office machines, for personal purposes.

4. Soliciting company employees, suppliers, or clients to purchase goods or services of any kind for non-company purposes, or to make contributions to any organizations or in support of any causes.
5. Soliciting or entering into any business or financial transaction with another employee whom the soliciting employee supervises, either directly or indirectly, such as hiring the employee to perform personal services or soliciting the employee to enter into an investment.

**Solicitation**

You are not permitted to solicit or distribute literature during working time. Working time includes both your working time and the working time of the employee to whom the solicitation or distribution is directed. Similarly, distribution of written solicitation material in working areas is prohibited at all times. If you wish to distribute fundraising items such as cookies, candy, and coupon books for sale, you may place them without solicitation in your workstations or the ASUREA kitchen.

**Media Contact**

Only contact people designated by the CEO of the company may comment on company policy or events that have an impact on the company. If you are contacted by a news organization, please direct all media inquiries to your manager.

**Employment of Friends and Relatives**

The employment of friends and relatives in the same area of an organization may cause conflicts of interest and appearances of impropriety. In addition, personal conflicts may impact the working relationship of the parties. Although the company does not prohibit the hiring of friends and relatives of existing employees, the company is committed to monitoring situations in which friends or relatives work in the same area. In the event of an actual or potential problem, the company's response may include reassignment or termination of one or both of the individuals involved. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with an employee is similar to that of persons who are related by blood or marriage, or one who is a domestic partner.

The company desires to avoid misunderstandings, complaints of favoritism, claims of sexual harassment, and employee dissension that may result from personal or social relationships amongst employees. Therefore, the company asks that if you become romantically involved with another employee that you disclose your relationship to an appropriate manager with whom you feel comfortable. This information will be kept as confidential as possible. For purposes of this provision, “romantically involved” will be interpreted broadly. The company reserves the right to take necessary and appropriate action to resolve any potential conflict of interest arising out of romantic involvement among employees. Depending on the facts of the situation, such action may include reassignment or termination of one or both of the employees involved.
Personal Relationships in the Workplace

The company is committed to maintaining a professional work environment where their managers treat all employees fairly and impartially. Accordingly, managers are not allowed to date employees who report to them directly or indirectly. Also, spouses and immediate family members are prohibited from working in job positions where they directly report to, or are reported to, by their spouses or family members. Personal relationships very often cause problems in the workplace, such as a lack of objectivity towards the subordinate's job performance, the perception of favoritism by other employees (whether justified or not), and potential sexual harassment complaints once a couple breaks up.

For purposes of this policy, “immediate family” includes significant others (such as unmarried couples who live together), domestic partners, step-parent and step-child relationships, in-law relationships, grandparents and cousins (including analogous relationships with the parents and children of an employee’s significant other). This policy covers all family-like relationships, regardless of blood or legal relationships.

Employees who are currently dating one another, or employees who are married or related and report to or supervise each other, may request to be transferred in order to comply with this policy. When possible, the company will attempt to accommodate such requests. Please understand, however, that the company reserves the right not to transfer employees based on conflicting business considerations.

If two employees marry or become related, causing actual or potential problems such as those described, only one of the employees will be retained with the company unless reasonable accommodations can be made to eliminate the actual or potential conflict. The employees will have 30 days to decide which relative will stay with the company. If this decision is not made in the time allowed the CEO will make the decision, taking the employment history and job performance of both employees into account. Managers who have any questions about the application of this policy to an employee or applicant should contact Human Resources.

Dress Policy

Here at ASUREA, we believe in a comfortable atmosphere, yet professional. Our dress code is business casual as set forth below.

Guide to Business Casual Dressing for Work
This is a general overview of appropriate business casual attire. Items that are not appropriate for the office are listed, too. This policy is not designed to be all-inclusive and is subject to change. The policy tells you what is generally acceptable as business casual attire and what is generally not acceptable as business casual attire.

No dress code can cover all contingencies so employees must exert a certain amount of judgment in their choice of clothing to wear to work. If you experience uncertainty about acceptable, professional business casual attire for work, please ask your supervisor or your Human Resources staff.
Slacks, Pants, and Suit Pants
Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, jeans, dressy capris (must be under knee) are appropriate. Inappropriate slacks or pants include jeans with holes or tears, sweatpants, exercise pants, Bermuda shorts, short shorts, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

Skirts, Dresses, and Skirted Suits
Casual dresses and skirts, and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Very short, tight skirts or mini-skirts are inappropriate for work. Sun dresses, beach dresses, and spaghetti-strap dresses are inappropriate for the office, unless worn where shoulders do not show.

Shirts, Tops, Blouses, and Jackets
Casual shirts, dress shirts, sweaters, tops, golf-type shirts, and turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office, if they violate none of the listed guidelines. Inappropriate attire for work includes tank tops; midriff tops; see-through tops, shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress.

Shoes and Footwear
Conservative athletic or walking shoes, loafers, clogs, sneakers, boots, flats, dress heels, and leather deck-type shoes are acceptable for work Monday thru Thursday. Flashy athletic shoes, and thongs or flip-flops, are acceptable in the office on Friday’s ONLY.

Jewelry, Makeup, Perfume, and Cologne
Should be in good taste, with limited visible body piercing. Remember, that some employees are allergic to the chemicals in perfumes so wear these substances with restraint.

Hats and Head Covering
Hats are not appropriate in the office Monday thru Thursday. Head Covers that are required for religious purposes or to honor cultural tradition are allowed.

Fridays
On Fridays, we allow T-shirts, sportswear, caps or hats, and athletic shoes (without potentially offensive words, terms, logos, pictures, cartoons, or slogans, etc.).

Conclusion
In addition to the standards described above, common sense, mutual respect, and a commitment to act in the best interests of the company and other employees are the guiding principles to be followed when making individual choices on the issue. Personal appearance should be a matter of pride for you. If your supervisor feels your attire and/or grooming is out of place, you may be asked to leave the workplace until you are properly attired and/or groomed. This time away may not be considered paid time. Violating dress code standards may subject you to appropriate disciplinary action.
Chapter 5-DAY TO DAY OPERATIONS

**Employer and Employee Property**

Because even a routine inspection of company property might result in the discovery of an employee's personal possessions, you are encouraged not to bring into the workplace any item of personal property which you do not want to reveal to the company.

In addition, all desks, offices, work spaces, credenzas, cabinets, e-mail, telephone systems, office systems, computer systems, any and all electronically issued technology, and other areas or items belonging to the company are open to the company and its employees. **YOU SHOULD HAVE NO EXPECTATION OF PRIVACY IN ANY OF THESE AREAS.** Personal items and messages or information that you consider private should not be placed or kept in desks, offices, workspaces, credenzas, cabinets, e-mail, telephone systems, office systems, computer systems, and other areas or items belonging to the company.

Storage areas, work areas, file cabinets, credenzas, computer systems and software, office telephones, cellular telephones, any and all electronically issued technology, modems, facsimile machines, duplicating machines, desks, voice mail, and electronic mail are company property, and need to be maintained according to company rules and regulations.

Desks and work areas must be kept clean, and are to be used for work-related purposes. Company property is subject to inspection at any time, with or without prior notice. Prior authorization must be obtained before any company property may be removed from the premises.

For security reasons, you should not leave personal belongings of value in the workplace. Personal items and desks are subject to inspection and search, with or without notice, and with or without your prior consent.

Terminated employees should remove any personal items at the time they leave us. Personal items left in the workplace by previous employees are subject to disposal if not claimed at the time of your termination.

**Computer, Telephone and Electronic Media**

ASUREA's computer systems, voice mail, electronic mail (e-mail), and/or text messages and IM's, and any and all electronically issued technology, are to be used for business purposes. We reserve the right to monitor, record or listen to phone calls, voice mail messages (land line and cell phones), access e-mail and text messages or any messages sent electronically, any other form of communication, and check desk contents to ensure compliance with this rule or to monitor for quality service, without notice to you and/or in your absence.
You may not use electronic communication systems (including email, voice over internet systems, and PDAs, social media) to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations. Further, you are not to use communication systems to create, receive or solicit any offensive or disruptive messages. We consider the following to be offensive and we will not tolerate sending, receiving, soliciting, printing, copying, or replying to the following messages and images if they:

1. Disparage others based on their race, religion, color, gender, genetic information, genetic characteristics, gender identity, gender expression, sexual orientation, national origin, citizenship status, veteran status, military status, disability, ancestry, age or any other status protected under federal, state and local laws;

2. Spread gossip, rumors, and innuendos about employees, clients, suppliers, or other outside parties;

3. Contain foul, offensive, derogatory, sexually-oriented, gender specific, obscene, off-color, adult-oriented language or are otherwise inappropriate in a business environment;

4. Are intended to alarm others, embarrass the company, negatively impact employee productivity, or harm employee morale;

5. Contain threatening, bullying, or harassing statements about, or to, another employee, vendor, client or outside party;

6. Contain confidential or copyrighted materials that do not have prior authorization to transmit;

7. Contain confidential company or co-worker information received by you via e-mail, whether intentionally or unintentionally directed to you;

8. Use another employee’s password to trick recipients into believing someone other than you is communicating or accessing the Network or Internet; or


These prohibitions include sending, receiving, soliciting, printing, copying, or replying to messages between another employee, vendor, client or outside party.

In addition, the electronic systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization. You may not use the company systems in violation of any applicable copyright, trademark, or trade secrets laws. Installation of software may only be performed by authorized employees of the company.

YOU HAVE NO INDIVIDUAL PRIVACY RIGHTS WITH REGARD TO ANY INFORMATION ON THE COMPANY COMPUTERS AND/OR COMPUTER NETWORKS OR OTHER BUSINESS PROPERTY. THE COMPANY RESERVES THE RIGHT TO MONITOR, ACCESS, INTERCEPT, REVIEW AND DISCLOSE THE CONTENTS OF ALL COMPUTER FILES, E-MAIL MESSAGES, VOICE-MAIL MESSAGES, AND INTERNET USAGE ON THE COMPANY’S COMPUTERS AND/OR COMPUTER NETWORKS.
Under no circumstances are you to access subject matters dealing with alcohol, tobacco, illegal activities, gambling, militant and extremist organizations, drugs, satanic rituals or cults, racial intolerance, gross depictions, violence, profanity, sexual acts, and nudity. Employees must adhere to the rules of Network etiquette, or Netiquette. You should be polite, adhere to the organization’s electronic writing and content guidelines, and use the Network and Internet appropriately and legally.

Additionally, for the overall safety of our network we ask that you follow certain guidelines. The following actions are strictly prohibited and may result in immediate termination:

1. Uploading a virus, harmful component, vandalizing the Network or uploading corrupted data;
2. Jeopardizing the security of access, the Network, or other Internet Networks by disclosing or sharing passwords and/or impersonating others;
3. Using our network to sell or buy anything non-business related;
4. Soliciting or advertising the sale of any goods or services;
5. Wasting the Company’s computer resources such as printer toner or paper; or
6. Installing downloaded "freeware", personal, consumer-grade IM software, games, movies or music or other programs from the Internet onto their office computers.

ASUREA also needs to be able to respond to proper requests resulting from legal proceedings that call for electronically-stored evidence. Therefore, ASUREA must, and does maintain the right and the ability to enter into any of these systems and to inspect and review any and all data recorded in these systems. Because ASUREA reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, you should not assume that such messages are private and confidential or that ASUREA or its designated representatives will not have a need to access and review this information. You should similarly have no expectation that any information stored on your computer hard drive, computer disks or in any other type of ASUREA’s business equipment will be private. Treat all e-mail, IMs and voicemail messages as business records that may be retained and used as evidence in litigation, audits, and investigations. In order to preserve the attorney-client privilege for communications between lawyers and clients, never use e-mail to seek legal advice or pose a legal question.

The company has the right to, but does not regularly monitor voice mail or e-mail messages. The company will, however, inspect the contents of computers, voice mail, email or any other electronically issued technology when it has a business need to do so or when it is in the best interests of the company. AGAIN, EMPLOYEES HAVE NO EXPECTATION OF PRIVACY WITH REGARD TO COMPANY PROPERTY OR SYSTEMS.
Any information about the company, our products or services, or other types of information that will appear in the electronic media about the company must be approved by your manager before the information is placed on an electronic information source. For the purposes of confidentiality, documents sent via the Internet need to be (encrypted, sent as a PDF). Personal access to the Internet and company provided e-mail is restricted from access or transmittal of subject matter not accepted by the general public. Blogging, twittering or chatting online about company business or confidential employee matters is strictly prohibited.

All incidents will be noted in your personnel file. Repeated minor incidents or misconduct that are more serious, will result in discipline up to and including termination.

Any conduct that violates local, state, or federal laws may result in the immediate loss of all computer privileges, and/or termination of employment, and will be referred to appropriate law enforcement authorities. This includes the illegal duplication of software and its related documentation.

If you are aware that there has been a violation of this company policy, please notify the CEO of the company.

Social Media Policy

The company understands that various forms of communication occur through social media, such as Facebook, Twitter, LinkedIn, blogs, and multimedia host sites such as YouTube. Such communications occur in social networking, blogs, and video sharing and similar media. It should be remembered that social media sites do not provide a private setting. Employees who communicate information through social media therefore should not expect that such information is private.

Employees must remember that all existing policies apply to information disseminated through social media. These guidelines are intended to help employees understand some of the unintended outcomes of sharing information through social media.

Application of Policies

The employer’s policies and standards apply to conduct that occurs in the workplace and while employees are on duty, wherever they happen to be. They also apply to activities that occur during an employee’s own time, outside of work, if the activities have an actual or potential impact on the employee’s performance, the performance of coworkers, or the employer. Employees should therefore understand that they are responsible for certain activities that occur off the employer’s premises or on their own time both to the employer and third parties. Nothing in this policy prevents employees from exercising their broad rights to discuss the terms and conditions of employment with others, to take action with others to improve your working conditions, or to otherwise exercise their rights to engage in protected concerted activity.

General Policies

The company’s policies regarding workplace conduct and interpersonal interactions are embodies in a number of policies, including policies that protect the company’s trade secrets, legal interests and confidential information. The policies also prohibit unlawful harassment and discrimination and require employees to use work time in an appropriate manner.
The principles set forth in the company's policies apply equally to social media, even when the policies do not refer specifically to social media. Violations of any policy through social media or networking will be appropriately addressed when brought to management’s attention.

Illustrations of some of the relevant policies and how they may apply to social media are provided below. The following guidelines apply to all employees when they are at work and away from work.

General Expectations

- Employees may not post or transmit any material or information that includes confidential, proprietary or trade secret information, or information that is untrue, defamatory, obscene, profane, threatening, harassing, abusive, hateful or humiliating to another person or entity. This includes, but is not limited to, comments regarding the company or its employees or customers. Employees should ask their supervisors and refer to company policies if they have any questions about what is appropriate to include in communications involving social media.

Harassment

- The company cannot tolerate intimidation, bullying or threats of violence among co-workers and such acts, even if occurring on line outside of work, will result in serious consequences, including termination.

- The company maintains a strict policy prohibiting unlawful harassment of any kind. Harassment is unlawful if it is based upon any legally protected characteristic. It includes unwelcome verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile work environment or unreasonably interferes with work performance.

Reputation

- Employees should act responsibly and remember that untrue or defamatory postings can have serious consequences. Do not create fake blogs or false reviews of the company or its competitors.

Acceptable Use Guidelines

- E-mail and Internet access is provided to support the company's business. Users who are given access to these tools may not make personal use of them either during work or non-work time. Any use that includes tapping into electronic social media should be consistent with the company's values, policies and applicable laws.

