

InsulTechs



EMPLOYEE MANUAL

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SECTION 1 - INTRODUCTION

This Manual is designed to acquaint you with InsulTechs (or "Company") and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this Manual applies to all employees of InsulTechs. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

This Manual is intended to explain the terms and conditions of employment of all full- and part-time employees and supervisors. Written employment contracts between the Company and some individuals may supersede some of the provisions of this Manual. This Manual summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your supervisor or manager will be happy to answer any questions you may have.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

MISSION STATEMENT

The Mission Statement of InsulTechs is:

At INSUL TECHS, our mission is to provide the highest quality insulation solutions while upholding the core values of Honesty, Capability, Integrity, and Professionalism.

We are dedicated to delivering insulation services that exceed industry standards, ensuring energy efficiency and comfort for our customers. Operating with honesty and integrity in every aspect of our business, from our interactions with clients and suppliers to our internal practices. We are committed to exceptional customer service for our clients every step of the way, offering expert guidance and support to meet their unique insulation needs. By living these values every day, we aim to be the insulation company of choice, contributing to energy efficiency, sustainability, and the well-being of our customers and the communities we serve

1.1 CHANGES IN POLICY

This Manual supersedes all previous employee manuals and memos that may have been issued from time to time on subjects covered in this Manual.

However, since our business and our organization are subject to change, we reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time, except for the policy of at-will employment. We will notify all employees of these changes. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

No individual supervisor or manager has the authority to change policies at any time. If you are uncertain about any policy or procedure, speak with your direct supervisor.

This Manual sets forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this 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.

1.2 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.3 EMPLOYMENT RELATIONSHIP

The Company personnel are employed on an at-will basis. Employment at-will may be terminated with or without cause and with or without notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, 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 on other than at-will terms. Only the President of the Company has the authority to make any such agreement, which is binding only if it is in writing.

SECTION 2 - DEFINITIONS OF EMPLOYEES STATUS

“EMPLOYEES” DEFINED

An “employee” of InsulTechs is a person who regularly works for InsulTechs on a wage or salary basis. “Employees” may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the Company who are subject to the control and direction of InsulTechs in the performance of their duties.

SECTION 3 - EMPLOYMENT POLICIES

3.1 NON-DISCRIMINATION

Equal Employment Opportunity

The Company is an equal opportunity employer and makes employment decisions based on merit. We want to have the best available persons in every job. Company policy prohibits unlawful discrimination based on race, color, creed, gender, religion, marital status, registered domestic partner status, age, national origin or ancestry, physical or mental disability, medical condition including genetic characteristics, sexual orientation, or any other consideration made unlawful by federal, state, or local laws. It also prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. All such discrimination is **unlawful**.

The Company is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to **all** persons involved in Company operations and prohibits unlawful discrimination by any employee of the Company, including supervisors and coworkers.

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

If you believe you have been subjected to any form of unlawful discrimination, submit a written complaint to your supervisor or the individual with day-to-day personnel responsibilities. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. If you need assistance with your complaint, or if you prefer to make a complaint in person, contact the manager on duty. The Company will immediately undertake an effective, thorough, and objective investigation and attempt to resolve the situation.

If the Company determines that unlawful discrimination has occurred, effective remedial action will be taken commensurate with the severity of the offense. Appropriate action also will be taken to deter any future discrimination. The Company will not retaliate against you for filing a complaint and will not knowingly permit retaliation by management employees or your coworkers.

Unlawful Harassment

The Company is committed to providing a work environment free of unlawful

harassment. Company policy prohibits sexual harassment and harassment based on pregnancy, childbirth or related medical conditions, race, religious creed, color, gender, national origin or ancestry, physical or mental disability, medical condition, marital status, registered domestic partner status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. **All such harassment is unlawful.** The Company's anti-harassment policy applies to all persons involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and managers, as well as vendors, customers, and any other persons. It 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.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

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

If you believe that you have been unlawfully harassed, submit a written complaint to your own or any other Company supervisor, the president or the personnel administrator of the Company as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. Supervisors will refer all harassment complaints to the personnel administrator, investigative officer or the president of the Company. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

If the Company determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation. The Company will not retaliate against you for filing a complaint and will not tolerate or permit retaliation by management, employees or co-workers.

