



**Uretsky Security  
Employee Handbook of  
Policies & Procedures**

# **Employee Handbook Uretsky Security**

## **Essential Legal Provisions**

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## Employee Handbook – Uretsky Investigations & Security

### **Introductory Statement**

Welcome! As an employee of Uretsky Security, you are an important member of a team effort. We hope that you will find your position with Uretsky Security, rewarding, challenging, and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of Uretsky Investigations & Security.

This Employee Handbook is intended to explain the terms and conditions of employment of all full- and part-time employees. Please read this Handbook carefully and completely, and save it for future reference as failure to follow Company policies, procedures, and rules can result in discipline, up to and including discharge. If you have any questions, please contact Bill Uretsky.

### **Mission Statement**

Uretsky Security is a team, with every person in the company a player, expected and needed to perform to their fullest capacity. Our objective is to remain committed to quality service and strengthening the connection between its employees and clients. The most important objective for providing successful security is to understand exactly what each client's requirements and expectations are so we can station the best qualified Security Officer to fit into that client's business profile.

### **Integration Clause and the Right to Revise**

This Employee Handbook contains the employment policies and practices of the Company in effect at the time of publication.

In order to run its business effectively, the Company reserves the right to revise, modify, delete, improve or add to any and all procedures, wages, hours and working conditions, including but not limited to demotion, promotion, transfers, compensation, benefits, shifts, location of work, job duties, policies and rules set forth in this Handbook at any time.

The only exception to this statement regarding the Company's right to revise its policies is the policy of at-will employment. That policy cannot be altered except by a written document signed by Bill Uretsky, the Legal Owner of the Company. When changes in policies and benefits are made, the Company will endeavor to notify the affected employees; however, notice is not required. No Company policy or benefit plan should be construed to imply a contract or guarantee of continuing employment with the Company or employment for any specific length of time.

All representations by any manager or other employee of the Company that conflict in any way with anything set forth in this Handbook are invalid unless specifically agreed to in writing by a Owner of the Company. This Handbook supersedes all prior oral and/or written policies, procedures, rules, regulations, commitments and practices by the Company.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures.

### **At-Will Employment Status**

All Company employees are employed on an at-will basis for an indefinite period. This means that employment may be terminated with or without cause, and with or without notice, at any time by the employee or by the Company. Nothing in this Handbook shall limit the right to terminate at-will employment.

This policy shall not be considered modified by conduct of any employee or agent of the Company, or by any statements contained in this Handbook or any other materials generated by the Company or its employees. Nothing contained in this or any other Employee Handbook or any other materials generated by the Company or its employees, nor any statements made by any employee shall require the Company to have "just cause" to terminate an employee, to change the terms and conditions of your employment, or otherwise restrict the Company's right to terminate employees at will or to change the terms and conditions of 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 Director of the Company has the authority to make any such agreement, which is binding only if it is in writing. This constitutes the entire agreement between the Company and its employees with regard to the matters set forth in this paragraph.

### **Equal Employment Opportunity with ADA Provision**

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This Company is an equal opportunity employer and makes employment decisions on the basis of 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, age (over 40), 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 includes a perception that anyone having 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 the operations of the Company and prohibits unlawful discrimination by any employee of the Company, including supervisors and co-workers.

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

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Director and request such an accommodation in writing. The individual with the disability should specify what accommodation he or she needs to perform the job. The Company then will conduct an investigation to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform his or her job. The Company will respond in writing, and identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Company will make the accommodation.

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. 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 co-workers.

### **Immigration Law Compliance**

URETSKY SECURITY is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed the form within the past three years, or if their previous I-9 is no longer retained or valid.

### **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, national origin or ancestry, physical or mental disability, medical condition, marital status, age, sexual orientation or any other basis protected by federal, state or local law or ordinance or regulation. *All such harassment is unlawful*. Note that unlawful harassment includes harassment based on a 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. 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 co-workers.

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;

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- 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.
- Any other conduct that unreasonably interferes with an employee's performance of his or her job or that creates an intimidating, hostile or offensive working environment.

If you believe that you have been unlawfully harassed, or witnessed unlawful harassment, submit a written complaint to your own or any other Company supervisor as soon as possible after the incident. Your complaint should include details of the incident or incidents, names of the 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.

Sexual conduct is considered harassment only when it is "unwelcome." This inquiry often involves an assessment of whether the recipient made it known that the conduct was unwelcome. Employees subjected to unwelcome sexual conduct, therefore, are (i) encouraged to inform the perpetrator that the conduct is considered offensive and should stop, and (ii) are directed to initiate the internal complaint procedure described above.