- Participation in social medial sites should be limited during work time; incidental use during break time is not prohibited by this policy. Under no circumstances may employees access social medial sites while performing safety-sensitive functions such as driving.

Opinions

- Employees should not refer to the company without proper authorization to do so. Employees should at all times make it clear that their opinions do not represent those of the company. They should include disclaimers in online communications advising that they are not speaking officially or unofficially on behalf of the organization.
• Employees may not use the company’s logo or proprietary graphics to imply that you are speaking on behalf of the company.

Questions
• Employees who have concerns regarding workplace conduct or inappropriate behavior or comments are encouraged to contact Human Resources for further guidance.

Additional Guidance and Information
While the company’s policies offer very clear direction on some issues, there are other areas where common sense must prevail. When in doubt about posting, employees should consider the following:
• There is no expectation of privacy when engaging in social media networking activities. You may know everyone in the room when you have a conversation in person. This will not apply with social networking applications. You may not have full control over how your comments are perceived or shared.

• These are public forums. As a practical matter, it may be impossible to delete information that is shared. Comments may be publicly available for years.

• Even when you do not identify your employer by name in the communication or posting, some readers are likely to know where you work. Keep this in mind when you consider posting or transmitting comments that may be work-related. This should also be considered when creating your profile.

• Do not state or imply that the opinions you express are those of the company, its management, or other employees. Include a disclaimer to this effect.

Camera Usage
To safeguard confidential information and to reduce the opportunities for illegal harassment, ASUREA regulates the use of electronic equipment used to capture images such as camera phones, camera PDAs, video equipment, cameras, flash drives, and any other device capable of capturing or storing an image. Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, are not to be photocopied, scanned, photographed, or otherwise copied except by authorized personnel in the furtherance of company business. Any images taken or present on company property relating to company business are considered company property and if any images are found to be in violation of this policy are subject to confiscation.

Employees and visitors are not to use electronic equipment to create or convey offensive, harassing, vulgar, obscene, or threatening images or communications. Similarly, transmitting sexually oriented messages or images at work using camera phones is forbidden. Employees and visitors are not to bring or use imaging equipment in areas posted with “No cameras or similar equipment allowed,” or into areas where personal privacy is generally acknowledged, including dressing rooms, bathrooms, etc.

Outside of these areas, you should ask permission of anyone you photograph at work or at a company function and ask permission from your supervisor before photographing anything or anyone at work or at an ASUREA function.
Electronic equipment on the company's premises or at company-sponsored events may not be used to
defame, embarrass, or disparage the company, employees, clients, vendors, or competitors.

**Telephone Usage**

You may use company telephones for local or personal calls within reason. You are not to charge long
distance personal telephone calls to the company. You are expected to limit personal calls so they do not
become excessive or disruptive to your work or work area.

**Cell Phone Usage**

The company realizes that in our fast paced business environment, meeting our goals and staying in touch
with our clients and co-workers is a necessary process in working efficiently. But, first and foremost, we
want to preserve the safety of our employees and those in the community. California law limits the use of
cell phones while driving to those having hands-free operation.

This law provides that, it is illegal to drive a motor vehicle while using a wireless telephone, unless that
telephone is designed and configured to allow hands-free listening and talking operation, and is used in that
manner while driving.

Additionally, writing, sending, or reading text-based communications on your cell phone while driving is also
prohibited under California law. This includes text messaging, instant messaging, and e-mail. You will be
responsible for any tickets you receive if you violate this law.

Use of a hands-free cell phone is required while driving on company business. An option is that you pull
over while driving to place or receive calls on your cellular phones. There is a great potential for harm to
you and to others if this policy is violated.

Personal cell phones are to be on vibrate unless on a meal or rest break. Text messaging is allowed at a
reasonable rate as long as it does not become excessive or disruptive to your work.

**Electronic Systems and Privacy**

You should understand that you have NO expectation of privacy in connection with the use of electronic
systems, including stored e-mail/voice mail messages. All messages created, sent, received or stored in
these systems are and remain the property of ASUREA. ASUREA reserves the right to retrieve and review
any message composed, sent or received via the system. Please note that even when a message is
deleted or erased, it is still possible to recreate the message; therefore, the ultimate privacy of messages
cannot be ensured to anyone.
To safeguard and protect the proprietary, confidential and business-sensitive information of ASUREA, and to ensure that the use of all electronic systems and equipment is consistent with ASUREA's legitimate business interests, authorized representatives of ASUREA may monitor the use of such systems from time to time without notice, which may include printing and reading materials, files on the system, list servers, and equipment.

You should be aware that e-mail messages, like ASUREA correspondence, may be read by other ASUREA employees and outsiders under certain circumstances. While it is impossible to list all of the circumstances, some examples are the following: (1) during system maintenance of the e-mail system, (2) when ASUREA has business needs to access the employee's mailbox, (3) when ASUREA receives a legal request to disclose e-mail messages, or (4) when ASUREA has reason to believe the employee is using e-mail in violation of ASUREA policies.

**Workplace Monitoring**

Workplace monitoring, both human and electronic, may be conducted by ASUREA to ensure quality control, employee safety, security, and client satisfaction.

Client sites may also utilize video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, maintain quality control, detect theft and misconduct, and discourage or prevent acts of harassment and workplace violence.

Because ASUREA is sensitive to your legitimate privacy rights, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.

**Travel Expense Policy**

ASUREA will reimburse you for work-related travel expenses such as transportation, overnight accommodations and meals. The total daily maximum reimbursable amount for meals is $40.00. You should have your manager’s approval before incurring travel expenses. All requests for reimbursement must be submitted to the CFO for approval along with supporting documents or original invoices.

Outside sales employees will be provided gas allowance in lieu of mileage reimbursement. Non-exempt employees will be paid for time spent traveling and in conference sessions. If you are required to use your personal automobile on work-related business, ASUREA will reimburse you for mileage at the current IRS rate per mile and for parking expenses. You should submit the appropriate expense form to the CFO for approval and then forward it to accounting for payment once per month. If you use your personal vehicle for work-related travel you are expected to maintain at least the minimum insurance required by law.
Personal Use of Company Property

You are not allowed to use company owned property for personal use. The definition of “company owned” assets includes, but is not limited to, facilities, computers, and their related equipment, labelers, copy machines, fax machines, postage meter, any type of supplies including office supplies, tools, vehicles, credit cards, etc. These assets are provided to you for company related business only.

Please also remember that all desks, cabinets, computers and vehicles that belong to the company will be open to all company employees. Personal items, messages or information that you consider private should not be placed or kept in telephone systems, office systems, e.g. company computer systems, office work spaces, desks, and credenzas or file cabinets.

The postage meter is not for personal use. It is at your manager’s discretion to allow you to use the postage meter for personal purposes. If allowed, the postage must be paid for in advance.

If you are issued a company credit card you are responsible for the use of that card. Under no circumstances will the company allow you to sign a company credit card unless the card being signed is issued in your name. Signing another employee’s credit card will result in liability for the expense and may subject you to immediate termination. If you hold a company credit card you may only give permission to another employee to make an authorized business purchase or reservation using your card with prior approval from the CEO of the company. Any holders of company credit cards or authorized users who transact a non-business related charge may be subject to immediate termination. Receipts for all credit card transactions must be given to the CFO along with an explanation of the purchase.

Driving Record and Insurance

As a condition of employment, we require you to maintain an acceptable driving record if you drive for company business. Any accidents or traffic violations must be reported to a manager immediately if they occur during the course of your duties. You will be responsible for any tickets you receive while driving on company business whether in a company vehicle or your own personal vehicle. Failure to report an on-the-job motor vehicle accident, no matter how minor, will lead to disciplinary action, up to and including termination. Additionally, you are required to maintain the level of insurance required by the state of California or the state in which you work. A copy of your insurance card must be on file before you will be allowed to drive for company business. You may be asked to add ASUREA as a secondary insured on your policy if using your personal vehicle for company business.
Health and Safety

Safety is everybody's business. Safety is to be given primary importance in every aspect of planning and performing all ASUREA activities. We want to protect you against injury and illness, as well as minimize the potential loss of production. To achieve our goal of maintaining a safe workplace, everyone must be safety conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, we maintain an Injury and Illness Prevention Plan (IIPP). The IIPP is available for your review from the Responsible Safety Officer. The Responsible Safety Officer has responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

Smoking Policies

Smoking is not allowed in any enclosed area of the building, or within 25 feet of any entrance of the building. In fairness to those who do not smoke, smoking is allowed only during breaks and lunch.

Security

To provide for the safety and security of you, our clients and our facilities, only authorized visitors are allowed in the work areas. To ensure the safety of our guests, we encourage family and friends to check in at the front desk when visiting you at the workplace.

The following security procedures should always be followed to ensure your safety and the safety of your fellow employees, and to ensure the confidentiality of the company's proprietary information. At no time should unauthorized persons be allowed to roam unescorted though the company's offices. It is a matter of courtesy to accompany clients and guests to and from the exits and other offices to which they may be destined. If strangers are encountered in our offices who do not satisfactorily identify themselves or the person with whom they will be meeting, escort them to the reception area. If they resist, contact the receptionist immediately.

Be aware of persons loitering for no apparent reason in other non-office areas (e.g., in parking areas, walkways, entrances/exits and service areas). Report any suspicious persons or activities to your manager. Secure your desk at the end of the day or when called away from your work area for an extended length of time and do not leave valuable and/or personal articles in or around your workstation that may be accessible. Please report any lost facility keys to your manager immediately.

Workplace Violence

ASUREA recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, careful response by employers. The costs of workplace violence are great, both in human and financial terms.
Employers have an obligation to do everything that is reasonably necessary to protect the life, safety, and health of employees, including the furnishing of safety devices and safeguards and the adoption of practices, means, methods, operations, and processes reasonably adequate to create a safe and healthful workplace. We believe that the safety and security of our employees are paramount. Therefore, the company has adopted this policy regarding workplace violence.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the company or that occur on company property or in the conduct of company business off company property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in company operations, including, but not limited to, employees, contract workers, temporary employees, and anyone else on company property or conducting company business off company property.

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

1. Hitting or shoving another individual.
2. Threatening an individual or his or her family, friends, associates, or property with harm.
3. Intentionally destroying or threatening to destroy ASUREA property.
4. Making harassing or threatening phone calls.
5. Surveillance, stalking another person.
6. Veiled threats of physical harm or similar intimidation.
7. Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the company's legitimate business interests.
8. Unauthorized possession or inappropriate use of firearms or weapons.

Any person who engages in a threat or violent action on company property may be removed from the premises as quickly as safety permits and may be required, at our discretion, to remain off company premises pending the outcome of an investigation of the incident.

When threats are made or acts of violence are committed by employee(s), we will make a judgment as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action. Once a threat has been substantiated, it is company policy to put the person making the threat on notice that they will be held accountable for their actions and then implement a decisive and appropriate response. Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing. No existing policy or procedure of the company should be interpreted in a manner that prevents the making of these necessary decisions.

The CEO of ASUREA will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the company. In making this determination, we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter the at-will nature of employment at ASUREA.

Issued: June 1, 2010
Revised: August 1, 2014
Off-Duty Use of Facilities

You are prohibited from being on company premises, or making use of company facilities, while not on duty. You are expressly prohibited from using company facilities, company property or company equipment for personal use.

Parking

You are encouraged to use the parking areas designated for our employees. Please keep in mind that the parking spaces adjacent to or in front of our building(s) are for clients and visitors only. Remember to lock your car every day and park within the specified areas.

Courtesy and common sense in parking will help eliminate accidents, personal injuries, and damage to your vehicle and to the vehicles of other employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information you may have, to your manager.

ASUREA cannot be and is not responsible for any loss, theft or damage to your vehicle or any of its contents. You will be responsible for any parking tickets you receive while driving on company business whether in a company vehicle or your own personal vehicle.

Employee Suggestion Program

We encourage you to bring forward your suggestions and good ideas about how our company can be made a better place to work, our products improved, and our service to clients enhanced. When you see an opportunity for improvement, please talk it over with your manager. Your manager can help you bring your idea to the attention of the people in the company who will be responsible for possibly implementing it.

All suggestions are valued and listened to. When a suggestion of yours has particular merit, we provide for special recognition.
Chapter 6-EMPLOYEE BENEFITS

Benefits

ASUREA has developed a broad, comprehensive set of employee benefit programs to supplement your regular wages. ASUREA will continue these benefits as company profits permit. However, we reserve the right to change or eliminate any benefit plan or program at any time.

Our employee benefit programs consist of two categories: insured and uninsured. Insured benefits are those that we as an organization pay for through an outside source. Examples of these benefits are medical, dental, and chiropractic insurance. Examples of uninsured benefits are PTO and holiday pay. These are benefits that are paid for directly by ASUREA and are available to you, if eligible, with conditions and specifications noted in the following pages.

Eligibility for most benefits is determined by your employee classification and length of continuous service with the company. Once you satisfy certain eligibility requirements, you will be given detailed information about the specific benefit programs for which you are eligible. The company and plan administrator have discretion to interpret and administer the benefit plans, to make determinations regarding plan participation and eligibility for benefits, and to resolve disputes about participation and benefits under the plan.

Although this employee handbook does not restate all the features of our benefit programs, it provides brief summaries to acquaint you with some of the key features of the programs. Separate plan summaries and plan documents describe the plans in detail and should be consulted for further information. In the case of a conflict between the benefit information set forth in this employee handbook or oral explanations by company representatives and the terms and conditions of the official plan documents, the provisions of the official plan documents, as interpreted by the plan administrator, shall control.

Official Health Plan Documents

The employee handbook contains a number of brief summaries of the benefit programs that the employer provides for eligible employees. The purpose of these summaries is simply to acquaint you with the general provisions of the applicable plans. In the interest of brevity, they do not contain full statements of all of the terms, conditions, and limitations of the plans. If there are any real or apparent conflicts between the brief information in the handbook and the terms, conditions and limitations of the official plan documents, the provisions of the official plan documents will be considered accurate. You are encouraged to review all plan documents carefully to familiarize yourself with all of the provisions of the plans.

Paid Time Off (PTO)

Eligibility

Paid Time Off (PTO) is an all purpose time-off policy for eligible employees to use for vacation, illness or injury, and personal business. Regular full-time employees are eligible to earn and use PTO as described in this policy. Please note: Outside Sales employees are not eligible to earn PTO.
Employees begin to accrue PTO on their date of hire, or upon the date they change to a PTO eligible position. Employees may begin using PTO once accrued.

**Accrual**

Regular full-time employees accrue PTO in accordance with the following policy:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Per Pay Period Accrual</th>
<th>Stated Annually</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-5 years</td>
<td>5.00 hours</td>
<td>120 hours</td>
<td>240 hours</td>
</tr>
<tr>
<td>6-14 years</td>
<td>7.00 hours</td>
<td>168 hours</td>
<td>336 hours</td>
</tr>
<tr>
<td>15+ years</td>
<td>8.00 hours</td>
<td>192 hours</td>
<td>384 hours</td>
</tr>
</tbody>
</table>

In addition to the accrual rates above, PTO eligible employees will receive eight (8) hours of PTO in their PTO bank at their date of hire and annually on their anniversary date for use as a “Floating Personal Holiday”.

The length of eligible service is calculated on the basis of a “benefit year.” This is the 12-month period that begins when you start to earn PTO. You will not earn PTO while you are out on a leave of absence. Therefore, your benefit year may be extended if you go out on a leave of absence other than a military leave of absence. Military leave has no effect on this calculation.