The Company encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed

or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

3.2 OFFICE HOURS

Insul Techs office is located at 901 Howe Rd, Suite M, Martinez, CA 94553. Insul Techs office is open for business from 9:00 AM to 5:00 PM, Monday through Friday.

The standard workweek is 40 hours of work (see Section 5.3, Overtime). The employee workweek is considered to begin on Monday (starting at 12:00 a.m.) through Sunday (ending at 11:59 p.m.), unless a supervisor makes prior other arrangement with the employee.

3.3 HOURS OF WORK

Work hours and schedules are established at the Company's discretion

Employees must leave the work place within one (1) hour after his/her work shift has ended, unless otherwise directed by his/her supervisor or manager.

3.4 LUNCH PERIODS

Employees are allowed an unpaid one half-hour lunch break. Lunch breaks generally should be scheduled and taken approximately at the mid-point of the work day on a staggered schedule so that your absence does not create a problem for co-workers or clients.

3.5 BREAK PERIODS

Employees are entitled to a 10-minute rest period for each four hours worked. It is the employee's responsibility to take their rest period before the end of the fourth hour of work. If any employee believes that he or she is unable to take their rest break or is not being permitted to take his or her rest break, that employee should contact his or her supervisor immediately.

Employees who do not adhere to the break policy will be subject to disciplinary action, up to and including termination.

3.6 PAID SICK LEAVE

In compliance with the California Sick Leave pay, employees would have 40 hours (5 days) of paid sick leave days at the beginning of the calendar year (frontloaded). These hours are to be paid at the employee's regular rate of pay.

Employees are entitled to use paid sick days beginning on the 90th day of employment. This use is limited to 40 hours or 5 days in each year of employment (calendar year).

Employees who request these sick days may leave upon an oral or written request. If the employee's leave is foreseeable the employee must give reasonable advance notice. If the leave is unforeseeable the employee must give notice as soon as practicable.

Employees requesting paid sick leave must follow also the provisions of 4.1 (Attendance and Punctuality) and 4.2 (Absence without notice) of this employee manual.

3.7 PERSONNEL FILES

Personnel files are the property of Insul Techs, and access to the information is restricted. Management personnel of Insul Techs who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact their supervisor or Company's representative/designee. With reasonable advance notice, the employee may review his/her personnel file in Company's office and in the presence of their supervisor Company's representative/designee.

3.8 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify their supervisor or Company's representative/designee of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

3.9 OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with Insul Techs. Unless an alternative work schedule has been approved by Insul Techs, employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

Insul Techs' office space, equipment, and materials are not to be used for outside employment.

3.10 CORRECTIVE ACTION

Insul Techs holds each of its employees to certain work rules and standards of conduct (see Section 4). When an employee deviates from these rules and standards, Insul Techs expects the employee's supervisor to take corrective action.

Corrective action at Insul Techs is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, Insul Techs considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment and/or company vehicles without prior authorization by Management, untruthfulness about personal work history, skills, or training, divulging Company business practices, and misrepresentations of Insul Techs to a customer, a prospective customer, the general public, or an employee.

3.11 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an employee.
- **Termination** – involuntary employment termination initiated by Insul Techs.
- **Layoff** – involuntary employment termination initiated by Insul Techs for non-disciplinary reasons.

When an employee intends to terminate his/her employment with Insul Techs, he/she shall give Insul Techs at least two weeks written notice.

Since employment with Insul Techs is based on mutual consent, both the employee and Insul Techs have the right to terminate employment at will, with or without cause.

Any employee who terminates employment with Insul Techs shall return all files, records, keys, and any other materials that are property of Insul Techs.