The Company considers any unlawful harassment to be a major offense which can result in disciplinary action for the offender, up to and including discharge. In addition, disciplinary action will be taken against any employee who attempts to discourage or prevent another employee from bringing unlawful harassment to the attention of management. The Company directs all employees to report any incidents of harassment forbidden by this policy *immediately* so that complaints can be quickly and fairly resolved. The Company wants to assure all of its employees that measures will be undertaken to protect those who complain about harassment from any further acts of harassment, discrimination, coercion or intimidation, and from retaliation due to their reporting in good faith an incident of this type or participating in good faith in an investigation or proceeding concerning the alleged harassment.

If you believe that the above procedures have not resolved your situation, you may contact that the Federal Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH"). These government agencies investigate and prosecute complaints of prohibited harassment in employment, serve as neutral fact-finders, and will attempt to assist the parties to voluntarily resolve their disputes. The nearest office is listed in the telephone book.

A complaint of sexual harassment must be filed with the DFEH within one year of harassment. If the DFEH finds evidence of sexual harassment and settlement efforts fail, the DFEH may file a formal accusation on the employee's behalf. The DFEH then may either initiate a public hearing before the Fair Employment and Housing Commission ("FEHC") or file a lawsuit on the complainant's behalf. The individual harasser may be held personally liable. The offices of the FEHC/DFEH agencies can be reached by calling (800) 884-1684. The district office for the DFEH in Los Angeles is located at 611 West 6<sup>th</sup> Street, Suite 1500, Los Angeles, California 90017.

A complaint of sexual harassment also may be filed, within 300 days of the harassment, with the Federal Equal Employment Opportunity Commission, which can be contacted at 901 Market Street, Suite 500, San Francisco, California 94103, (415) 356-5100, or check the telephone directory for local listings.

### HARASSMENT POLICY

**PURPOSE:** To establish a policy prohibiting harassment on the basis of any protected classification (such as gender, race, national origin, religion, etc) and to provide employees with a vehicle to report prohibited harassment on the part of co-workers, supervisors, clients, customers, or any individual that they may encounter in the workplace.

**SCOPE:** The policy covers all *Uretsky Security* employees and protects employees from harassment by co-workers, supervisors, customers, clients or other individuals that they encounter in the work place.

**REPORTING PROCEDUDRE:** Anyone who feels that he/she has been subjected to conduct which violates this policy should immediately report the matter to his/her immediate Supervisor, District Manager, or Human Resource Manager. If you are unsure whom to raise an issue of harassment with, or, if you have not received a satisfactory response within five (5) business days after reporting any incident that you perceive to be harassment, please contact Bill Uretsky at 831-905-6147

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Violation of this harassment policy will result in disciplinary action, up to and including termination. *In addition, Uretsky Security will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigation of such reports in accordance with this policy.*

Harassment includes, but is not limited to:

- Misconduct which creates a hostile work environment because of an employee's race, color, sex, religion, national origin, physical or mental disability, age, or sexual orientation.
- Reassignment by management to undesirable work or management refusing to acknowledge an employee who has reported a harassment violation.
- Posting or showing photographs, calendars, cartoons, or other literature which may be considered derogator, including any and all computer base inappropriate materials of an offensive nature. Discussion or telling "dirty" jokes or jokes with sexual connotation regarding employee's anatomy
- Any other conduct that *MIGHT* be considered offensive by a group of employees or an individual and/or which crease a hostile work environment.

Sexual Harassment consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-biased nature where:

- Submission to such conduct is explicitly or implicitly a condition of employment (explicit shall mean, "definite, clearly stated", and implicit shall mean "implied").
- Submission to or rejection of such conduct is used as the basis for employment decisions.
- Such behavior has the purpose or effect of "unreasonably" interfering with an individual's performance on the job or creating an intimidating, hostile, or offensive work environment.

Physical Harassment includes hitting, pushing, or other aggressive physical contact or threats of physical harm that are either implicit or explicit.

Verbal Harassment includes derogatory or vulgar comments or the distribution of written or graphic material regarding a person's sex, religion, age, ethnic heritage, physical appearance, or threatening physical harm, or the distribution of written or graphic material having such effects.

### COMPLAINT PROCEDURES

*PURPOSE:* To establish a procedure where every employee has the opportunity to seek redress for any complaint relating to terms or conditions of employment.