**Scheduling PTO**

PTO for non-exempt employees is not to be taken in less than one (1) hour increments. PTO for exempt employees may not be taken in less than full day or eight (8) hour increments. If you have an unexpected need to be absent from work you should notify your manager before the scheduled start of your workday, if possible. Your manager must also be contacted on each additional day of unexpected absence.

To schedule planned PTO, you need to request advance approval from your manager. Requests will be reviewed based on a number of factors, including business needs and staffing requirements.

A doctor’s verification for an illness or an injury that requires your absence of three (3) or more days is required.

PTO is paid at your base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

PTO will be used to supplement any payments that you are eligible to receive from state disability insurance or workers’ compensation. The combination of any such disability payments and PTO cannot exceed your normal weekly earnings.
PTO Caps

In the event that available PTO is not used by the end of the benefit year, you may carry unused time forward to the next benefit year. The amount of PTO carried over may not exceed two (2) times your annual accrual. Once this maximum is reached, PTO will stop accruing until PTO is taken.

Upon termination of employment, you will be paid for unused PTO that has been earned through your last day of work.

Working While on Vacation/PTO

We believe that you should use vacation/PTO solely for rest and relaxation. You should enjoy this time off so that you are ready to return to work rested and able to resume your responsibilities. Therefore, you are not permitted to perform any work for ASUREA while on vacation/PTO. This rule applies to all employees, including exempt employees, and prohibits any work of any kind, including checking emails and voice mail, and responding to messages.

Paid Time Off (PTO) Donation

A regular full-time employee may voluntarily donate his or her accrued PTO to another regular full-time employee who has no available accrued PTO. In donating PTO, you may not reduce your accrued PTO below 40 hours. You may donate a maximum of 16 hours of PTO per calendar year in increments of one (1) hour or more. Requests to voluntarily donate accrued PTO must be made in writing, and will be approved by Human Resources. Donations are irrevocable once the leave is formally transferred to the recipient.

Kin Care

California law allows employees to use one-half (½) of their yearly PTO to care for their sick child, parent, spouse, registered domestic partner, or the child of a registered domestic partner. Leave for this purpose may not be taken until actually accrued.

For purposes of PTO use, a “child” is defined as a biological, foster or adopted child, stepchild or a legal ward. A “child” may also be someone you have accepted the duties and responsibilities of raising, even if he or she is not your legal child.

A “parent” is your biological, foster or adoptive parent, a stepparent or a legal guardian.

A “spouse” is your legal spouse according to California law. There is not a “common law” spouse in the state of California.

All conditions and restrictions placed on your use of PTO apply also to PTO used for care of a child, parent or spouse.
Holidays

We observe the following 10 paid holidays for full-time employees:

New Year’s Day
Washington’s Birthday/President’s Day
Memorial Day
Independence Day
Labor Day
Veteran’s Day
Thanksgiving Day
The Friday following Thanksgiving
Christmas Day
Christmas Eve or the Day After Christmas – designated/observed holiday will be announced each year

Eligibility for holiday pay begins upon your date of hire. You must also be regularly scheduled to work on the day on which the holiday is observed, and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance by your manager.

The company reserves the right to request a physician’s statement certifying the reason for unscheduled sick leave absences for the working day before or after the holiday, in order to pay the employee for the holiday.

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday, respectively. However, the company may close on another day or grant compensating time off instead of closing. Holiday observance will be announced in advance.

If you are on a paid absence due to PTO when a holiday occurs, you will receive holiday pay. Full-time and part-time, non-exempt employees who work on holidays, due to client job requirements, will receive straight time for hours worked.

Insurance Benefits

Medical and Dental Insurance: We provide comprehensive medical and dental insurance plans for eligible employees and their dependents. You may be required to provide adequate proof of the dependent relationship in order to add the dependents to our insurance policies. Typically proof of the relationship may be established through a copy of a birth certificate, adoption documents, marriage license, or certificate of registered domestic partnership. We cannot guarantee your domestic partner relationship will be kept confidential.
Full-time employees are eligible on the first of the month following 30 days of continuous employment. The company will pay a portion of the employee’s medical benefit premiums. You will be responsible for any excess premiums due for the medical coverage you choose for you and your dependents, as well as the full cost of the dental coverage you choose for you and your dependents. Deductions from your paycheck will be made to cover this cost. Information describing your benefits will be given to you when you join the program.

Please direct any questions you have regarding your health and dental insurance to Human Resources.

**State Disability Insurance:** If you are unable to work due to a non-work related medical condition or injury you may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the state and are financed from mandatory payroll tax deductions from all employees' wages. Questions regarding SDI benefits should be directed to Human Resources, or the state’s Employment Development Department.

**California Unemployment Compensation:** We contribute each year to the California Unemployment Insurance Fund on behalf of our employees.

**Social Security:** Social Security is an important part of every employee’s retirement benefit. We pay a matching contribution to each employee's Social Security taxes.

**Workers’ Compensation:** The Company purchases a workers’ compensation insurance policy to protect you while you are employed by us. The policy covers you in case of occupational injury or illness. It is your responsibility to notify your manager immediately if injured. Please refer to the Workers’ Compensation policy for additional information.

We provide workers' compensation insurance for our employees as required by state law. The insurance provides important protection for employees who suffer a work-related injury. We encourage you to report all workplace injuries immediately and to take advantage of the benefits provided by our workers' compensation insurance if you are injured on the job.

Workers' compensation insurance provides important protection for employees who suffer an injury at work. Unfortunately, we understand that some employees are encouraged to file fraudulent workers’ compensation claims. For your own protection, you should know that the California Insurance Frauds Protection Act provides that it is unlawful for any person to:

"Make or cause to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining... compensation ... and shall be punished by imprisonment in county jail for one year, or in the state prison for two, three or five years, or by a fine not exceeding Fifty Thousand Dollars ($50,000.00) ... or by both imprisonment and fine."

Our policy is to investigate all questionable workers' compensation claims. If they appear to be fraudulent, they are referred to the Bureau of Fraudulent Claims and the District Attorney's office.
Paid Family Leave (PFL) Insurance: All employees who take time off to care for a seriously ill family member (child, parent, grandparent, grandchildren, in-laws, spouse or registered domestic partner) or bond with a new child may be eligible to receive replacement wages for up to six weeks during any 12-month period, under California’s Paid Family Leave program. This program is funded with employee contributions through the State Disability Insurance (SDI) Program. Such contributions are deducted from each employee’s paycheck. Even though employees may be eligible to receive Paid Family Leave insurance benefits, a leave of absence must still be requested and approved as defined in our leave policies. Please understand that this leave does not mandate any guarantee that your job will be available when you are ready to return unless you are on an approved FMLA/CFRA leave.

Domestic Partners

ASUREA believes that basic medical and dental coverage should be available to employees and their dependents. To recognize non-traditional family arrangements and to demonstrate our commitment to our community of employees and their families, ASUREA has instituted a Domestic Partners Policy. This policy gives you the opportunity to cover a long-term, significant same sex partner under our benefits plans, as well as opposite sex partners for employees over 62 years of age. ASUREA wishes to make it clear that it cannot guarantee confidentiality of the relationship once a domestic partner is covered under our policy. See Human Resources for more information.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives qualified employees and their dependents the opportunity to continue health insurance coverage under ASUREA’s health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee’s hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Employees are eligible for continuation coverage if terminated from employment for any reason other than for gross misconduct or if a reduction in hours results in the loss of coverage under our group health plan. Continuation coverage will be available for up to 36 months from the date of termination or reduction in hours for employees, employees’ spouses, and dependent children.

Under COBRA, you or your dependents pay the full cost of coverage at ASUREA’s group rates plus an administration fee. We provide each eligible employee with a written notice describing rights granted under COBRA when you become eligible for coverage under ASUREA’s health insurance plan. The notice contains important information about your rights and obligations.

Although your right to elect continuation coverage occurs upon the happening of a qualifying event, coverage is not automatic. You and your spouses and dependents must make an affirmative election of coverage before coverage will begin. An election form will be sent with the notice of eligibility. The election must be made within 60 days of the date coverage is lost or the date that the notice of eligibility is sent, whichever is later. An election is considered to have been made on the date you send in the election form or a letter indicating an election is being made.
Recreational Activities and Programs

ASUREA or its insurer will not be liable for payment of workers’ compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your work related duties.

Litarcy Assistance

The company assists employees who require unpaid time off to attend an adult literacy program. If you need such time off you should inform your manager. We will make every effort to accommodate your request. Human Resources will assist you in locating a local literacy education program. We will also make every effort to safeguard your privacy.

External Employee Education

It may be necessary for you to attend training programs, seminars, conferences, lectures, meetings or other outside activities for the benefit of the company or yourself. We may require attendance at such activities or you may request attending. However, attendance will not be considered an officially authorized activity, subject to the following policies on reimbursement and compensation, unless prior written approval has been issued by the CFO. To obtain approval, you must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and nature, purpose and justification for attendance.

Where we require or authorize attendance, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Customary and reasonable expenses generally include registration fees, materials, meals, transportation and parking. Reimbursement policies regarding these expenses should be discussed with your manager in advance.

Employee attendance at authorized outside activities will be considered hours worked for non-exempt employees and will be compensated in accordance with normal payroll practices.

This policy does not apply to your voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions may generally lead to improved job performance. While we generally encourage all employees to improve their job skills and promotional qualifications, such activities will not be subject to this policy regarding reimbursement or compensation unless prior written approval is obtained as discussed above.
Leaves of Absence

Occasionally, for medical, personal, or other reasons, you may need to be temporarily released from the duties of your job with ASUREA. It is the policy of ASUREA to allow its eligible employees to apply for and be considered for certain specific leaves of absence.

All requests for leaves of absence shall be submitted in writing to your supervisor. Each request shall provide sufficient detail such as the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable. When you become aware of your need for leave, requests should be provided at least 30 days in advance. If your need for leave is not foreseeable, you should follow the company’s customary notice and procedural requirements for requesting leave. Failure to return to work as scheduled from an approved leave of absence or to inform your supervisor of an acceptable reason for not returning as scheduled will be considered a voluntary resignation of employment. While on a leave of absence you may not obtain other employment or apply for unemployment insurance. If either of these instances occurs, you may be viewed as having voluntarily resigned from the company.

You will not accrue PTO while you are on a leave of absence, regardless of whether it is paid or unpaid. There are several types of leaves for which you may be eligible.

Medical Leaves of Absence

A medical leave of absence may be granted for non-work related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to 30 days with a doctor's written certificate of disability. Requests for leave should be made in writing as far in advance as possible, but, requests should be provided at least 30 days in advance. If your need for leave is not foreseeable, you should follow the company’s customary notice and procedural requirements for requesting leave. If you are granted a medical leave you may elect to use any accrued but unused PTO. A medical leave begins on the first day your doctor certifies that you are unable to work and ends when your doctor certifies that you are able to return to work or after a total of 30 days, whichever occurs first. Human Resources will supply you with a form for your doctor to complete, showing the date you were disabled and the estimated date you will be able to return to work. You must present a doctor's certificate showing fitness to return to work.

For the duration of any leave of absence, health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued until the last day of the month in which the leave begins. California employees, for the duration of a pregnancy disability leave, health and life insurance benefits ordinarily provided by the company, and for which you are otherwise eligible, will be continued for the duration of your pregnancy disability leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.
You will not accrue PTO while you are on a medical leave of absence. If returning from a non-work related medical leave, you will be offered the same position held at the time of leaving, if available. However, unless you are on a pregnancy disability leave, we cannot guarantee that your job or a similar job will be available upon your return. If ASUREA is unable to provide a job for you at the end of your leave, we will end your employment, but you will be eligible to apply for any opening that may arise for which you are qualified.

California workers’ compensation laws govern work related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. We intend to fully comply with these laws. Please contact Human Resources if you have any questions regarding these laws.

**Alcohol and Drug Rehabilitation Leave**

ASUREA provides an unpaid leave to assist employees who recognize that they have a problem with alcohol or drugs that may interfere with their ability to safely and competently perform their job. If you have a problem with alcohol and/or drugs and decide to enroll voluntarily in a rehabilitation program you will be given unpaid time off. You are eligible to request this leave after 90 days of continuous employment.

During the leave, all available PTO will run concurrently with the leave. You will not accrue PTO during this leave.

For the duration of any Alcohol and Drug Rehabilitation leave of absence, health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued until the last day of the month in which the leave begins. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

**Bereavement Leave**

ASUREA provides regular full-time and regular part-time employees up to three (3) days' paid bereavement leave in the event of a death in your immediate family. For purposes of this policy, “immediate family” includes your spouse, parent, child, step-parent, step-children, sibling; your spouse’s parent, child, or sibling; your long time companion or domestic partner; and your grandparents or grandchildren. If you need to take time off due to the death of an immediate family member you should contact your manager. Your manager may approve additional unpaid time off.

For the purposes of this section, immediate family shall be defined as: husband, wife, son, daughter, mother, father, sister, brother, your long time companion or domestic partner, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandmother, grandfather, stepparents and stepchildren.
Bone Marrow and Organ Donation Leave – CA employees

Employees who are donating an organ to another person may take a leave of absence not exceeding 30 business days (and which may be taken in one or more periods) in any one-year. Employees who are donating their bone marrow to another person may take a leave of absence not exceeding 5 business days (and which may be taken in one or more periods) in any one year.

Requests for leave should be made in writing as far in advance as possible. You must provide a written medical certification from your health care provider to ASUREA that shows that you are a bone marrow or organ donor and that there is a medical necessity for the donation.

Bone Marrow and Organ Donation leave is a paid leave, however you are required to use up to 5 days of accrued but unused PTO for bone marrow donation, and up to 2 weeks of accrued but unused PTO for organ donation.

For the duration of a Bone Marrow or Organ Donation leave of absence health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from the start of the leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

When you are ready to return to work after a Bone Marrow or Organ Donation leave, you must provide certification from your medical care provider that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. Except as otherwise allowed by law, you are entitled, upon return from leave, to be reinstated in the position you held before the Bone Marrow or Organ Donation leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

Civil Air Patrol Leave

Employees who volunteer for the California Wing of the Civil Air Patrol are allowed up to ten days of unpaid leave each year. This leave covers employees who are needed to respond to an emergency operational mission who have been employed by the company for at least 90 days immediately preceding the requested leave. The company reserves the right to verify the need for the leave with the Air Patrol.

Domestic Violence and Sexual Assault Victim Leave

ASUREA takes threats and actions of domestic abuse and sexual assault against our employees very seriously, and wants employees to feel free to obtain services to keep themselves and their dependents safe.

At any time you need to be absent from work because you have been a victim of domestic violence or sexual assault, and you need to take time off to ensure your safety, seek medical treatment, or receive counseling as a result of domestic violence or sexual assault, please let your manager or the Human
Resources know immediately. Your privacy will be protected to the greatest extent possible. You may use accrued PTO in lieu of unpaid time off for these purposes.

**FMLA (Family Medical Leave Act for all employees) and CFRA (California Family Rights Act for CA employees)**

**Eligibility and Terms of the Leave**

If you have worked at least 12 months and for at least 1250 hours in the previous twelve (12) months and work at a worksite where the employer employs 50 or more employees either at the worksite or within 75 road miles of the worksite you will be eligible to take a family care and medical leave of absence under the Family and Medical Leave Act ("FMLA") ("FMLA leave") and the California Family Rights Act of up to twelve (12) workweeks in a 12-month period. ASUREA uses the Rolling Year for calculation of FMLA/CFRA. A "rolling" 12-month period measured backward from the date an employee uses any family leave. Each time an employee takes family leave, the remaining leave entitlement is any balance of the 12 workweeks not used during the immediately preceding 12 months.