3.12 SAFETY

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor (See Section 3.16, Employee Requiring Medical Attention).

General Safety Rules

The following general safety rules apply in all company work places. Each work unit may prepare separate safety rules applicable to the specific nature of work in their area but not in conflict with these rules.

- No employee will be assigned to work under unsafe conditions or with unsafe tools or equipment. In the event that such a condition develops, it will be immediately reported to the supervisor, who will determine and initiate corrective action if necessary.
- Employees should pay strict attention to their work. Practical joking and horseplay will not be tolerated.
- Warning signs and signals posted to point out dangerous conditions are to be obeyed by employees.
- Extreme caution should be exercised by employees operating any type of power equipment or firearms.
- All accidents, regardless of severity, personal or vehicular, are to be reported immediately to Insul Techs.
- Operators and passengers in a business vehicle equipped with seat belts must wear them when the vehicle is in operation, and all employees operating vehicles will observe all local traffic laws.
- In all work situations, safeguards as required by state and federal Safety Orders are provided by Insul Techs.

3.13 VIOLENCE IN THE WORKPLACE

Today, violence in the workplace is a very real concern. The security of the company, its facilities, and employee property are important. We ask that our employees be vigilant in their work areas and make sure that unauthorized people are not wandering around unattended.

Employees should keep purses and other personal items in drawers and other areas where they are not readily accessible. Keys to offices should be protected. If you see unauthorized people in your work area, confront the person or please call Insul Techs.

3.14 IMMIGRATION LAW COMPLIANCE

Insul Techs conforms to the Immigration Reform and Control Act of 1986.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with Insul Techs within the past three years or if their previous I-9 is no longer retained or valid.

SECTION 4 STANDARDS OF CONDUCT

The work rules and standards of conduct for InsulTechs are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Company's business. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.1 Attendance/Punctuality and 4.2, Absence without Notice);
- Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);
- Using company equipment for purposes other than;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

4.1 ATTENDANCE/PUNCTUALITY

The Company expects that every employee will be regular and punctual in attendance. Absenteeism and tardiness place a burden on other employees and on the Company.

If you are unable to report for work for any reason, notify your supervisor 24 hours, if possible, before your regular starting time. You are responsible for speaking directly with your supervisor about your absence. It is not acceptable to leave a message on a supervisor's voice mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day.

Should undue tardiness become apparent, disciplinary action may be required.

4.2 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify your supervisor. This will allow the Company to arrange for temporary coverage of your duties, and other employees to continue work in your absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT

Insul Techs is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor who becomes aware of possible harassment should promptly advise their supervisor who will handle the matter in a timely and confidential manner.

4.4 DRESS CODE

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

Attire should be conservative, in good taste, and promote a businesslike professional attitude and image in keeping with each specific job. Extreme forms of dress, hairstyle, or makeup are not acceptable. The best rule of thumb is to dress for the position you fill and the people you serve.

Consult your supervisor if you have any questions about appropriate business attire.

Clothing

Except under special circumstances and with specific management approval, the following clothing is not appropriate for wear at Insul Techs:

- Sun dresses with bare backs and/or shoulders, short shorts
- Tank tops, halter tops, or beach attire
- Unsafe foot attire
- T-shirts or other clothing bearing offensive or discriminatory slogans or symbols
- Torn, dirty or unkempt clothing or shoes of any type

Hair

All employees must be well groomed and clean cut.

Body piercing and tattoos

Visible body piercing is not allowed and tattoos must be covered if they have slogans or images that are demeaning or feature profanity or other messages that do not promote or enhance a safe and productive workplace.

4.5 SUBSTANCE ABUSE

The Company is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position. The rules apply during working hours to all employees of the Company while they are on Company premises or elsewhere on Company business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Company property is prohibited.

Being under the influence of illegal drugs, alcohol, or substances of abuse on Company property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Company's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting Company business or being on Company property while under the influence of an illegal drug or alcohol, or in an impaired condition.