*STEPS:*

#### A. Hearing with Supervisor

1. If an employee's complaint has not been resolved informally, the Employee seeking relief may, within twenty (20) working days after the Employee knew or should have known the facts upon which the complaint is based, complete the Employee's Complaint form and submit it to the Supervisor.
2. Within (10) working days after receipt of the Employee's Complaint Form, the Hearing Officer shall conduct a hearing with the employee submitting the complaint. Witnesses, documents, and other evidence may be presented at the hearing, but all such presentations shall be restricted to the complaint described on the form.
3. Within ten (10) working days following the hearing, the Hearing Officer shall submit to the employee and other appropriate person a written response to the complaint.
4. An employee may, within five (5) working days following receipt, file a written appeal of the decision with the Company owner.
5. The company owner shall designate a person who does not have direct supervisory authority over the employee to conduct a hearing promptly. Witnesses and evidence may be submitted.
6. Within five (5) working days following the hearing, the Hearing Officer shall submit to the employee, with a copy to the company owner, a written response including his/her findings, conclusions, and any recommendation for remedial action. If the report recommends remedial action, the company owner shall either approve or disapprove the action recommended and shall so notify the employee in writing.

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7. The employee, may, within five (5) working days following receipt, file a written appeal of the decision with the company owner. The appeal shall be based solely upon the evidence or witnesses presented at the hearing.
  8. The company owner shall promptly review the record and report from the Hearing Officer and may, at his discretion, receive additional evidence in any form designated by him if he considers the record inadequate for full disposition of the complaint.
  9. Within five (5) working days after his review of the record or of any additional evidence, the company owner shall submit to the complainant a written statement of his conclusions regarding the complaint and any remedial action deemed appropriate.
- B. Waiver
1. The Company owner may, at his discretion, waive Step 1 of the procedure and assign a Hearing Officer to hear the complaint.
- C. Time Limit
1. By agreement, the time limit set out in this procedure may be extended. A failure by an employee to comply with the time limit shall result in the dismissal of the complaint.

### VIOLENCE IN THE WORKPLACE

*PURPOSE:* To establish a procedure to prevent violence in the workplace and maintain a safe work environment.

1. All employee's, including supervisors and temporary employees, should be treated with courtesy and respect.
2. Employee's must refrain from fighting, horseplay, or other conduct that may be dangerous to others.
3. Firearms, weapons, and other dangerous or hazardous devices or substance are prohibited from the premises unless expressly authorized by other policies.
4. Word or conduct that threaten, intimidate, or coerce another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age or any characteristic protected by federal, state or local law. This policy however, is not intended to and does not supersede other company policies prohibiting discrimination and harassment.
5. This policy should not be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring, or a life-threatening situation from developing.
6. The threat of or actual violence, both direct and indirect, should be reported as soon as possible to an employee's immediate supervisor or any other member of management. This includes threats of or actual violence by employees, customers, vendors, solicitors, or other members of the public. A report should be specific and detailed as possible.
7. All suspicious behaviors or activities should also be reported as soon as possible to a supervisor or a management member.
8. All complaints will promptly and thoroughly be investigated. The identity of the individual making a report will be protected to the extent practical consistent with the investigation.
9. In order to maintain workplace safety and the integrity of its investigation, Uretsky Security may suspend employees, either with or without pay, pending investigation.
10. Anyone determined to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including recommendation for termination of employment.
11. Uretsky Security encourages employees to bring their disputes or difference with other employees to the attention of their supervisors before the situation escalates into potential violence. Uretsky Security is eager to assist in the resolution of employee disputes and will not discipline employees who, in good faith, raise such concerns.

**Employment Policies and Practices**

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### New Employees and Trial Service Period

The first six (6) consecutive months of continuous employment at the Company, following the most recent commencement of employment, is considered a trial service period. During this time you will learn your responsibilities, get acquainted with fellow employees, and determine whether or not you are happy with your job. Your supervisor will closely monitor your performance.

Upon completion of the trial service period, the Company will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, it will advise you of any improvements expected from you. At that time, you may express suggestions to improve the Company's efficiency and operations. Completion of the trial service period does not entitle you to remain employed by the Company for any definite period of time, but rather allows both you and the Company to evaluate whether or not you are right for the position.

As a reminder, all employment with Uretsky Security is "at-will." This means that the employee's employment with the Company may be terminated at any time, with or without advance notice, and with or without cause. Likewise, the employee is free to end his or her employment at any time. The employee also may be demoted or disciplined and the terms of his or her employment may be altered at any time, with or without cause, at the discretion of the Company. No one other than the Director of the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Director of the Company and by the affected employee.

### Attendance Policy

Employee and public safety being our main mission and an integral part of our job description, we must meet the minimum deployment standards.