If eligible, you may take an FMLA/CFRA leave for any one of the following reasons:

1. The birth of a child, in order to care for the child;
2. The placement of a child with you for adoption or foster care;
3. To care for your child, parent, domestic partner, or spouse who has a serious health condition;
4. To care for your own serious health condition;
5. Because of an "exigency" due to the employee's spouse, son, daughter, or parent who is on active duty in the Armed Forces, Reserve, or National Guard in support of a contingency operation; (FMLA Only)
6. To care for a spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty. You will be eligible for up to 26 weeks of leave in a single (12) month period to care for injured service member for up to five years after discharge. (FMLA Only)

If the FMLA/CFRA leave is needed for a foreseeable planned medical procedure, ASUREA will work with you to schedule the procedure so as not to unduly disrupt ASUREA operations, subject to the approval of the medical care provider. Leave to care for a newborn or a newly placed child must be concluded within one (1) year of the birth or placement of the child. Where both parents are employed by ASUREA, the two parents are entitled to a combined total of twelve (12) workweeks of FMLA/CFRA leave in order to care for the newborn child or newly placed child.

**Applying for Leave**

If possible, you should give at least thirty (30) days notice before beginning an FMLA/CFRA leave. This notice must include a written certification from a medical care provider which includes the following information:

1. The date on which the serious health condition began;
2. The probable duration of the condition;
3. The leave if it is for the care of your child, parent, or spouse, the estimated amount of time the medical care provider believes you need in order to care for the child, parent, or spouse and a statement that the serious health condition warrants the participation of a family member.

4. If the leave is for you, a statement by your medical care provider that you are unable to perform one (1) or more of the essential functions of the job, due to your serious health condition.

Return to Work
When you are ready to return to work after an FMLA/CFRA leave, you must provide certification from your medical care provider that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. Except as otherwise allowed by law, you are entitled, upon return from leave, to be reinstated in the position you held before the FMLA/CFRA leave, or to be placed in a comparable position with comparable benefits, pay, and terms and conditions of employment.

Integration with Other Benefits
FMLA/CFRA leave is unpaid. You are required to use accrued PTO for all FMLA/CFRA leaves except for disability caused by pregnancy. If you take an FMLA leave due to a disability caused by pregnancy, you may not be required to use accrued PTO, but may choose to do so. You are required to use accrued PTO for FMLA/CFRA leaves for your own condition. You may elect to use up to half of the sick leave you accrue on an annual basis for FMLA/CFRA leaves for illnesses of your child, parent or spouse. If you will be receiving State Disability or Paid Family Leave benefits during your leave, you may elect to use accrued PTO. PTO will supplement any State Disability or Paid Family Leave benefits. ASUREA will maintain the group medical benefits during an FMLA/CFRA leave as may be required by law. However, ASUREA may recover any premium it has paid for maintaining group medical care coverage during any unpaid part of the FMLA/CFRA leave if you fail to return from the leave, provided that the failure to return is for a reason other than the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond your control. You will not accrue PTO nor be paid for holidays, during FMLA/CFRA leave. You should make a “reasonable effort” to schedule such leave so as not to disrupt unduly ASUREA’s operations.

Relationship with Pregnancy Disability Leave
The provisions of this FMLA leave policy are separate and distinct from those of the pregnancy disability leave to which you may also be entitled. Leave because of the employee’s disability for pregnancy, childbirth or related medical condition is not counted as time used under CFRA. However, time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under FMLA. Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on FMLA that runs at the same time as their pregnancy disability leave (PDL). Once the pregnant employee is no longer disabled, or once the employee has exhausted PDL and has given birth she 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 (for birth/placement of a child) of less than two weeks’ duration on any two occasions. Any leave taken must be concluded within one year of the birth or placement of the child with the employee. During CFRA leaves you are required to use any accrued PTO. PTO will supplement any Paid Family Leave wage replacement benefits you may received during your leave.

For the duration of your FMLA or CFRA leave, health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued for a maximum period of 12 weeks from
the start of the leave. This obligation begins on the date leave first begins under FMLA/CFRA or FMLA/PDL. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

**Jury Duty or Witness Leave**

ASUREA encourages employees to serve on jury duty when called. Employees who have completed one (1) full year of continuous service will receive full pay while serving up to three (3) days of jury duty. During this three (3)-day period of paid jury duty, any checks received by you from the court for your jury duty should be endorsed back to the company. After the initial three (3) days of jury duty, the time off generally will be unpaid and any mileage allowance, fees, etc. paid by the court for jury service may be retained by the employee. We will comply with federal and state requirements on pay for exempt employees.

You must show the jury duty or witness summons to your manager as soon as possible so that arrangements can be made to cover your absence. Of course, you are expected to report for work whenever the court schedule permits. If you are called for jury duty during a particularly busy time, we may ask you to request the court to postpone the mandatory jury duty to a more convenient time for us. You retain all fees paid for appearing, plus transportation reimbursements received, if any.

You may be requested to provide written verification from the court clerk of having served.

**Military Leave**

If you wish to serve in the military and take military leave you should contact Human Resources for information about your 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.

**Military Spouse Leave**

If your spouse is on leave from active military service, you may be eligible for 10 days of unpaid leave. Employees who work an average of 20 hours per week and have a spouse who is deployed during a period of military conflict are eligible for this leave. In order to determine whether you are eligible for leave, please contact Human Resources within two days of receiving official notice that your spouse will be on leave from deployment. You must submit written documentation certifying that you spouse will be on leave from deployment during the time the leave is requested.
Pregnancy Disability Leave for California Employees

Eligibility and Terms of Leave
California based female employees are entitled to an unpaid Pregnancy Disability Leave (PDL) during the time they are disabled due to pregnancy, childbirth, or related medical conditions. This leave will be for the period of disability, up to four months or 17 1/3 workweeks. You are “disabled by pregnancy” if you are unable because of pregnancy to work at all, or are unable to perform the essential functions of your job, or to perform these functions without undue risk to successful completion of your pregnancy, or to other persons.

Leave may be taken intermittently or on a reduced work schedule when medically advisable, as determined by your medical care provider. Medical certification is required, and the length of Pregnancy Disability Leave will depend on the medical necessity for the leave. If you need intermittent leave or leave on a reduced schedule, ASUREA may require you to transfer, during the period of the intermittent or reduced schedule leave, to an available alternative position for which you are qualified and which better accommodates your recurring periods of leave. Transfer to an alternative position may include altering an existing job to better accommodate your need for intermittent leave or a reduced work schedule.

Applying For Leave
If possible, you should give at least 30 days notice requesting a pregnancy-related leave. This notice must provide and include the expected date on which the leave will begin, written certification from your medical care provider stating the anticipated delivery date and the duration of the leave. Any request for a leave of absence after disability has ended will be treated as a request for family care leave which will run consecutively with pregnancy disability leave.

Return to Work
Before returning to work, you must provide a release from your medical care provider certifying that you are able to safely perform all of the essential functions of your position with or without reasonable accommodation. ASUREA will reinstate you to your position unless:

1. Your job has ceased to exist for legitimate business reasons;
2. Your job could not be kept open or filled by a temporary employee without substantially undermining ASUREA’s ability to operate safely and efficiently;
3. You have directly or indirectly indicated your intention not to return;
4. You are no longer able to perform the essential functions of the job with or without reasonable accommodation;
5. You have exceeded the length of the approved leave; or
6. You are no longer qualified for the job.

If ASUREA cannot reinstate you to the position you held before the pregnancy disability leave began, ASUREA will offer you a comparable position, provided that a comparable position exists and is available, and provided that filling the available position would not substantially undermine ASUREA’s ability to operate safely and efficiently.
Integration with Other Benefits
A pregnancy disability leave is unpaid, you may elect to use accrued PTO during the leave. PTO will supplement any State Disability Insurance benefits. ASUREA will maintain group medical benefits during a pregnancy disability leave as required by law. No additional PTO or holiday pay will accrue during the leave. You may also, however, be eligible for short term disability benefits.

Continuation of Medical Benefits
For the duration of your PDL leave of absence, health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued for the duration of your pregnancy disability leave. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

School Activities and Day Care Leave
An employee who is the parent or guardian of a child enrolled in a licensed child day care facility or in kindergarten through grade 12 may take up to 40 hours per year off of work to visit the child's facility or school. You must use PTO for the visits, and may be asked to provide documentation from the facility or school verifying the date and time of your visits.

School Appearance Leave
If you are the parent or guardian of a child who has been suspended from school and you receive a notice from your child's school requesting that you attend a portion of a school day in the child's classroom, you may take unpaid time to appear at the school, unless you use accrued PTO. Before your planned absence, you must give reasonable notice to your manager that you have been requested to appear by your child's school.

Time Off for Victims of a Violent or Serious Crime
Under certain circumstances, employees who are victims of serious crimes may take time off work to participate in judicial proceedings. Qualified family members of such crime victims may also be eligible to take time off from work to participate in judicial proceedings. The law defines a serious crime to include violent or serious felonies, such as felonies involving theft or embezzlement, crimes involving vehicular manslaughter while intoxicated, child abuse, physical abuse of an elder or dependent adult, stalking, solicitation for murder, hit-and-run causing death or injury, driving under the influence causing injury, and sexual assault. When possible, you must provide us with advance notice of the need for the time off. Your privacy will be protected to the greatest extent possible. Time away from work for non-exempt employees will be without pay, unless the employee wishes to use their accrued PTO to cover the period of absence.
Time Off to Vote

If you do not have sufficient time outside of working hours to vote in a California statewide election, you may, without loss of pay, take off up to two hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows the most free time for voting and the least time off from working, unless otherwise mutually agreed. You must notify us at least two working days in advance to arrange a voting time.

Volunteer Emergency Duty Leave

ASUREA will allow unpaid time off to employees who perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Additionally, emergency rescue personnel (paid and volunteer) are eligible to take up to 14 days per calendar year of leave for fire, law enforcement or emergency rescue training. If you are a volunteer firefighter, or perform other emergency personnel duties, please alert your manager so that he or she may be aware of the fact that you may have to take time off for emergency duty. When possible, you must provide us with advance notice of the need for the time off. Time away from work will be without pay, unless you wish to use your accrued PTO to cover the period of absence.

Workers' Compensation Leave

You must report all accidents, injuries and illnesses occurring on the job, no matter how small, to your manager immediately.

ASUREA carries workers’ compensation insurance coverage to protect employees who are injured on the job. If you are injured at work and are temporarily unable to perform your usual and customary work, you may be eligible to receive worker’s compensation benefits. You must provide ASUREA with the certification from a recognized medical professional confirming the necessity of the leave within 5 days after the leave begins.

The leave will continue until (1) a recognized medical professional certifies that you are capable of resuming all of the duties of your former position, with or without reasonable accommodation; (2) you are released with temporary work restrictions and we are able to provide a temporary modified position; (3) you resign, quit, accept employment with another business, refuse to return to work after being released for full or partial work, or otherwise indicate that you are not going to return to work.

If you are injured in a work related incident you will be referred to the medical facility(ies) that we have designated for medical treatment, unless prior to a work related injury we have received pre-designation of your physician election. The law requires that we notify the workers’ compensation insurance company of any concerns of false or fraudulent claims.
If you are on a workers’ compensation leave which exceeds 30 days you must update the company on at least a monthly basis and provide information concerning your health status, anticipated date of return to work and continued intent to return to work. FAILURE TO COMPLY WITH THIS REPORTING REQUIREMENT COULD RESULT IN THE DENIAL OF WORKERS’ COMPENSATION BENEFITS. Workers’ compensation disability leave is unpaid, but you may apply accrued PTO to the workers' compensation disability leave. Accrued PTO will supplement any workers’ compensation or other wage benefits you receive. We will maintain your group health benefits during the period of leave as may be required by law.

For the duration of your workers’ compensation leave of absence health and life insurance benefits ordinarily provided by ASUREA, and for which you are otherwise eligible, will be continued until the last day of the month in which the leave begins. During this time, you will be required to contribute your portion of the premium on the same basis as you would have been required during your normal working relationship, including payment of any premium for the dependent coverage you have elected.

If you wish to continue these benefits you may do so by electing to continue the benefit through the COBRA provisions, and by paying the applicable premiums.

You will not accrue PTO while you are on a workers’ compensation leave.

**Return to Work Policy**

ASUREA is committed to returning injured employees to modified or alternative work as soon after a work related injury as possible. Temporarily modifying your job or providing you with an alternative position will do this. Your medical condition along with any limitations or restrictions given by the attending physician will be considered as a priority when identifying the modified/alternative position.

The program is intended to provide our employees with an opportunity to continue as valuable members of our team while recovering from a work related injury. We want to minimize any adverse effects of an ongoing disability on our employees. This program is intended to promote speedy recovery, while keeping the employees’ work patterns and income consistent. At the same time, we benefit from having our employees providing a service and contributing to the overall productivity of our business.

You may return to work only after you provide the company with a release to work from your physician. If you have been released without limitation, or are capable of performing the essential functions of your job with reasonable accommodation, you will be offered the same position you held prior to the leave, unless that job no longer exists or has been filled in order for the company to operate safely and efficiently. In this event, you will be offered a substantially similar position if one is available. If we receive medical evidence that you will be permanently unable to resume safely all of the essential functions of your job, with or without reasonable accommodation, and if reassignment to a vacant position is not possible, your employment will be terminated.
Workers' Compensation and FMLA/CFRA

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family medical leave under state and federal law (Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA)), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of 12 weeks in a 12-month period calendar year.
Employee Safety Training
## EMPLOYEE SAFETY TRAINING
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Prepared by HR to Go, Inc  
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www.HRtoGo.com
Introduction

TO ASUREA’S INJURY AND ILLNESS PREVENTION PROGRAM

I am pleased to welcome you to the staff of ASUREA. We hope that your decision to join our firm will be interesting, rewarding and a safe experience.

My name is Christine Rever, and I am the designated Responsible Safety Officer of ASUREA. It is my responsibility to inform all employees about our safety and injury prevention program, as desired by the company and required by Cal/OSHA, directive SB 198. I am also required to keep everyone abreast of the latest Cal/OSHA requirements and guidelines.

ASUREA considers accident prevention to be of primary importance in the administration and operation of our company. We will maintain an Injury and Illness Prevention Program conforming to the best practices of a company.

To be successful, our program must incorporate the proper attitudes towards injury and illness prevention on the part of both managers and employees. Injury and illness prevention also requires cooperation in all safety matters, not only between managers, but also between each employee and his or her co-workers. Only through such a cooperative effort can a safety program be established and preserved in the best interest of all. Cooperation and support with our safety program is expected.

Please carefully read the following comments and if there are any questions, do not hesitate to contact me, a management representative, or Human Resources.

We have been classified as being in a “non-high hazard” working environment; therefore, our programs are simple and self-governing.

The health and safety training programs for all employees in general will be accomplished in part by:

1. Initial training for all current employees upon the establishment of the safety program on June 1, 2010.
2. Giving all employees access to a copy of the Illness and Injury Prevention Program.
3. Personnel instruction by your manager whenever necessary or appropriate.

General Safety

Health & Safety Responsibilities

Safety is everyone’s responsibility. If any potential safety hazard is observed or detected, it should be reported immediately to the Responsible Safety Officer, Christine Rever. Once reported, the Responsible Safety Officer will inspect the area or item in question and will initiate corrective actions immediately. If the problem or condition is of a structural nature, such as a hole in the carpet or exposed electrical wiring, qualified technicians will be contracted for immediate repairs. If the problem or condition is that of a general nature, such as obstruction, wet floors, blocked doors, tripping hazards, etc., it will be immediately corrected with in-house personnel.
The First Step
The first step in preventing injury in the workplace is to understand what hazards exist and to learn how to avoid accidents as a result of their presence. In the office there are a few hazards, which are common to this kind of environment; faulty chairs, filing cabinets, fire, driving, and bad traffic patterns. The following pages of this training will identify the danger each of the above hazards present and offer suggestions for avoiding injury.