4.6 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on the Company's premises.

4.7 CELL PHONE USAGE

Personal usage of cell phones during on the clock is not acceptable. All personal telephone calls should be kept brief and limited to no more than two per shift.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action (See Section 3.12, Corrective Action).

SECTION 5 WAGE AND SALARY POLICIES

5.1 WAGE OR SALARY INCREASES

Although the Company's salary ranges and hourly wage schedules will be adjusted on an ongoing basis, InsulTechs does not grant "cost of living" increases. Performance is the key to wage increases in the Company.

5.2 TIMEKEEPING

Accurately recording time worked is the responsibility of every employee. Time worked is the time actually spent on a job(s) performing assigned duties.

Insul Techs does not pay for extended breaks or time spent on personal matters.

Altering, falsifying, tampering with time records, or recording time on another team member's time record will result in disciplinary action, including termination of employment.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved by his/her supervisor or Manager. Questions regarding the timekeeping system or time cards should be directed to the Manager.

5.3 OVERTIME

Insul Techs is open for business 55 hours per week. Overtime compensation is paid to employees in accordance with federal and state wage and hour restrictions. Overtime is payable for all hours worked over 8 hours a day or 40 per week at a rate of one and one-half times the employee's regular hourly rate.

All overtime work performed by an hourly employee must receive the supervisor's prior authorization. Overtime worked without prior authorization from the supervisor may result in disciplinary action. The supervisor's signature on a timesheet authorizes pay for overtime hours worked.

5.3.1 EMPLOYEES FORCED TO WORK OVERTIME

Insul Techs may require employees to work overtime. You must ensure that any outside commitments, such as second jobs, do not interfere with your responsibility to work mandatory overtime.

5.4 PAYDAYS

All employees are paid Tuesdays. If a regular payday falls during an employee's vacation or leave of absence, the employee's paycheck will be available upon his/her return from vacation/leave of absence.

Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization.

5.5 GARNISHMENTS

Employees are expected to conduct their personal financial affairs in such a manner that the company will not be served by garnishments. *Garnishment* refers to any legal procedure through which the earnings of an individual are required to be withheld for payment of a debt. However, under the Federal Consumer Credit Protection Act as well as the laws of some states, employers are prohibited from discharging employees as a result of a garnishment.

Guidelines

Contested Garnishments

In the case of contested garnishments (particularly false claims), employees are entitled to resist garnishments by every legal means, and this policy may not be used to force them to settle against their will. However, unless a court release is obtained within legally prescribed time limits, the company must remit the required amount to the court.

Wages Subject to Garnishment

Only disposable earnings are subject to garnishment. Disposable earnings are defined as that part of an employee's earnings remaining after all legally required deductions.

All disposable earnings owed to the employee on the date and time of the garnishment is received are to be used in determining the amount to be sent to the court. This amount includes checks written but not yet mailed.

In addition to regular pay, the Internal Revenue Service has legislative authority to levy paid time off, floating holidays, and vacation that has accrued but has not been taken.

Calculating and Processing Garnishments

Garnishment actions will be calculated and processed in accordance with applicable federal and state laws and regulations and will be handled in company accounting.

SECTION 6 BENEFITS

6.2 VACATION

InsulTechs does offer a week a year paid vacation. Requests for vacation should be in writing at least two (2) weeks prior to the beginning of the requested vacation period. Vacations will be granted on a first-come-first served basis.

Due to business needs, there will be no vacations granted during the peak of the business season.