If you are late for work more than three (3) times in any twelve (12) month period, absent without notification, or canceling work on short notice (less than 4 hours notification) more than twice (2) in a twelve month period (excepting doctor excused illness), you will be considered as habitually late or absent. This is a terminable violation of policy. If you do not call in sick/absent four (4) hours prior to your shift by notifying your supervisor, this will be considered a violation of the attendance policy. Violations will be dealt with using our progressive disciplinary system.

### Outside Employment with other Security Companies

All employees must obtain written permission from the owners of Uretsky Security in order to work for another security company. Those working for another security company without written permission will be terminated.

### Full-Time Employees

Regular full-time employees are those who are scheduled for and do work 40 hours per week.

### Temporary Employees

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or less; however, such assignments may be extended. Temporary employees are not eligible for employee benefits except those mandated by applicable law.

### Inactive Status

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds 30 days, will be placed on inactive status.

### Job Duties

During the trial period, your supervisor will explain your job responsibilities and the performance standards expected of you. 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.

The Company reserves the right at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

### Work Schedules

The Company is normally open for business 24 hours a day seven days a week. Your supervisor will assign your individual work schedule. All employees are expected to be at their desks or workstations at the start of their scheduled shifts, fully dressed, and ready to work. **AT NOT TIME DO WE GET DRESSED ON THE JOB SITE**

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Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

### **Meal Periods and Rest Breaks**

Employees are not permitted to work during their meal periods unless they work under circumstances warranting an on-duty meal period, according to Industrial Wage Order No. 4 of the Department of Industrial Relations, and have signed a valid Meal Period Waiver, as explained below. Employees who violate this policy shall be subject to discipline, up to and including termination.

The sole exception to the off-duty meal period policy will be when the nature of the work prevents the employee from being relieved of all duties. Under such circumstances, employees may take an on-duty meal period. On-duty meal periods are paid and count as time worked for purposes of calculating overtime, but employees are required to continue working during on-duty meal periods. In order to be eligible for on-duty meal periods, an employee must sign the Company's On-Duty Meal Period Waiver Agreement.

Employees who work more than three and one-half hours are allowed a 15-minute rest break for every four hours worked or major portion thereof. Employees are not permitted to work during their rest periods. Employees who violate this policy shall be subject to discipline, up to and including termination.

You are expected to observe your assigned working hours and the time allowed for rest periods. The rest break is for taking care of personal needs. However, you may not leave the premises during your rest period and do not take more than 15 minutes for each rest period.

- Employees leaving the job site to eat lunch or take breaks will not be paid for their time away
- Employees are not to leave their empty food containers, bags, or other items at the job site or in the client's trash containers.
- Food brought to the job site must be in concealed containers so the food items can't be seen by the client or customers

### **Timekeeping Requirements**

All employees are required to record time worked for payroll purposes using a Company-issued timekeeping record (which includes paper, punch card, key card, computer/electronic entry, or whatever timekeeping method is available at the post). Employees must record their own time at the start and at the end of each work period, including before and after the lunch break. Employees also must record their time whenever they leave the building for any reason other than Company business.

Any markings or changes on the time card must be initialed by a supervisor. Under no circumstances is it acceptable for any employee to mark another employee's time card, or allow another employee to mark your time card, or otherwise alter a time card. Any infraction of this rule is cause for discipline, including immediate discharge.

Every employee and supervisor shall review their time records for signatures and accuracy prior to submitting them for payroll every Wednesday. The employee must report any errors on the time card immediately to his or her supervisor.

Time records submitted to the payroll department with errors may result in a delay in the employee receiving his or her paycheck during the relevant pay period. An employee may be required to wait until the following payroll period to receive his or her check once the erroneous time record has been corrected and submitted to payroll. For this reason, it is very important that time records be completed properly and in a timely manner. Accurate records are not only a requirement of state and federal regulations, but also assure employees that they will be paid properly.

### **Payment of Wages**

Paychecks are available bi-weekly. If you observe an error on your check, report it immediately to your supervisor.

#### Biweekly Payments

All employees of the Company are paid on the 1<sup>st</sup> and 16<sup>th</sup> of each month. If a regular payday falls on a holiday or week-end, employees will be paid on the next day worked after the holiday or week-end. Employees can either pick-up their pay check or have it mailed.

### **Overtime**

Due to the nature of our business, employees may be required to work overtime as necessary.

1. **Job Categories**

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All Company employees fit into one of two categories with regard to overtime.