Injury Prevention Program
Due to the nature of our working environment, potential hazards can easily be identified by anyone. The most common hazards that we would normally encounter would be:

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<tr>
<td>• Improper lifting</td>
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<td>• Improper use of basic office equipment</td>
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<td>• Slips, trips &amp; falls</td>
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<td>• Burns (hot water from coffee makers)</td>
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<td>• Cuts and lacerations</td>
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Housekeeping
Neatness and good housekeeping are signs of efficiency. You are expected to keep your work area neat and orderly at all times. It is a required safety precaution.

- If you spill a liquid, clean it up immediately. Do not leave materials or other objects on the floor, which may cause others to trip or fall. Keep aisles, exits, electrical panels, fire extinguishers, and doorways clear at all times.

- Easily accessible trash receptacles and recycling containers are located throughout the building. Please put all litter and recyclable materials in the appropriate receptacles and containers. Always be aware of good health and safety standards, including fire and loss prevention.

- To prevent slips and tripping, clean up spills and pick up debris immediately.

- Keep aisles, work places clean, clear and well lighted. Walk, don't run. Watch your step.

Please report anything that needs repairing or replacing to your manager immediately.

Cigarette & Cigar Smoke
There is currently no doubt that smoke ingested from other people’s cigarettes is just as dangerous to you as if you were the smoker. Our facility prohibits smoking. The designated smoking area is outside.
of the building, and at least 25 feet away. Proper precautions as to the disposal of cigarettes in a fire-proof receptacle are a must. Do not hesitate to report any instance of smoking in forbidden areas to your manager. If you smoke, you know the hazard to your health, but you must also consider the danger to others. Smoking in an enclosed area, such as a restroom, does not decrease the danger. If anything, it increases it. The small enclosure creates a higher concentration of smoke, and the paper products in the area make it a fire hazard.

**Electrical Hazards**

Don't let electricity shock you! The same electricity that powers so many work-saving appliances can be deadly, unless you treat it with respect. Cuts or bruises, and even serious and sometimes fatal falls, have resulted from otherwise insignificant shocks. Unplug cords properly by grasping the plug (not the cord) and pulling. Report defective plugs, as well as frayed, worn or broken cords to your manager. Don't overload circuits by inserting too many plugs into a single outlet. This could cause an electrical fire. Check ground connections on all electrical appliances. Equipment should be grounded with a three-prong plug or a separate ground wire. Be sure your hands are dry and your feet aren't in contact with any water whenever you operate electrical appliances. Clean equipment only after you've turned off the switch and pulled the plug. All exposed wiring or cords will be repaired or replaced promptly. Electrical cords and wires must be set up so they do not pose a tripping hazard.

**Emergency Room Treatment**

If for any reason you must take an employee to an Emergency Room, contact your Manager. If it extremely serious or a life threatening emergency, call 911 immediately.

**In the Event of an Emergency**

Office floor plans have been posted throughout the building. These floor plans reveal the quickest and safest exit routes from all locations within the office. It is recommended that you familiarize yourself with the exit route closest to your work area. Successful evacuations are dependent on cooperation and trust. Panic is a catalyst and must be controlled. The basic rules on evacuation are:

1. Don't panic.
2. Know the recommended exit routes.
3. Follow instructions of safety or emergency personnel.
4. Help your fellow employee when necessary.
5. Don't try to be a hero by endangering yourself or a fellow employee.

**Medical Emergency Action Procedures**

Use this guide to assist in proper assessment at the time of an accident to reduce unnecessary cost, disability or death.

**Emergency**  
A life-threatening situation such as cardio-respiratory arrest, amputation, extensive trauma, coma and crushing injuries.

**Procedure**  
Assess patient’s condition, call paramedics and physician.
Urgent
Illness or injury, early medical attention such as simple fractures and minor wounds.

Procedure
Transport victim to medical facility.

Non-Emergency
Disorders, like common illness discomfort, occupational disease, sprain, strain, bruise, abrasion, etc.

Procedure
Make an appointment with the company clinic and send the employee.

Fire Prevention
If you are notified of a fire, follow the instructions given by management or members of your safety team who will be able to direct you in what actions to take.

Potential fire hazards include:
- **Smoking In The Workplace** - The company intends to control this potential hazard through its smoking policy.
- **Coffee Pots, Microwave Ovens, Toaster Ovens** - All such appliances must be kept clean. Do not leave coffee pots on when not in use or overnight. Do not leave microwave ovens, toaster ovens and other such appliances unattended when in use.
- **Poor Housekeeping** - All combustible scrap, debris and waste must be stored safely in suitable containers and removed from work areas promptly.

All employees are responsible for eliminating fire hazards and reporting such hazards to their Responsible Safety Officer. The Responsible Safety Officer is responsible for ensuring compliance and maintenance of all fire prevention equipment and systems. He or she has the names and telephone numbers for all persons to contact for maintenance of systems and equipment installed to prevent fires.

Steps to Follow in the Event of a Fire
1. Immediately notify the Fire Department at 911. Give the following information.
   a. Address – **ASUREA**, 6939 Sunrise Boulevard, Suite 107, Citrus Heights, CA 95610
   b. Floor - 1
   c. Your name
   d. Location of fire on floor, if possible
2. Notify the receptionist that emergency personnel have been summoned.
3. Close doors around fire area and pull the EMERGENCY FIRE ALARM closest to area.
4. If safe to do so, attempt to extinguish small controllable fires. Smother wastebasket fires.

5. Notify your Responsible Safety Officer.

6. Prepare to evacuate to your designated meeting place.

7. If necessary to evacuate the office, DO NOT OPEN DOORS THAT ARE HOT.

8. Proceed to designated meeting place. Do not return for personal articles. Remain at the designated meeting place until further notice.

9. If it is necessary to evacuate the building, Relocate far enough away from the building where you will not interfere with emergency personnel and will be safe from falling debris.

10. Do not re-enter the office or building until advised by the Fire Department or management.

11. Follow instructions of your Responsible Safety Officer and Fire Department Personnel.

**Bomb Threats**

In today’s society, violent threats are an unfortunate reality. This section covers not only telephone bomb threats but also how to deal with any suspicious letters or parcels, which you think might be a bomb.

If you receive a bomb threat by telephone, **remain calm**. Try to get as much information from the caller as possible, such as detonation time, location, kind and size of device, reason placed, etc. If you receive a bomb threat by mail, save any and all paper or envelopes that come with the note. Handle them as little as possible so they can be used to trace the threat.

1. Immediately notify a manager in the immediate area.

2. Immediately notify the Police Department/Bomb Squad at 911.

3. Immediately notify the receptionist.

**NOTE:** All staff should be instructed to remain where they are pending instructions from company management and/or the Responsible Safety Officer.

Designated management will advise all tenants in the building of the threat and will inform them of the location given for the device, if any.

Designated management will not order an evacuation of the building unless ordered to do so by the Authorities. Unless specifically ordered not to do so, the decision to evacuate the premises may be made by senior management.
If advised to relocate or evacuate the premises, relocate at least 100 feet away from windows to be away from breaking glass.

If the threat is considered to be serious (i.e., not a hoax), a decision to search the floor will most likely be made. The authorities may request that Senior Management for the company help coordinate the search.

Having staff remain at their desk will assist in identifying personal belongings so as to speed up the search for the potential bomb. If you are part of the search team, you should **visually search only** stairwells, bathrooms, ashtrays, garbage cans, ceilings (for disturbed tiles), under desks, in closets or any other place where the bomb might have been left. Employees should also be asked if they noticed any strange individuals or maintenance and/or other workers on their floor. Occasionally, bombers pose as maintenance and/or other workers in order to gain access to place a bomb.

Building Management will search the common areas and building exterior for suspicious packages. Two-Way radios should not be used in any searches because radio waves may cause a device to detonate.

If a suspicious device is found, **DO NOT ATTEMPT TO MOVE IT OR TOUCH IT.** Inform the authorities and Senior Management immediately. Relocate from the immediate area, and close the doors to the area.

If Building Management has ordered an evacuation at the request of authorities, then Building Management will notify tenants outside the building when they have received an all clear from the police.

**First Aid Kits**
A first aid kit is available in the kitchen to treat minor injuries. Please note any items that you remove on the log inside of the first aid kit to help us with the required record keeping and inventory control.

**IMPORTANT NOTE:** If you require medical attention outside of basic first aid, please contact a manager immediately.

**Artificial Respiration**
When an accident victim stops breathing it is one of the most urgent emergencies. Immediate action is necessary to save a life. In the case of a person not breathing take the following action:

1) **Look for chest movement**
   - LISTEN for breathing
   - FEEL for breath on your cheek
   - If no breathing go to Step 2

2) **Tilt head back** to open air passage

3) **Lift jaw up** to keep tongue out of air passage

4) **Look for chest movement**
   - LISTEN for breathing
   - FEEL for breath on your cheek
If no breathing go to Step 5

5) **If no breathing**, start artificial respiration immediately
   - Pinch victim’s nostrils
   - Keep your head well back
   - Place your mouth over victim’s mouth
   - Give 2 slow full breaths
   - Continue on with breath every 5 seconds, until victim breaths normally or medical help takes over.

6) **Listen** for snoring and gurgling – signs of throat obstruction. If present, turn head, clear mouth, resume artificial respiration.

**Using a Cell Phone While Driving**
Effective July 1, 2008, California law limits the use of cell phones while driving to those having hands-free operation.

This law provides that, it is illegal to drive a motor vehicle while using a wireless telephone, unless that telephone is designed and configured to allow hands-free listening and talking operation, and is used in that manner while driving.

Use of a hands-free cell phone is required while driving on company business. An option is that you pull over while driving to place or receive calls on your cellular phones. There is a great potential for harm to you and to others if this policy is violated.

Never take notes when driving and always end the conversation when you are negotiating heavy traffic or hazardous road conditions. Never engage in stressful or emotional conversations while driving. The higher the stress level of the call, the more danger you are in.

**Defensive Driving**
Safety rules need to be adhered to while driving for company business. Defensive driving is the continual act of being on guard for, and defending against, the dangerous actions of other drivers. Here are some helpful tips to keep you out of harm's way.
   - Don't take traffic problems personally.
   - Avoid eye contact with an aggressive driver.
   - Tapping your brakes to warn other drivers to quit tailgating is another action that motorists find hostile, because you have intentionally jeopardized the safety of the person behind you.
   - Always signal before changing lanes and remember to turn off your signal once you have changed lanes.
   - Multitasking at the wheel doesn't work, especially in 5 o'clock traffic. Don’t put on makeup, talk on the cell phone, read the paper, or take notes while driving.
   - Don't make obscene gestures.
   - Allow a safe distance between you and the car in front of you.
- Keep headlights on low beam, except where unlighted conditions call for high beams. When oncoming traffic approaches dim your lights; don’t “get even” with oncoming traffic by using your high beams.
- When traffic allows, move out of the right-hand acceleration lane of a freeway to allow cars to enter from the on-ramps.
- Pull over to the shoulder of the road and allow cars to pass if you are pulling a trailer or driving a cumbersome vehicle that backs up traffic.
- Use your horn sparingly (even the polite honk can be misinterpreted).
- Stay out of the left lane, which is reserved for faster traffic and yield to the right for any cars that are trying to pass you. Don’t try to prevent other cars from passing you.
- If an enraged driver tries to provoke you, do not make eye contact. This can be interpreted as a challenging action and push the other driver over the edge into violent behavior.
- If a motorist tries to follow you do not go to your home.

Traffic is a cooperative activity. When you behave cooperatively, you get repaid in kind. If you're aggressive, you trigger in others a natural instinct to fight back and drivers will often try to thwart your progress (not let you into a lane of traffic, for example). If you're diplomatic, you will be able to move through traffic with amazing ease. Sometimes drivers will go out of their way to help you.

**Weapons & Workplace Violence**

Violence in the workplace is becoming an everyday occurrence. ASUREA believes that because of this, it is important to establish a clear policy that addresses weapons in the workplace. Do not enter the company property carrying a handgun, firearm, knife, or other prohibited weapon of any kind even if you are licensed to carry the weapon. Further, violence or suggested violence towards another employee is prohibited. Sometimes we get caught up in joking around with someone about, “I am going to kill you for that,” or “You better watch your back,” but these harmless jokes carry a lot of weight with us. Any person who engages in a threat or violent action on company property, or exhibits behavior that is offensive, threatening, or intimidating, may be removed from the premises as quickly as safety permits. In addition, they may be required, at the company’s discretion, to remain off company premises pending the outcome of an investigation of the incident. Any employee disregarding this policy will be subject to immediate termination.

**Safe Lifting**

Safe lifting is always important. If you have ever “thrown out” your back while doing a seemingly simple lift—moving a crate, lifting a piece of furniture, carrying a file box to the office—you know the importance firsthand of safe lifting. Safe lifting means keeping your back aligned while you lift, maintaining your center of balance, and letting the strong muscles in your legs do the actual lifting. By using the following techniques, you can learn how to lift safely and save your back from accidental strain and injury

(1) **Tuck Your Pelvis** - By tightening your stomach muscles, you can tuck your pelvis, which will help your back stay in balance while you lift.

(2) **“Hug” the Load** - Try to hold the object you're lifting as close to your body as possible, as you gradually straighten your legs to a standing position.
(3) **Bend Your Knees** - Bend at your knees instead of at your waist. This helps you keep your center of balance and lets the strong muscles in your legs do the lifting.

(4) **Avoid Twisting** - Twisting can overload your spine and lead to serious injury. Make sure your feet, knees, and torso are pointed in the same direction when lifting.

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**Back, Neck & Shoulder Problems**

Sitting in one position for a long time can be a contributor to back problems, since this causes back muscles to stiffen. Typical workday tension can lodge in the back, neck and shoulder muscles predisposing them to aching spasms. The most obvious antidote is to get up and move around a couple of times an hour if you can. Taking a short walk is even better, because it takes pressure off ligaments that have been forced to hold a single position. If you tend to be tied to your desk, however, you may want to invest in an ergonomically designed office chair, custom-made to support the length of your back comfortably, and take it with you wherever you are stationed. These are custom-made to support the length of your back comfortably. Another option is a lower-back-supporter pillow. If you suffer from neck and shoulder strain because you’re frequently on the phone, especially if you hold the receiver in the crook of your neck, consider getting a speakerphone or a phone headset, which allows you to keep your head upright even while writing. Certainly the very best preventive strategy for back trouble is a regular exercise program that focuses on strengthening the spine-supporting muscles.

There are stretches you can do in the office to help relieve some of the pain and tension. Consider trying the following when you feel a twinge, just a few repetitions of each:

- **Forward Bend**: Sit at the edge of your chair with feet apart on the floor. Drop your head and slowly curl your spine forward until your head is between your knees. Take a few deep breaths and slowly roll back.

- **Shoulder Stretch**: Stand straight. Clasp your hands behind your back and raise them toward the ceiling as far as you comfortably can. Lower and return your arms to your sides.

- **Neck Rolls**: Drop your chin to your chest and slowly roll your head in a continuous semicircle from one shoulder to the other (do not drop your head back).

- **Lower-back Relaxer**: (You’ll want to close the door for this one.) Lie on the floor on your back and bring your knees up to your chest for several seconds.