6.3 HOLIDAYS

InsulTechs observes the following non-paid holidays per year for all employees:

- New Year's Day (January 1)
- Memorial Day
- Independence Day (July 4)
- Labor Day (September 1)
- Thanksgiving (Third Thursday in November)
- Christmas Day (December 25th)

6.4 JURY DUTY/MILITARY LEAVE

Employees will be granted time off to serve on a jury or military leave without pay. However, all regular employees, full-time or part-time, will be kept on the active payroll until their civic duties have been completed. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

6.5 LEAVES OF ABSENCE

All leaves of absence are without pay. Employees are eligible to request an unpaid leave of absence for a period of up to thirty (30) days for personal reasons. Request for leaves of absence must be in writing at least two (2) weeks prior to the beginning of the requested leave. The Company will determine, in its sole discretion, the total number of employees who will be granted a leave of absence during any same period of time. Leaves of Absence will be granted on a first-come-first served basis. If an employee does not return from a leave of absence on the date established for return to work, he/she shall be conclusively considered a voluntary resignation.

6.6 PREGNANCY DISABILITY LEAVE

Pregnancy, childbirth, or related medical conditions will be treated like any other disability, and an employee on leave will be eligible for temporary disability benefits in the same amount and degree as any other employee on leave.

Any female employee planning to take pregnancy disability leave should advise the personnel department as early as possible. The individual should make an appointment with the personnel manager to discuss the following conditions:

- Employees who need to take pregnancy disability must inform the Company when a leave is expected to begin and how long it will likely last. If the need for a leave or transfer is foreseeable, employees must provide notification at least 30 days before the pregnancy disability leave or transfer is to begin. Employees must consult with the personnel manager regarding the scheduling of any planned medical treatment or supervision in order to minimize disruption to the operations of the Company. Any such scheduling is subject to the approval of the employee's health care provider;
- If 30 days' advance notice is not possible, notice must be given as soon as practical;
- Upon the request of an employee and recommendation of the employee's physician, the employee's work assignment may be changed if necessary to protect the health and safety of the employee and her child;
- Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached;
- Temporary transfers due to health considerations will be granted when possible. However, the transferred employee will receive the pay that accompanies the job, as is the case with any other temporary transfer due to temporary health reasons;
- Pregnancy leave usually begins when ordered by the employee's physician. The employee must provide the Company with a certification from a health care provider. The certification indicating disability should contain:
 - The date on which the employee became disabled due to pregnancy;
 - The probable duration of the period or periods of disability; and
 - A statement that, due to the disability, the employee is unable to perform one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy, or to other persons.
- Leave returns will be allowed only when the employee's physician sends a release;
- An employee will be required to use accrued sick time (if otherwise eligible to take the time) during a pregnancy disability leave. An employee will be allowed to use accrued vacation or personal time (if otherwise eligible to take the time) during a pregnancy disability leave; and
- Duration of the leave will be determined by the advice of the employee's physician, but employees disabled by pregnancy may take up to four months. Part-time employees are entitled to leave on a pro rata basis. The four months of leave includes any period of time for actual disability caused by the employee's pregnancy, childbirth, or related medical condition. This includes leave for severe morning sickness and for prenatal care.

Leave does not need to be taken in one continuous period of time and may be taken intermittently, as needed. Leave may be taken in increments of a week. Under most circumstances, upon submission of a medical certification that an employee is able to return to work from a pregnancy disability leave, an employee will be reinstated to her same position held at the time the leave began or to an equivalent position, if available. An employee returning from

a pregnancy disability leave has no greater right to reinstatement than if the employee had been continuously employed.

6.7 FAMILY/MEDICAL LEAVE

State and federal family and medical leave laws provide up to 12 workweeks of unpaid family/medical leave within a 12-month period, under the following conditions:

- The employee has more than 12 months of service;
- The employee has worked at least 1,250 hours during the previous 12-month period before the need for leave; and
- The employee is employed at a work site where there are 50 or more employees within a 75-mile radius.

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

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care;
- To care for the employee's spouse, registered domestic partner, child, or parent who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform his or her job.

For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the Company uses calendar year.

Under most circumstances, leave under federal and state law will run at the same time and the eligible employee will be entitled to a total of 12 weeks of family and medical leave in the designated 12-month period.