- a. Non-exempt/hourly employees include all those paid on an hourly basis and who are entitled to overtime pay.
- b. Salaried/exempt employees include certain Company directors, officers, managers and supervisors and administrative personnel who are paid on a salary basis but who are not entitled to “overtime” pay.

Determination of exempt or non-exempt status depends on an employee’s job duties. Generally, non-exempt employees are those who spend more than half of their work time working under and at the direction of others, performing tasks that are routine and/or do not require the exercise of discretion. Generally, exempt employees are those who spend more than half of their work time exercising discretion and independent judgment, supervising and/or directing the work of others. There are also specific exemptions that apply to specific job categories and industries. Determinations of exemption status will be made pursuant to state and federal law regulations.

### 2. **Overtime Pay:**

Overtime hours may be worked only if authorized by your supervisor in advance. Only actual hours worked in a given workday can apply in calculating overtime. The Company will attempt to distribute overtime evenly and accommodate individual schedules. Employees who qualify for overtime pay will be compensated for such overtime as follows:

- a. One and one-half times their regular hourly rate of pay for all hours they are required to work in excess of Eighty (80) hours in any pay period.
- b. A pay period begins on the 1<sup>st</sup> of each month and ends on the 15<sup>th</sup> at 12:01 a.m.

There shall be no pyramiding of overtime. When more than one overtime premium can be applied to the same working time (for example, an employee works in excess of eight (8) hours on a particular day and the employee’s hours also total more than 40 hours for that workweek), only one computation, whichever is of greater benefit to the employee, shall be used to compute overtime pay. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

### **Pay for Mandatory Meetings/Training for Non-Exempt Employees**

The Company will pay non-exempt employees for their attendance at meetings, lectures, and training programs under the following conditions:

- 1 Attendance is mandatory;
- 2 The meeting, course, or lecture is directly related to the employee's job but is not related to the retention of his / hers Guard Card (ie: required training from the BSIS); and
- 3 The employee who is required to attend such meetings, lectures, or training programs is notified of the necessity for such attendance by his or her supervisor.

Any hours in excess of Eighty (80) hours in a pay period will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed. This provision does not apply to salaried supervisors. Attendance at mandatory meetings and training sessions is considered one of the many duties and responsibilities of salaried supervisors.

### **Payroll Deductions**

#### 1. **Required Deductions**

The stub on each Company payroll check shows your gross earnings for the weekly pay period minus those deductions required by law. It also shows the cumulative totals of your gross pay and deductions for the calendar year to date. We are required by law to deduct the following from your pay:

- a. Federal Income Tax
- b. State Income Tax
- c. Social Security contributions (F.I.C.A.)
- d. State Disability Insurance premium (S.D.I.)

### **Payroll Advances**

The Company will make payroll advances or loans against current and future earnings only in extreme emergencies and at the discretion of the Director / Owner.

### **Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a Company representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

The Company will restrict disclosure of your personnel file to authorized individuals within the Company. Any request for information contained in personnel files must be directed to the Director. Only the Director is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

### **Personnel Records Names and Addresses**

The Company is required by law to maintain accurate employee records for several purposes. Employees are responsible for notifying the Company in the event of a change in the following personal information:

1. Your name (whether by marriage or otherwise as stated on your Social Security card)
2. Your home address and telephone number
3. Your marital status and correct number of dependents
4. Who to inform in case of emergency, including name(s) and home and work telephone numbers and addresses.

Failure to notify the Director of any such changes could result in disciplinary actions taken, including but not limited to termination of employment.

### **Employment Verification**

All requests for employment verification must be directed to a UPS Director. No other manager, supervisor or employee is authorized to release references for current or former employees. By policy, the Company discloses only the dates of employment, the title of the last position held, and last rate of pay of former employees. If you authorize the disclosure in writing, the Company also will inform prospective employers of your rehire status. NO OTHER INFORMATION WILL BE RELEASED TO ANY PROSPECTIVE EMPLOYER.

### **Performance Evaluations**

All employees will receive periodic performance reviews conducted by his or her supervisor. Generally, your first performance evaluation will take place after completion of 60 days of employment. Subsequent performance evaluations will be conducted annually, on or about the anniversary date of your employment with the Company. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in pay rates or promotions. Pay rate increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

### **Grievance Procedure**

Should you have a complaint or grievance, we ask you to first discuss your grievance with your supervisor, following these steps:

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1. Within a week of the occurrence, bring the situation to the attention of your immediate supervisor, who will then investigate and provide a solution or explanation.
2. If the problem persists, you may describe it in writing and present it to the Director, who will investigate and provide a solution or explanation. We encourage you to bring the matter to the Director as soon as possible after you believe that your immediate supervisor has failed to resolve it.
3. If the problem is not resolved, you may present the problem in writing to the president of the Company, who will attempt to reach a final resolution.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation. We will not tolerate reprisals or retaliation against any employee who exercises his or her rights under the grievance procedure. We will make every effort possible to resolve them quickly in a manner that is equitable to everyone.