Being able to get even a little relief during the day can help ensure that you will not be courting chronic back, neck and shoulder problems. Another cause of back and arm injuries is improper lifting of items. Often administrative staff will pick up a piece of equipment or a stack of files that is extremely heavy and move them to another location simply because the items are in the way or are needed elsewhere in the office. We have one word for you regarding this: **Don’t**.
When it is necessary to move files, either take smaller stacks and make several trips, or ask your manager to have the items moved to the other location. When equipment must be moved, ask your manager how she or he wants it handled. The danger that you will do injury to your back or arms in the process of taking on a task like this is not only a negative for you, but for the office as well. An injured worker out of commission is not an asset to the office.

**Working Late (or Early)**
With today's increased workloads, more people are using early morning or after-hours time to catch up. This requires extra attention to office safety. Here are some safety tips:

- Attach a sticker to your telephone listing the numbers of building security and the police and fire department.
- Turn on the lights in main areas and in a few other offices to give the impression that more people are around.
- If you encounter someone who looks or acts suspicious, don't hesitate to call your manager. Don’t worry about bothering them; the company encourages and appreciates such calls.

In addition to the above, you should always advise your manager and obtain permission to work at times other than regular office hours. There are other considerations that must be addressed in addition to safety.

**Workers’ Compensation Insurance**
All company employees are protected by Workers’ compensation insurance to cover the costs and effects if you are injured on the job. To ensure payment of proper benefits, however, you must first report any on-the-job injury to the RSO or Human Resources. Use the entitled form “Employee/Manager Incident Report.” California law requires that you notify the company *immediately* when you’ve been injured.

**Material Safety Data Sheets (MSDS)**
The purpose of the MSDS:

The law says that workers have a right to know about the hazards of materials, substances, and wastes they may come into contact with in the workplace. Rules governing “employees’ rights to know” are included in OSHA’s Hazard Communication Standard (HazCom).

These rules say that MSDSs on hazardous chemicals must be developed by chemical manufacturers and distributors. Copies of the MSDS for each hazardous chemical used in the workplace must be kept in the workplace and made available to any employee who asks to see it. This rule assures that any employee can be fully informed about a chemical’s hazards.

The Material Safety Data Sheet has been called “the Key to Hazard Communication Standard.” That’s because the MSDS is the one document that clearly spells out:

- The identity and characteristics of hazardous chemicals
The types of hazards they might present
The potential adverse effects of exposure
How workers can protect themselves from exposure
What to do in case of exposure or in an emergency

Note that chemical labels also provide some of this information, but usually are not as complete and comprehensive as MSDSs. Therefore, only knowing about labels is not enough to satisfy OSHA’s HazCom requirements. Workers also must understand how to read a MSDS.

Step by Step Guide to the MSDS
The law does not require that all MSDSs look alike, as long as they contain all the required information that can be easily read and understood. However, most chemical manufacturers use a standard MSDS form with eight sections that provide the following information:

- **Section 1:** Identity - The name of the chemical, the manufacturer, and how to contact the manufacturer.
- **Section 2:** Hazardous Ingredients - The specific ingredients that are hazardous, along with limits to exposure required by law. For example, the permissible exposure limit or “PEL” is commonly included in this section.
- **Section 3:** Physical and Chemical Characteristics – Describes what the chemical normally looks like and smells like, what hazards it may present (such as give off vapors, dissolve, etc.) and conditions under which it may change (such as boiling, melting, evaporation, etc.). This information helps warn of hazards that might be hard to see or recognize.
- **Section 4:** Fire and Explosion Data - Tells about the conditions in which the chemical might catch fire or explode, along with how to fight fires involving this chemical.
- **Section 5:** Reactivity Data - Tells what could happen if the chemical comes into contact or is mixed with other substances, and conditions to avoid in order to prevent adverse chemical reaction.
- **Section 6:** Health Hazard Data - Describes how the chemical might enter the body (such as inhaling, ingesting, or skin contact), and the possible effects and symptoms of exposure.
- **Section 7:** Precautions - What to do in case of a spill, how to dispose of waste and how to handle and store the chemical safely.
- **Section 8:** Control Measures - Tells how to limit or prevent exposure, including the appropriate personal protective equipment and other measures, such as ventilation and personal hygiene.

Making the Most of a MSDS
Some of the information included on a MSDS appears to be highly technical - something that only a chemist would understand. Terms such as “flash point,” “vapor density,” and “permissible exposure limit” may not mean much to most people. But the meaning of terms like these is important for the purpose of identifying hazards and protecting against them.

At a minimum, employees should know that if they don’t understand something they read on a MSDS, they should ask a manager or someone else who can give them the answer.

Conclusion
Exposure to hazardous chemicals can present very serious hazards to employees’ health and safety. Employees must understand that the MSDS is the single most comprehensive source of information, and a responsibility to know what it means and follow the requirements that are meant to prevent accidents, injuries, and illnesses. Finally, they must know how to access the MSDS for each chemical they work with, and then use them to protect themselves and others.

**Safety in the Office**

**Chairs**

One of the largest causes of accidents in the office is the chair. Most office chairs are on rollers. If one is not paying attention to the way in which the chair is used, serious injury can result. The chair may be working as it should, yet be the cause of a fall or a twisted ankle or back. This can happen because the person is using it in a careless manner, sits without looking at the position of the chair, or is not using his/her hands to control its movement. Faulty chairs can be another hazard. The pedestal upon which most office chairs are mounted has a useful life of approximately three years. Fractures can occur in the mountings and other areas, which are under stress when the chair is in use. A thorough examination of your chair every six months or so is a good safety measure and takes only a few minutes. Promptly report any observed defect to your manager.

Another problem with chairs is using one that does not support your back and upper legs properly and cannot be adjusted to do so. Lower back pain is often the result of long hours of sitting in an improperly adjusted chair. When you are first assigned your workstation, take the time to test the chair in its various adjusted positions.

**Lighting and Computer Monitors**

There is increasing evidence that long days at the computer staring at a screen can result in serious eye damage. Be sure that your video display terminal is two feet away at 20 degrees below eye level. A glare filter over your computer screen will assist greatly in cutting down eyestrain during lengthy sessions at the computer. Your computer monitor may already have this feature built-in. Another culprit is badly designed lighting in the office. Preferred lighting is, of course, daylight, but it is not always possible given the design of offices and their location in relation to windows. Incandescent lighting is preferable to fluorescent lights and should be used if at all possible. If copy work is the norm, a direct light on the copy helps prevent eyestrain. Pay attention to shadows and arrange your workstation so that copy is shadow-free.

**Filing Cabinets**

Filing cabinets cause injury when they are incorrectly used. Some have safety features, which involve the automatic lock of the rest of the drawers when a first drawer is extended. Most do not. A moment of care can save serious injury. Always observe the balance factor of the cabinet when you open one of the drawers. If you are using an upper drawer and you know that the lower drawers are empty or lightly weighted, do not extend the drawer to its full capacity without opening the bottom drawer to act as a safety catch should the cabinet start to fall forward.

Weights (such as telephone directories or other books) in bottom drawers that are not yet full of files are a good safety precaution. If a file cabinet has files in all its drawers, never extend more than one drawer at a time. When a fully loaded file cabinet starts to fall forward, it is almost impossible to stop. Never leave an
open file cabinet unattended. It presents a hazard to your co-workers who may come around a blind corner and walk into it. Lower drawers are particularly hazardous.

**Bad Traffic Patterns**

It is a surprise to no one that furniture poorly arranged is an office hazard. However, it is one of the most difficult things to change once it is established. Observe how the traffic patterns in our office, in both the private offices and the shared spaces, contribute to the danger of injury.

- A plant or box placed so that it creates a “blind corner” is an often-overlooked hazard.

- A desk placed so that an open drawer would act as a barrier as you move from your desk to the door of your office is a “snake waiting to bite.”

- An aisle between desks, which is too narrow for easy passage, presents the possibility of tripping over chair bases and other hidden obstacles.

- A traffic pattern, which requires the worker to step over electric cords or floor outlets, is “an accident waiting to happen.”

Be alert to these hazards and make suggestions to your manager to alleviate them.

**Ladders & Stepstools**

Use a secured ladder or stool to reach items stored out of reach. Do not stand on boxes, chairs or other devices not intended to be used as ladders. Employees are prohibited from using ladders that are broken, missing steps, rungs, or cleats, or that have broken side rails or other faulty equipment. It is prohibited to place a ladder in front of doors opening toward the ladder except when the door is blocked open, locked or guarded. It is prohibited to place ladders or stools on boxes, barrels, or other unstable bases to obtain additional height. Face the ladder or footstool when ascending or descending.

**Repetitive Motion Injuries**

This is a condition affecting the hands and wrists. Symptoms are weakness, tingling, numbness in the fingers and/or pain in the wrist and forearm. While this condition has received more public notice lately because it is showing up in people who spend long, uninterrupted hours at a keyboard, medical evidence suggests that it is relatively easy to prevent. Once the condition is present, most sufferers recover in six to eight weeks without surgery and do not have to lose work time during treatment. In extreme cases, surgery is indicated and there are new methods, which are being praised by patients who have had the surgery. Recovery time is minimal. Some of the office supply stores are now advertising a pad which goes on the front of the keyboard or typewriter to force the typist to keep his/her wrists level. The condition seems to either be caused or aggravated by letting the wrists droop rather than holding them straight in a correct typing position.

In addition, a chair, which is at the correct height, so that the elbows are even with the keyboard and the forearm can be kept level during typing, is necessary as a precaution. The use of a “mouse” attachment to the computer increases the risk. Some manufacturers are revamping their line to include mice for different
sized hands or for different fingers; some models are designed so the thumb does the clicking, thus putting less strain on the wrist. As with other muscles which are used repeatedly during the day, the best prevention is to stop every so often and walk around. “Twenty seconds” of movement every “twenty minutes” is a good rule of thumb to remember. Swing the arms back and forth as in normal walking and gently shake the hands to increase circulation. Stretch shoulder muscles by wrapping arms around yourself and pushing elbows forward.

**Bloodborne Pathogens**

Bloodborne pathogens are microorganisms such as viruses or bacteria that are carried in blood and can cause disease in people. There are many different bloodborne pathogens including malaria, syphilis, brucellosis, *Hepatitis B (HBV)* and the *Human Immunodeficiency Virus (HIV)*.

In most work situations, transmission is most likely to occur because of accidental puncture from broken glass, or other sharps; contact between broken or damaged skin and infected body fluids; or contact between mucous membranes and infected body fluids. For example, if someone infected with HBV cut his or her finger on a pair of scissors, and then you cut yourself on the now infected scissors, it is possible that you could contract the disease. Anytime there is **blood-to-blood contact** with infected blood or body fluids, there is a slight potential for transmission.

Unbroken skin forms an impervious barrier against bloodborne pathogens. However, infected blood can enter your system through:

- Open sores
- Cuts
- Abrasions
- Acne
- Any sort of damaged or broken skin such as sunburn or blisters

Bloodborne pathogens may also be transmitted through the mucous membranes of the

- Eyes
- Nose
- Mouth

For example, a splash of contaminated blood to your eye, nose, or mouth could result in transmission.
Safety Rules

Code of Safe Practices - General Safety Rules

1. All persons shall follow this Code of Safe Practices and render every possible aid to safe operations.

2. Failure to abide by the Code of Safe Practices may result in disciplinary action up to and including termination.

3. Immediately report any unsafe conditions, accidents, injuries or illness to your Responsible Safety Officer.

4. If you are unsure of the safe method to do your job, STOP and ask your manager. Ignorance is no excuse for a safety violation.

5. No one shall be knowingly permitted to work while the employee's ability or alertness is impaired by fatigue, illness, and prescription or over the counter drugs. Employees who are suspected of being under the influence of illegal or intoxicating substances, impaired by fatigue or an illness, shall be prohibited from working.

6. Never work while under the influence of an illegal or intoxicating substance, fatigued or ill.

7. Anyone known to be under the influence of any drugs or intoxicating substances that impair the employee’s ability to safely perform the assigned duties shall not be allowed on the job.

8. Horseplay, scuffling, fighting and other acts that tend to have an adverse influence on the safety or well being of the employees are prohibited.

9. Work shall be well planned and supervised to prevent injuries in the handling of materials and in working together with equipment.

10. Keep your work area clean, free of debris, electrical cords and other hazards.

11. Immediately clean up spilled liquids.

12. Always notify all other individuals in your area who might be endangered by the work you are doing.

13. Do not operate equipment that you are not familiar with. Do not attempt to use such equipment until you are fully trained and authorized.

14. Never bring firearms, weapons, illegal drugs or alcoholic beverages on company or customer property or the workplace.
15. Do not block exits, fire doors, aisles, fire extinguishers, first aid kits, emergency equipment, electrical panels, or traffic lanes.

Fire Prevention and Housekeeping

1. Always take precautions to prevent fires which may be started, particularly from oily waste, rags, gasoline, flammable liquids, acetylene torches, improperly installed electrical equipment and trash.

2. Firefighting equipment is to be inspected on a regular basis. All discharged, damaged or missing equipment is to be immediately reported to a manager. Tampering with fire equipment is prohibited.

3. Access to fire extinguishers must be kept clear at all times. Make note of the location of firefighting equipment in your work area.

4. Never use gasoline or flammable solvents for cleaning purposes.

5. Smoking is prohibited within 20 feet of where flammable substances are present.

6. In case of fire, employees shall consider the safety of themselves and other individuals before saving property.

**DISCIPLINARY ACTION** Failure to abide by these rules could lead to disciplinary action up to and including your immediate dismissal.
Employee’s Incident Report

This form is to be completed by the employee due to an incident or accident and submitted to the Responsible Safety Officer within 24 hours.

Date: ____________ Time: ____________ am pm  Date of incident: ______________________

Employee Name: __________________________ SSN#: __________________________

Manager’s Name: _______________________________________________________________________

Reported By: __________________________________________________________________________

Incident occurred (exact location): __________________________________________________________________

Task being performed when incident occurred: __________________________________________________________________

Names of Witness(es): _______________________________________________________________________

Accident resulted in: Injury: __________ Property Damage: __________ Fatality: __________

First aid given? __________ Medical treatment required? __________

Sent to medical clinic: __________ Medical facility sent to: __________________________________________________________________

Describe how the incident occurred: __________________________________________________________________

Was employee injured acting in regular line of duty? Yes __________ No __________

(Explain) __________________________________________________________________________

What actions, events or conditions contributed directly to this accident? __________________________________________________________________

Could anything be done to prevent accidents of this type? If so, what? __________________________________________________________________

____________________________________________________________________________________

Employee Signature __________________________  Date ____________

Prepared by HR to Go, Inc
916-444-6200
www.HRtoGo.com
Manager’s Incident Report

This form is to be completed by the manager due to an incident or accident and submitted to the Responsible Safety Officer within 24 hours.