However, leave because of the employee's disability for pregnancy, childbirth or related medical condition is not counted as time used under California law (the California Family Rights Act). Time off because of pregnancy disability, childbirth or related medical condition does count as family and medical leave under federal law (the Family and Medical Leave Act). Employees who take time off for pregnancy disability and who are eligible for family and medical leave will also be placed on family and medical leave that runs at the same time as their pregnancy disability leave. Once the pregnant employee is no longer disabled, she may apply for leave under the California Family Rights Act, 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. California Family Rights Act 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 California Family Rights Act leave (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.

The following procedures shall apply when an employee requests family leave:

- Please contact the Manager on duty as soon as you realize the need for family/medical leave.
- If the leave is based on the expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or a family

member, the employee must notify the Company at least 30 days before leave is to begin. The employee must consult with his or her supervisor regarding scheduling of any planned medical treatment or supervision in order to minimize disruption to Company operations. Any such scheduling is subject to the approval of the health care provider of the employee or the health care provider of the employee's child, parent, or spouse.

- If the employee cannot provide 30 days' notice, the Company must be informed as soon as is practical.
- If the Family and Medical Leave Act/California Family Rights Act request is made because of the employee's own serious health condition, the Company may require, at its expense, a second opinion from a health care provider that the Company chooses. The health care provider designated to give a second opinion will not be one who is employed on a regular basis by the Company.
- If the second opinion differs from the first opinion, the Company may require, at its expense, the employee to obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee. The opinion of the third health care provider shall be considered final and binding on the Company and the employee.

The Company requires the employee to provide certification within 15 days of any request for family and medical leave under state and federal law, unless it is not practicable to do so. The Company may require recertification from the health care provider if additional leave is required. If the leave is needed for to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

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

When both parents are employed by the Company, and request simultaneous leave for the birth or placement for adoption or foster care of a child, the Company will not grant more than a total of 12 workweeks of family/medical leave for this reason.

If an employee cites his/her own serious health condition as a reason for leave, the employee must provide a certification from the health care provider stating:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of his/her position because of the serious health condition.

The Company will require certification by the employee's health care provider that the employee is fit to return to his or her job.

Failure to provide certification by the health care provider of the employee's fitness to return to work will result in denial of reinstatement for the employee until the certificate is obtained.

1-Payment is due when it would be made by payroll deduction.

Paid leave **will be** substituted for unpaid leave in the following circumstances:

- Accrued sick leave is required to be used during Family and Medical Leave Act/California Family Rights Act leave for the employee's own serious health condition, or, up to a limit of that which is accrued over six months, to attend to the illness of a child, parent, or spouse of the employee.

Paid leave **may be** substituted for unpaid leave in the following circumstances:

2- Accrued sick leave may be used for the care of a family member if mutually agreed upon by the Company and the employee.

Under most circumstances, upon return from family/medical leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. For example, if an employee on family/medical leave would have been laid off had he or she not gone on leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement. In addition, an employee's use of family/medical leave will not result in the loss of any employment benefit that the employee earned before using family/medical leave.

Reinstatement after family/medical leave may be denied to certain salaried "key" employees under the following conditions:

- An employee requesting reinstatement was among the highest-paid 10 percent of salaried employees employed within 75 miles of the work site at which the employee worked at the time of the leave request;
- The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;
- The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- If leave has already begun, the Company gives the employee a reasonable opportunity to return to work following the notice described previously.

For additional information about eligibility for family/medical leave, contact the Manager on duty.

SECTION 7 - EMPLOYEE COMMUNICATIONS

7.1 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with their immediate supervisor. At this level, employees usually reach the simplest, quickest, and most satisfactory solution. If the employee and supervisor do not solve the problem, Insul Techs encourages employees to contact the CEO or Manager on duty.

Confirmation of Receipt

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

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

I understand and agree that nothing in the employee handbook creates or is intended to create a promise or representation of continued employment and that employment at Company is employment at-will; employment may be terminated at the will of either the Company or myself.

My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Company and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with Company.

Employee's Signature _____

Date _____