This procedure applies not only to complaints about their own circumstances, but also to any violations of Company rules or policies which employees become aware of or witness. The Company expects employees to notify the appropriate supervisor of such violations.

Employees who have complaints regarding possible unlawful harassment and/or discrimination should follow the reporting procedure set forth in the Company's equal Employment Opportunity Policy, above, instead of using this grievance procedure.

### **Employment of Relatives**

The Company may at the Company's discretion refuse to hire or retain relatives of present employees if doing so could result in actual or potential problems in supervision, security, safety or morale, or if doing so could create potential conflicts of interest. The Company defines "relatives" as spouses, children, siblings, parents, in-laws, and step-relatives. The Company reserves the right to transfer relatives from locations or shifts to alleviate the above problem or potential problem at any time. If two employees marry or become related, causing actual or potential problems such as those described above, the Director will make the final decision, taking the employment history and job performance of both employees into account.

### **Conflicts of Interest**

The nature of the services we offer requires us to exercise extraordinary caution to safeguard the integrity of the Company. Employees are expected to act at all times in the interest of the Company without favor or preference based on personal considerations and without regard to possible direct or indirect personal or family gain. A conflict of interest is defined broadly to include any situation in which an employee is engaged in two or more activities or relationships that, to some degree, are mutually incompatible. These situations might include activities, conduct or investments that could conflict with the employee's duty to the Company, or that could adversely affect judgment or job performance.

The appearance of conflict of interest often can be as detrimental as the conflict itself. Any employee who is uncertain about whether an activity is a conflict of interest should speak with the Director of Uretsky Security.

Working for another private security company without written permission from the owners of Uretsky Security is a conflict of interest which will result in termination.

### **Notice**

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

### **Reductions in Force**

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

In determining which employees will be subject to layoff, the Company will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

### **Involuntary Termination and Progressive Discipline**

## Employee Handbook – Uretsky Investigations & Security

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

### Voluntary Termination

Voluntary termination results when an employee voluntarily resigns his or her employment, fails to attend mandatory meetings, or fails to report to work for his scheduled workday without notice to, or approval by, his or her supervisor. All Company-owned property, including vehicles, keys, uniforms, identification badges and credit cards, must be returned immediately upon termination of employment.

### Standards of Conduct

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#### Prohibited Conduct

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and the Company's operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records;
- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft, deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Removing or borrowing Company or client property without prior authorization;
- Unauthorized use of Company or client equipment, time, materials, copying, phone services, television services to include pay per-view, computers or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Participating in horseplay or practical jokes on Company time or on Company premises;
- Carrying firearms or any other dangerous weapons on Company premises at any time unless approved by the Director of Uretsky Investigations and Security;
- Engaging in criminal conduct whether or not related to job performance;
- Causing, creating, or participating in a disruption of any kind during working hours on Company property;
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management;
- Using abusive language at any time on Company premises;
- Failing to notify a supervisor four (4) hours or more when unable to report to work;
- Unreported absence;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules, including rest and lunch periods;
- Failing to provide a sufficiently specific physician's certificate within 48 hours of request;
- Sleeping or malingering on the job;