Date: ___________ Time: __________ am pm  Date of incident: ________________

Employee Name: ___________________________  SSN#: ______________________

Manager’s Name: _____________________________

Reported By: ________________________________

Incident occurred (exact location): ____________________________

Task being performed when incident occurred: __________________________

______________________________________________________________

Names of Witness(es): __________________________________________

Accident resulted in: Injury:_________ Property Damage:_______ Fatality:____________

First aid given?___________  Medical treatment required?____________________

Sent to medical clinic: ______ Medical facility sent to: _______________________

Describe how the incident occurred: _______________________________________

______________________________________________________________

Was employee injured acting in regular line of duty? Yes __________ No ________

(Explain) ________________________________________________

What actions, events or conditions contributed directly to this accident? ________________

______________________________________________________________

Could anything be done to prevent accidents of this type? If so, what? ________________

______________________________________________________________

Manager Signature ___________________________ Date ____________
SAFETY INSPECTION REPORT
This form is an example of a safety inspection report

LOCATION: ____________________________________________________________

DATE: __________________________________________________________________

INSPECTED BY: __________________________________________________________________

UNSAFE CONDITIONS/ACTS OBSERVED:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

RECOMMENDED CORRECTIVE ACTIONS:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

RE-INSPECTION SCHEDULED BY:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

UNSAFE CONDITIONS/ACTS REPORTED TO:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

THIS REPORT TO BE MAINTAINED BY THE RESPONSIBLE SAFETY OFFICER FOR 5 YEARS
Preventing Harassment and Discrimination Training
Why Does the Company Want to Provide Harassment Prevention Training to You?

- To educate you on your rights to work in a hostile free work environment.

- To clear up miscommunications that create roadblocks to good relationships between co-workers.

- To let you know the steps to take if you are being harassed or know someone who is.

- To set expectations about what is appropriate in the work environment.

- To educate you about the liability that exists if YOU harass someone.
What is Your Liability?

- **Co-Worker Liability**: As of January 1, 2001, co-workers can be held personally liable for harassment, meaning their personal assets are at risk.

- **Employer liability for harassment by a Supervisor**: A California employer may be held strictly liable for a Supervisor’s harassment of a subordinate except when an employee substantially deviates from employment duties for personal purposes.

- **Supervisor personal liability for harassing a subordinate**: This allows for personal liability for Supervisors who harass employees. While the Company may be held partially legally responsible for the conduct, the Supervisor’s personal assets are at risk as well.

- **Supervisor cannot be held liable for discrimination**: In Reno vs. Baird, 18 Cal. 4th 640 (1998), the California Supreme Court held that there is a fundamental difference between discrimination and harassment. Acts that may be labeled discriminatory are inherent to the performance of the Supervisor’s job (hiring, firing, etc.) Harassment, though, is not necessary for the performance of the job.
What is Harassment?

**Discrimination, Harassment, and Sexual Harassment** - They are under one umbrella

When Can Harassment and Discrimination Occur?

*During Hiring, Firing, Promotion, Benefits*
What Makes Discrimination Illegal?

Title VII of the Civil Rights Act defines harassment as, “Unwelcome behavior at a person or group because of being in a certain protected class”.

What type of comments, behaviors or conduct do you find offensive in the workplace?
What Are The Various Classes That Are Protected From Discrimination?

- Race/Color
- National origin/ancestry
- Gender
- Religion
- Age (for persons 40 and older)
- Mental or Physical Disability (HIV, Manic Depressive)
- Veteran Status
- Medical Condition (Cancer)
- Marital Status
- Perceived or Actual Sexual Orientation
- Pregnancy

Does anyone not fit into at least one of these categories?

If you argue with co-workers or management about your performance or the way you are doing your job, are they harassing you?
Why Freedom of Speech Doesn’t Apply to Discriminatory Slurs

- Racial and ethnic slurs are not protected by the right to free speech guaranteed by the First Amendment.

- The U.S. Supreme Court in 2000 confirmed that employees may be ordered to stop using derogatory racial and ethnic slurs in the workplace.
What Makes Harassment Illegal?

**The Equal Employment Opportunity Commission**, the federal enforcer, defines harassment as, “Unwelcome advances, requests for improper favors, and other verbal or physical conduct of an inappropriate nature.” Such requests, advances or inappropriate conduct constitute harassment when it is an employment condition, it is an employment consequence or it is an offensive job interference.

**The California Fair Employment and Housing Commission**, which is the California enforcer, further defines harassment as, 1. Verbal harassment, such as racial epithets, derogatory comments or slurs; 2. Physical harassment such as assault or physical interference with movement or work; and 3. Visual harassment, such as derogatory gestures, cartoons, drawings or posters.

What if you go out for drinks after work with co-workers and you make racist jokes? Could you be held liable for Harassment?
What Makes Harassment Illegal?

There Are Two Types Of Harassment-

1. **“Quid Pro Quo”**- Job conditions, job continuance, benefits, promotions, etc. are traded for sexual favors. *Applies even if the threat or promise isn’t carried out and the victim doesn’t file a complaint.*

2. **Intimidating, Hostile or Offensive Work Environment**- The unwelcome comments, touching and/or visual displays of a Supervisor, Company or co-worker create an environment poisoned by the harassment. All of the categories of discrimination listed above, i.e., race, creed, etc. are tried under this category.

What Makes Inappropriate Behavior Unlawful Harassment?

- The attention, behavior, advances, etc. are unwelcome.

- The actions are repeated, severe and pervasive.

- “Reasonable woman/person” standard-would they consider the conduct sufficiently severe or pervasive to create a hostile or abusive working environment.

- The perception of the harassed counts, not the intent of the harasser.

Could asking someone for a date be considered harassment? What about telling them they look nice?
Harassment Can Take Many Forms

- It may be one highly offensive incident or a series of smaller incidents.
- It may be a request for inappropriate favors, unwanted touching, or repeated derogatory comments.
- Harassers or victims may be of either gender- the same gender, or the opposite gender.
- Harassment may be physical, ranging from unwanted touching to kissing to rape.
- Harassment may be verbal, ranging from threats to teasing to jokes or comments to personal questions.
- Independent Contractors can sue for harassment.
- Supervisors can be harassed by those they supervise.
- Harassment can occur when delivered by vendors, clients, independent contractors, or others that come into contact with employees because of business requirements.

So, can someone just collect grievances, then run out and file a lawsuit?
Relevant 1998 U.S. Supreme Court Cases

Oncale vs. Sundowner Offshore Service, Inc.
March 4, 1998 decision

In Oncale vs. Sundowner Offshore Services, the highest federal court recognized that same sex harassment is illegal under gender discrimination laws. The Court held that harassment is actionable even if the harasser is not sexually interested in the victim. Thus, if men harass a male co-worker without engaging in advances to him, the employer may be liable for a hostile work environment. Nonetheless, the harassment must be due to the victim's gender, thus constituting sexual discrimination (sexual harassment always has been legally viewed as a subset of sexual discrimination).

The Court in Oncale constructed a higher threshold for establishing harassment. The Court admonished that all behavior must be viewed in context. Therefore, horseplay, flirtation or inappropriate comments alone do not constitute a hostile workplace. This strengthens an employer's defense that alleged offensive behavior was consented to by the plaintiff in the context of a more permissive work environment.

Burlington Industries, Inc. vs. Ellerth, and Faragher vs. City of Boca Raton Ct.
June 26, 1998 decision

The Supreme Court made clear that employers are subject to vicarious liability for unlawful harassment by supervisors. The standard of liability set forth in these decisions is premised on two principles: 1) an employer is responsible for the acts of its supervisors, and 2) employers should be encouraged to prevent harassment and employees should be encouraged to avoid or limit the harm from harassment. In order to accommodate these principles, the Court held that an employer is always liable for a supervisor's harassment if it culminates in a tangible employment action. However, if it does not, the employer may be able to avoid liability or limit damages by establishing an affirmative defense that includes two necessary elements:

(a) The employer exercised reasonable care to prevent and correct promptly any harassing behavior, and

(b) The employee unreasonably failed to take advantage of any preventive or corrective opportunities provided by the employer or to avoid harm otherwise. Employees must tell someone with decision-making power in the company if they are experiencing harassment.

While the Faragher and Ellerth decisions addressed sexual harassment, the Court's analysis drew upon standards set forth in cases involving harassment on other protected bases. The same basic standards apply to all types of prohibited harassment. Thus, the standard of liability set forth in the decisions applies to all forms of unlawful harassment.
Why is Harassment Harmful in the Workplace?

Harassment Harms the Victim, the Company, and Your Co-Workers.

- Victim: emotional or physical harm, self-esteem, confidence, dignity, respect.
- Company: reduces trust; drop in productivity; legal costs, drop in clients/customers, sales, embarrassing publicity, reputation.
- Co-workers: drop in morale, taking on additional responsibilities, lack of confidence of management and co-workers.

Why Do People Harass Others?

- Power (it is not about sex).
- Fear or insecurity in relating to others.
- Lack of knowledge.
- Lack of awareness and understanding.
Conduct That May Be Considered Harassment

- Gender bashing or gender-based teasing
- Sexual, ethnic, or racial humor
- Gender stereotyping
- Threats or hazing
- Mimicking
- Looking a person up and down
- Questions or comments about personal life
- Unwanted, repeated pressure for dates
- Unwanted letters, e-mails, phone calls, even to the person’s home
- Asking for, or giving unwanted, hugs, kisses, massages, pats, strokes, and other touches
- Comments about person’s physical attributes, clothing, and body
- Flirting
- Other romance-related conduct
- Malicious gossip, rumors, or lies about a person’s life
What is The Company’s Policy on Harassment?

Unlawful Harassment

We intend to provide a work environment that is pleasant, professional, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort - verbal, physical, or visual - will not be tolerated. This includes both sexual harassment as well as harassment based on an employee’s status in a protected class. These classes include, but are not necessarily limited to race, color, religion, gender, age, genetic characteristics, sexual orientation, national origin or ancestry, disability, medical condition, marital status, veteran status, or any other protected status defined by law. This policy also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy extends to unlawful harassment of, or by vendors, independent contractors, clients, or others with whom employees may come into contact with during their work for ASUREA.

Our workplace is not limited to our company facilities, but may also include client and vendor facilities, as well as anywhere a business-related function, or social function sponsored by the company, is taking place.

What Is Workplace Harassment?

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, e-mail jokes, social media communication, messages or statements, pranks, intimidation, physical assaults or contact, or violence. It may also take the form of other vocal activity including derogatory statements not directed to the targeted individual but taking place within their hearing. Other prohibited conduct includes written material such as notes, photographs, cartoons, articles of a harassing or offensive nature, and taking retaliatory action against an employee for discussing or making a harassment complaint. In addition, this policy covers all individuals in the workplace, such as fellow employees, managers, outside clients, vendors, independent contractors, or other non-employees who conduct business with our company.

What Is Sexual Harassment?

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, or other verbal or physical contact of a sexual nature. When this conduct creates an offensive, hostile and intimidating working environment, it may prevent an individual from effectively performing the duties of their position. It also encompasses such conduct when it is made a term or condition of employment or compensation, either implied or stated and when an employment decision is based on an individual’s acceptance or rejection of such conduct.

It is important to note that harassment crosses age and gender boundaries and cannot be stereotyped. Among other perceived unconventional situations, sexual harassment may involve two women or two men. Harassment may exist on a continuum of behavior. For instance, one example of harassment may be that of an employee showing offensive pictures to another employee. A picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to, or customarily accepted for, the accomplishment of routine work in and around the workplace.
Generally, two categories of harassment exist. The first, "quid pro quo," may be defined as an exchange of sexual favors for improvement or continuance in your working conditions and/or compensation. The second category, "hostile, intimidating, offensive working environment," can be described as a situation in which unwelcome sexual advances, requests for sexual favors, or verbal or other conduct creates an intimidating or offensive environment. Examples of a hostile, intimidating, and offensive working environment includes, but is not limited to, pictures, cartoons, symbols, or apparatus found to be offensive and which exist in the workspace of an employee. This behavior does not necessarily link improved working conditions in exchange for sexual favors. An employee may have a claim of harassment even if he or she has not lost a job or other economic benefit. The law prohibits any form of protected basis harassment that impairs an employee’s working ability or emotional well-being at work.

We prohibit any employee from retaliating in any way against anyone who has raised any concern about sexual harassment or discrimination against another individual. We will investigate any complaint of sexual harassment and will take immediate and appropriate disciplinary action if sexual harassment has been found within the workplace.

Responsibility
All ASUREA employees, and particularly managers, have a responsibility for keeping our work environment free of harassment. Any employee who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to their immediate manager or the designated management representative with whom they feel comfortable. When management becomes aware of the existence of harassment, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the company to do so.

Reporting
All reported incidents of prohibited harassment will be investigated in an effective, thorough and objective manner. The investigation will be completed and a determination regarding the reported harassment will be made and communicated to both the complainant and to the accused harasser(s). If you believe you have been harassed by any company employee, client, or other business contact, confront the harasser and ask him/her to stop. While we encourage you to communicate directly with the alleged harasser, and make it clear that the harasser’s behavior is unacceptable, offensive or inappropriate, it is not required that you do so. It is essential, however, to notify the Director of Human Resources immediately even if you are not sure the offending behavior is considered harassment. Any incidents of harassment must be immediately reported to the Director of Human Resources. If the Director of Human Resources is not available, please contact the CEO. At any time if you feel that you are in immediate harm and do not have time to contact either the Director of Human Resources or the CEO, seek assistance from any management representative.

Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. However, confidentiality cannot be guaranteed. Any employee found to have harassed any employee will be subject to severe disciplinary action up to and including termination. ASUREA, Inc. will also take any additional action necessary to appropriately remedy the situation. Retaliation of any sort will not be permitted. No adverse employment action will be taken for any employee making a good faith report of alleged harassment.

In addition, the company will take appropriate action to remedy any loss to the complaining employee resulting from the harassment. The individual who makes unwelcome advances, threatens or in any way harasses another employee may be personally liable for such actions and their consequences.

All employees must report any incidents immediately so that complaints can be quickly and fairly resolved. The California Department of Fair Employment and Housing ("DFEH") investigates and may prosecute complaints of harassment. Whenever an employee thinks he or she has been harassed or that he or she has been retaliated against for resisting or complaining, that employee may file a complaint with the DFEH. The nearest DFEH office is listed in the telephone book. The company also has a brochure on sexual harassment which is available to all employees for additional information.
How Do You Respond If You Are Being Harassed?

- Follow the Company’s harassment policies.
- If you feel comfortable confronting the harasser, describe to him/her the specific behaviors that bother you. If it is a mild form of harassment, make a polite request for the jokes, innuendos, etc. to stop.
- Explain to them why their behavior or actions are a problem, and how they are affecting you.
- Give them examples of how you would prefer to be spoken to, looked at, addressed, etc.
- If at any time, you do not feel comfortable speaking to the harasser, report the incident to your management representative listed in your Company policy.
- Document the incident, including time, place, witnesses.

What Do You Do If You Witness Harassment?

- Follow the Company’s harassment policies.
- Take the situation seriously.
- Get the victim safely out of the situation, if necessary.
- Encourage the victim to express his/her feelings to the offender that their conduct was unwelcome.
- Offer support and/or tell the harasser that something you observed was inappropriate in the workplace.
What Will The Company Do If You Tell Them You Are Being Harassed?

- They will take your complaint seriously.
- They will conduct an investigation into the facts surrounding the complaint.
- They will meet with the alleged harasser and interview them, and tell them that any harassment must stop immediately.
- They will seek to separate you and the harasser until the investigation ends.
- They will make it clear that you are not to be retaliated against for filing the complaint.
- They will do their best to keep information confidential, but please understand that due to the nature of the investigation, total confidentiality cannot be guaranteed.
- They will inform you if they found that harassment occurred.
- If harassment has occurred, they will enact some form of discipline on the harasser.
How to Avoid “Accidentally” Harassing Someone

❖ Don’t use pet names, “group” names (blondie, youngin’) or suggestive names (honey, hottie). Refer to people by their given name, or their title.

❖ Avoid telling jokes that involve racial, ethnic, gender, etc. slurs or cussing or vulgar language. If you are present when someone tells this type of joke, politely tell him or her it is inappropriate and that you do not want to be a part of it.