## Employee Handbook – Uretsky Investigations & Security

- Making or accepting personal telephone calls except in cases of emergency;
- Working overtime without authorization or refusing to work assigned overtime;
- Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Committing of or involvement with any act of unlawful harassment of another individual;
- Reporting to work while under the influence of a controlled substance; being intoxicated or under the influence of a controlled substance while at work; use, possession or sale of a controlled substance in any quantity while on Company premises, except personal medications prescribed by a physician which do not impair work performance;
- Failure to comply with any grooming standard, as described in this Handbook;
- Violating the non-disclosure agreement; giving confidential or proprietary information to competitors or other organizations or to unauthorized Uretsky Investigations & Security employees; working for a competing business while being a Uretsky Investigation & Security employee; breach of confidentiality of personnel information including personal wage information to other employees;
- Spreading malicious gossip and/or rumors; engaging in behavior which creates discord and lack of harmony among employees; interfering with another employee on the job; restricting work output or encouraging others to do the same;
- Immoral conduct or indecency on Company property;
- Conducting a lottery or gambling on Company premises;
- Use of Company, clients, or personal cell phones for personal calls;
- Smoking in restricted areas or at non-designated times, as specified by Company rules. No uniformed officer is permitted to smoke while in the public or clients view;
- Creating or contributing to unsanitary conditions;
- Buying Company merchandise for resale;
- Speeding or careless driving of Company vehicles or of personal vehicles on Company or client property;
- Failure to immediately report damage to, or an accident involving, Company or client equipment or property;
- Soliciting during working hours and/or in working areas for any reason, including seeking financial gain for yourself, friends, relatives or acquaintances; 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;
- Not maintaining a telephone at residence and to keep Uretsky Investigation & Security informed of any changes in address or telephone numbers to a supervisor and the corporate office;
- Failure to immediately depart off the work premises after the completion of a shift;
- Discussing Uretsky Investigation & Security or client business with the media, insurance companies, attorneys etc., without prior permission from the Director of Uretsky Investigations & Security;
- Parking in areas not designated parking areas for employees;
- Unbecoming conduct of an employee, officer, supervisor or manager of Uretsky Investigations & Security;
- Violation of posted client policies or procedures;
- Violations of any public laws while on duty;

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- Bringing TV's, video games or other non approved reading material to their assigned post;
- Failure to notify Company of any arrest on or off duty;
- Not returning company phone calls in a timely manner (1-2 hours upon receiving call)
- Failure to notify Company of suspension or revocation of driving privileges.
- Working for another private security company without written permission.

This statement of prohibited conduct does not alter the Company'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. Violations can result in civil and or criminal prosecution.

**NOTE: Uretsky Security; prosecutes all cases of theft to include phone services and pay per-view channels.**

### Employee Discipline

Like most organizations, the Company utilizes various procedures to address work problems such as misconduct or poor performance. The Company utilizes a system of progressive discipline that includes verbal warnings, written warnings, demotions, disciplinary suspensions without pay and discharge in response to unacceptable conduct. However, there may be occasions where the Company determines that circumstances warrant immediate termination without any prior warning(s), suspension(s), or notice. The Company also reserves the right to suspend employees with or without pay during an investigation into alleged or suspected misconduct.

When verbal warnings are given, they will be noted in the employee's personnel file. Written warnings and suspension notices should be signed both by the supervisor and employee. The employee's signature is not an admission of guilt, but merely acknowledges receipt of the notice. If an employee disagrees with the warning and desires to make comments, the employee is entitled to write these comments on the warning memorandum form. When written warnings are given, the employee will receive a copy of the warning or suspension notice and a copy will be placed in the employee's personnel file.

Nothing in this policy should be construed to limit or otherwise alter the Company's right to terminate employment at will  
**Off-Duty Conduct**

While the Company does not seek to interfere with your off-duty conduct, certain types of off-duty conduct may interfere with the Company's legitimate business interests.

Employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's integrity, reputation or credibility. Off-duty conduct that adversely affects the Company's legitimate business interests or an employee's ability to perform his or her work will not be tolerated and may result in disciplinary action up to and including termination. The following types of additional employment elsewhere are strictly prohibited:

- Additional employment that conflicts with an employee's work schedule, duties, and responsibilities at our Company;
- Additional employment that creates a conflict of interest or is incompatible with the employee's position with our Company;
- Additional employment that impairs or has a detrimental effect on the employee's work performance with our Company;
- Additional employment that requires the employee to conduct work or related activities on the Company's property during the employer's working hours or using our Company's equipment; and the facilities and/or
- Additional employment that directly or indirectly competes with the business or the interests of our Company.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to the Director explaining the details of the additional employment. If the additional employment is authorized, the Company assumes no responsibility for it. The Company shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

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Many of our clients encourage our personnel to support their enterprises by eating, shopping, and partaking in their many entertainment opportunities. Please be advised that even when you are off duty on client property, you must conduct yourselves in a manner which will bring credit to yourselves and our company. While interacting on client property, you must at all times conduct yourself in a manner which does not bring discredit to yourself or our company.

### **Drug and Alcohol Abuse**

The Company desires to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner. To this end, the Company is concerned about the use of controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the Company. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the Company to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's value to the Company.

The following rules and standards of conduct apply to all employees either on Company property, or any premises where an employee may be working on behalf of the Company, or during the workday (including meals and rest periods). Behavior that violates Company policy includes:

- Possession or use of an illegal or controlled substance, or being under the influence of an illegal or controlled substance while on the job;
- Driving a Company vehicle while under the influence of alcohol or controlled substance; and
- Distribution, sale, or purchase of an illegal or controlled substance while on the job.