❖ Be aware of people’s discomfort, body language, silence, etc. with your jokes, stories, glances, touching and gestures.

❖ Always be aware when touching someone, and whether they may misunderstand your intent.

❖ Don’t have inappropriate calendars, photos, catalogs (Victoria Secret), posters, etc. at work.

❖ Respect the diversity, skills, contributions and knowledge of the different type of people in your Company.

❖ Don’t gossip or spread rumors.

❖ Respect other’s privacy. Don’t ask questions that are not your business or that may make them feel uncomfortable.

❖ If someone asks you to stop a behavior or action, even if you think they are being “overly-sensitive,” pay attention to their complaint and correct the action.
Case Studies

CASE STUDY #1

You are a male technician and it’s time for the annual holiday potluck. The party is held at the end of the business day, but in the customer service area. Everyone has decided that this year they want to bring gag gifts to the party. At the party, everyone is having a great time, laughing, drinking and making merry.

As the gift exchange begins, you notice that the gifts being displayed are mostly all inappropriate in nature. Without your knowledge, other technicians have decided to bring gag gifts that are all sexual. These are really obscene, but comically funny gifts from the local sex shop around the corner from the office.

They knew you were a religious person, so they didn’t tell you what they were going to do. As the gift giving continues, there is much laughter and joking around. Everyone seems to be in the holiday spirit and joining in the fun. You are uncomfortable and wonder if this is a problem.

1. What should you do?
2. Is this harassment?

CASE STUDY #2

Hank Willets is a Supervisor in the clerical pool and he keeps posters of nude women in his corner cubicle. The posters:

A. Are his business and of no concern to others.
B. Are not a problem unless someone complains.
C. May be grounds for proving harassment.
D. Are protected under the First Amendment as freedom of expression.

CASE STUDY #3

Dan and Joanna are coworkers in the hazardous materials management section. Dan continually makes lewd or suggestive comments directed at Joanna. Joanna has:

A. Every right to file a lawsuit immediately.
B. A legal responsibility to tell Dan to stop the behavior.
C. An ethical responsibility to tell others to beware of the harasser.
D. Both B and C.
CASE STUDY #4

You are a billing clerk in the company. You have been employed here for 20 years and are a happily married grandmother. You are the sole support of your family as your spouse is retired.

Recently, a new male supervisor was appointed and you now report to him. He is in his early 30’s and although you like him personally, you feel somewhat uncomfortable around him. He has a habit of giving some of his comments a rather tasteless spin. In addition, you have noticed that he frequently assists the younger clerks put their coats on as they are leaving, and you notice he always seems to brush lint off the rear of the coats. You think this is just a pretense on his part to touch the women.

Recently, the supervisor has started giving neck and shoulder massages to everyone, including yourself. You are very uncomfortable with his behavior. He has recently told you that he is aware that you are the sole support of your family and he can see to it that you are treated fairly when it comes to salary increases if you are “good to him.”

1. What should you do?
2. Is the Supervisor harassing anyone?

CASE STUDY #5

Joe Kaiser, a Supervisor, describes himself as a “touchy” or “huggy” person who is always touching his employees. When Joe’s Supervisor, Mark Lindsay, questions his behavior, Joe argues that no one has ever complained about it before and Mark lets it go. What could happen if an employee in Joe’s section decides to sue?

A. There are no grounds for harassment claims.
B. Joe and Mark may be found personally liable and ordered to pay damages, as may his employer.
C. Harassment may be charged, but can never be proven.
D. Mark Lindsay alone is at fault for not taking more forceful action with Joe Kaiser. He alone may be liable for damages.
Are You Ready For Your Quiz?
Amazing Facts

If we could shrink the earth’s population to a village of precisely 100, with all the existing human ratios remaining the same, it would look something like the following:

There would be:

- 57 Asians
- 21 Europeans
- 14 From the Western Hemisphere, both North and South
- 8 Africans

- 52 would be female
- 48 would be male

- 70 would be non-white
- 30 would be white

- 70 would be non-Christian
- 30 would be Christian

- 89 would be heterosexual
- 11 would be homosexual

6 people would possess 59% of the entire world’s wealth and all 6 would be from the United States.

- 80 would live in substandard housing
- 70 would be unable to read
- 50 would suffer from malnutrition
- 1 would be near death; 1 would be near birth
- 1 (yes, only 1) would have a college education
- 1 would own a computer

When one considers our world from such a compressed perspective, the need for acceptance, understanding and education becomes glaringly apparent.
Harassment Post Test

Please answer each question with a "T" for True, or an "F" for False.

1. ______ If someone doesn't intend to harass another employee, then it isn't harassment.
2. ______ My Company wants me to come forward with any concerns about harassment or discrimination.
3. ______ Male-bashing or female-bashing is harassment.
4. ______ The harasser must be an employee of your company for the conduct to be harassment.
5. ______ Harassment can only occur in the workplace during working hours.
6. ______ Asking a co-worker for one date is harassment.
7. ______ It's okay to tell jokes in the workplace, just as long as everyone listening approves.
8. ______ It's harassment to tell a co-worker that he/she looks nice.
9. ______ It's harassment to continually ask a co-worker for a date, if that person has already said no.
10. ______ One of the best ways to stop harassment is to ignore or avoid the harasser.
11. ______ If an employee makes rude or inappropriate comments to a supervisor, it is harassment.
12. ______ My Company has a policy against harassment, and a complaint procedure.
13. ______ If someone indicates that your behavior is unwanted or objectionable, you must stop it.
14. ______ If a woman harasses a man, it is illegal and should be reported.
15. ______ Harassment and discrimination is illegal, and my company will not tolerate it.
16. ______ Swearing and foul language could be harassment.
17. ______ If everyone else thinks a co-worker's behavior is okay, then you should just accept it too.
18. ______ If a poster or calendar someone hangs at work bothers you, you should report it to ____________________ or ____________________.
19. ______ If the subject of harassment came up, or you saw harassment, you would report the harassment to: ____________________ or ____________________.
20. ______ My company's policy against harassment can be found: ____________________.

(location)

EMPLOYER NOTE: Please file in employee personnel file.
New Employee Safety Orientation Training

EMPLOYEE NAME: _____________________________________________________________

New Employee Safety Orientation must be given to all new hires prior to working the first scheduled shift. Employees will be responsible for knowing company safety policies and practices. Each new employee must initial each box when instructions on each area have been completed and understood. When new employees do not understand a safety area they must ask for clarification.

Your initials in each box indicate your completion and understanding of our company “Safety Policies and Practices” as part of your safety training.

1. HOW AND WHEN TO REPORT WORK RELATED INJURIES.
   (Report all work related injuries immediately to your manager) _______

2. General safety policies and program. _______

3. General company safety rules. _______

4. When, where, and to whom, you report unsafe conditions. _______

5. Housekeeping and cleaning up spills. _______

6. Fire prevention, location of firefighting equipment and emergency exit locations. _______

On, ___________________________ , 20 __________ I reviewed with the Responsible Safety Officer, or designee, the above safety rules, policies and procedures.

Employee Signature: ___________________________ Date: _______

Manager's Signature: ___________________________ Date: _______
Name: ___________________________ Date: ___________

**Employee Safety Training Quiz**

1. Who is ASUREA’s Responsible Safety Officer? ______________________
2. If any safety hazard is detected, who should it be reported to? ______________________ or ______________________
3. Do not leave tools, materials, or other objects on the floor, which may cause others to ________ or ________. 
4. Make sure your feet aren’t in contact with any ________ when you operate electrical appliances.
5. What is the **first** rule of an evacuation? ____________ ____________
6. Potential fire hazards include: _____________________________________________ 
   _____________________________________________
7. What is the **first** step to follow in the event of a fire?
   b. Notify the Responsible Safety Officer. 
   c. Call the Fire Department. 
   d. Evacuate. 
8. If you receive a bomb threat by telephone, remain ________.
9. What is the safest way to handle using your cell phone while driving?
   a. Pull over to the side of the road and answer the call. 
   b. Use a hands-free device. 
   c. Let your voicemail answer the call. 
   d. All of the above. 
10. Avoid _____ contact with an aggressive driver and don’t take traffic problems __________. 
11. If you jokingly say, “You better watch your back!” it’s considered being aggressive or threatening and not acceptable at work.  True       False
12. What are some stretches that can help alleviate pain and tension in your neck, back and shoulders? 
   ______________________ 
   ______________________ 
   ______________________ 
   ______________________
13. All company employees are protected by ___________ ________________ Insurance to cover the costs and effects if injured on the job.

14. The purpose of ________________ ________________ Data Sheets are to educate and inform employees about the hazards of material, substances and wastes that they may come into contact with in the workplace.

15. What is one of the largest causes of accidents in the office?
   a. Filing cabinets
   b. Chairs
   c. Bad traffic patterns
   d. Sharp objects

16. Preferred lighting when working on computer monitors is
   a. Daylight
   b. Fluorescent lights
   c. Table lamp
   d. Overhead lighting

17. Never leave an open file cabinet drawer ________________.

18. A plant or box placed so it creates a ___________ _________ is often an overlooked hazard.

19. ________________ Pathogens are microorganisms such as viruses or bacteria that are carried in blood and can cause disease in people.

20. ________________ ________________ will follow if there is a failure to abide by any safety rules.
Receipt and Acknowledgment of ASUREA Employee Handbook

I have received and read a copy of the ASUREA employee handbook. I understand that the policies and benefits described in it are subject to change except the at-will policy at the sole discretion of ASUREA at any time.

At-Will Employment
I further understand that my employment is at-will, and neither ASUREA nor I have entered into a contract regarding the duration of my employment. I am free to terminate my employment with ASUREA at any time, with or without cause. Likewise, the company has the right to terminate my employment with or without cause, at the discretion of the company. No employee of ASUREA can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval from the CEO.

Future Revisions
We reserve the right to revise, modify, delete or add to any and all policies, procedures, work rules or benefits stated in this employee handbook or in any other document, except for the policy of at-will employment. However, any such changes must be in writing and will be distributed to employees. No oral statements or representations can in any way change or alter the provisions of this employee handbook.

Illness and Injury Prevention Plan
I acknowledge that I have read and understand the ASUREA Illness & Injury Prevention Plan and that I agree to abide by these policies.

Drug and Alcohol Abuse Policy
I certify that I have read the company’s Drug and Alcohol Abuse Policy and agree to abide fully by its terms. I understand that as a condition of my employment, I must notify the company of any conviction for a drug violation that occurs in the workplace within five days after such a conviction. I understand that any violation of the policy may result in serious disciplinary action, including immediate termination.

Offer to Translate
ASUREA wants all employees to understand and comply with the policies in this handbook. If I am unable to understand this handbook because of an inability to read or understand English, I have been directed to inform my manager. ASUREA can then help me to understand the policies contained in this handbook and to know what is expected of me. If I fail to request assistance, ASUREA will assume that I fully understand the contents contained in this handbook.

Employee’s Printed Name______________________________ Position______________________________

Employee’s Signature______________________________ Date______________________________
Receipt and Acknowledgment of ASUREA Handouts

Sexual Harassment Prevention Handout
I acknowledge that I have read and understand the enclosed pamphlet on sexual harassment prevention in the workplace and reporting procedures in the event that harassment occurs.

CA Employees - State Disability Insurance, Paid Family Leave and Unemployment Handouts
I acknowledge that I have received the enclosed pamphlets on state disability insurance, paid family leave and unemployment insurance as provided by the Employment Development Department.

Workers’ Compensation Handout
I acknowledge that I have received the enclosed pamphlet on workers’ compensation benefits as provided by the California Chamber of Commerce.

Employee’s Printed Name__________________________ Position____________________

Employee’s Signature____________________________ Date____________________
BINDING ARBITRATION AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE YOU SIGN IT.

To resolve employment disputes in an efficient and cost-effective manner, Employee:

__________________________ and ASUREA ("the Company") agree that any and all claims arising out of or related to Employee’s employment that could be filed in a court of law, including but not limited to, claims of unlawful harassment or discrimination, wrongful termination, defamation, wrongful demotion, breach of contract, wage claims, and invasion of privacy, shall be submitted to final and binding arbitration, and not to any other forum. This Agreement is governed by the California Arbitration Act (California Code of Civil Procedure Sections 1280 et. seq.).

The arbitration process shall be initiated by delivering a written request for arbitration to the other party within the time limits that would apply to the filing of a civil complaint in court. A late request will be void. No claim should be submitted to arbitration without first attempting to resolve the matter informally.

If Employee and the Company are unable to agree upon a neutral arbitrator within 15 days of the commencement of the arbitration process, the parties will obtain a list of arbitrators from JAMS, AAA or ADR, and strike names alternatively until one arbitrator remains. The arbitration will take place in Sacramento County, California. For a complete copy of the AAA rules, please go to: http://www.adr.org/sp.asp?id=32904#1, JAMS rules, please go to http://www.jamsadr.com/rules-clauses/, ADR rules, please go to http://www.adrservices.org/rules.php, or request your copy from Human Resources. The party who initiates arbitration will pay the filing fee, if any, charged by the neutral dispute resolution service. However, the amount of the filing fee the employee is required to pay shall not exceed the filing fee charged by state or federal courts for the county where the arbitration will be held. Each party shall bear his/her/its own costs for legal representation throughout the arbitration process, subject to any remedies to which that party may later be entitled under applicable law. The cost of the arbitrator will be paid for by the Company.

With respect to the discovery process, the laws of the State of California regarding discovery practices and rules of evidence in civil actions, except as otherwise agreed upon herein, shall be applied to the arbitration. As part of the right to discovery, the arbitrator shall have the power to issue subpoenas for relevant documents in the possession of third parties. At least fifteen (15) calendar days before the arbitration, the parties must exchange lists of witnesses (not including witnesses to be used for impeachment purposes), including any experts, and copies of exhibits intended to be used at the arbitration.

The arbitrator shall determine the prevailing party in the arbitration. Costs and attorneys’ fees may be retained by the employee if they are the prevailing party in accordance with the same legal standards that would apply had the action been filed in court. The arbitrator shall have the authority to order any legal or equitable remedy that would be available in a civil or administrative action on the claim. The arbitrator shall prepare a written decision or award that includes the essential findings and factual and legal conclusions upon which the decision or award is based.

Except as specifically noted in this paragraph, arbitration shall be the exclusive means of resolving any claim arising out of or related to Employee’s employment, and Employee agrees that no action will be filed by him/her in any court or other forum. Claims not covered by this Agreement are disputes over workers’ compensation benefits or unemployment compensation benefits, petitions for judicial review of a decision issued after an
administrative hearing, injunctive relief sought by either party in an appropriate court of law, and other claims not subject to mandatory arbitration by governing law. Furthermore, nothing in this Agreement shall be considered as precluding Employee from filing a charge or complaint with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the National Labor Relations Board, or any other state or federal agency which seeks administrative resolution of a dispute or claim. However, any dispute or claim that cannot be resolved administratively through such an agency shall be subject to this arbitration Agreement.

If any court of competent jurisdiction declares that any part of this Arbitration Agreement is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of the Agreement, and the illegal, invalid or unenforceable part will no longer be part of this Agreement.

This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior or contemporaneous agreements and understandings, whether written, oral or implied, pertaining to the subject matter of this Agreement. This Agreement also continues in force even after Employee’s employment with the Company ends, for whatever reason.

This Arbitration Agreement Is A Waiver Of All Rights To A Civil Jury Trial For Claims Arising Out Of or Related To Your Employment.

________________________________________________________________________
Employee’s Signature                         Date

________________________________________________________________________
ASUREA Representative                        Date