Violation of these rules and standards of conduct will not be tolerated. The Company also may bring the matter to the attention of appropriate law enforcement authorities.

In order to enforce this policy, the Company reserves the right to conduct searches of Company property or employees and/or their personal property and to implement other measures necessary to deter and detect abuse of this policy.

An employee's conviction on a charge of illegal sale or possession of any controlled substance while off Company property will not be tolerated because such conduct, even though off duty, reflects adversely on the Company. In addition, the Company must keep people who sell or possess controlled substances off the Company's premises in order to keep the controlled substances themselves off the premises.

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify a supervisor of such use immediately before starting or resuming work.

The Company will encourage and reasonably accommodate employees with alcohol or drug dependencies to seek treatment and/or rehabilitation. Employees desiring such assistance should contact the Director and request a treatment or rehabilitation leave. The Company is not obligated, however, to continue to employ any person whose performance of essential job duties is impaired because of drug or alcohol use, nor is the Company obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. Additionally, employees who are given the opportunity to

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seek treatment and/or rehabilitation, but fail to successfully overcome their dependency or problem, will not automatically be given a second opportunity to seek treatment and/or rehabilitation. This policy on treatment and rehabilitation is not intended to affect the Company's treatment of employees who violate the regulations described previously. Rather, rehabilitation is an option for an employee who acknowledges a chemical dependency and voluntarily seeks treatment to end that dependency.

### **Punctuality and Attendance**

As an employee of the Company, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, fully dressed, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must under all but the most extenuating circumstances call your supervisor at least four (4) hours before the time you are scheduled to begin working for that day. If you call less than four (4) hours before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated. This Company defines excessive tardiness as three (3) days in a year period.

If you fail to report for work without any notification to your supervisor the Company will consider that you have abandoned your employment.

### **Dress Code and Other Personal Standards**

Please understand that you are expected to dress and groom yourself in accordance with accepted social, professional and business standards, particularly if your job involves dealing with clients, customers or visitors in person.

All officers shall possess at all times a serviceable uniform and the necessary equipment to perform uniform duty. Officers assigned to duty wherein a special uniform is required shall also possess the uniform required by their special assignment. All uniforms and equipment referred to in this Handbook shall meet the specifications outlined as follows:

- A neat, tasteful appearance contributes to the positive impression you make on our clients;
- You are expected to be suitably attired (complete uniform) and groomed during working hours or when representing Uretsky Investigation & Security;
- A good, clean appearance bolsters your own poise and self-confidence and greatly enhances our company image;
- When working at customer's site, arrive fully dressed and in proper uniform. Do not get dressed in your vehicle or the client's parking lot or building.
- All uniforms and equipment shall be maintained in a clean, serviceable condition and shall be ready at all times for immediate use.
- **Remember, you only have one opportunity to make a positive first impression.**

### **Hair Standards**

- 1 Female Employees: On-duty uniformed female employees shall arrange their hair so that it does not extend below the bottom edge of the collar. Hair shall be arranged so as not to interfere with vision in any way. Hair shall not be left hanging down in a ponytail hairstyle for safety reasons.
- 2 Male Employees: On-duty male employees shall keep their hair properly trimmed. The hair shall be at least moderately tapered, shall not extend below the top of the shirt collar nor cover any portion of the ear, and shall not interfere with vision in any way.

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- 2 **Sideburns:** Sideburns shall not exceed beyond a point even with the bottom of the ear lobe and shall extend in a clean-shaven, horizontal line. The flare (terminal portion of the sideburn) shall not exceed the width of the major portion of the sideburn by more than one-fourth of the un-flared width. The sideburn shall be trimmed and neat in appearance.
- 2 **Mustaches:** A short and neatly trimmed mustache of natural color may be worn. Mustaches shall not exceed below the vermilion border of the upper lip or the corners of the mouth and may not extend to the side more than one-half inch beyond the corners of the mouth.
- 2 **Beards:** Employees shall be clean-shaven when reporting to duty. A growth of whiskers shall be permitted for medical reasons with documentation from a medical doctor stating the specific medical reason. Uretsky Investigation & Security reserves the right to assign officers to duties requiring the least possible exposure.

### **Fingernails**

Officers' fingernails shall not exceed more than one-fourth inch from the tip of the finger and cannot interfere in any way in the performance of assigned duties.

### **Ornamentation**

On-duty officers shall not wear any unauthorized ornamentation such as large conspicuous rings or necklaces. Conservative jewelry is generally approved. A wedding or engagement ring is appropriate, but not a ring on every finger or thumb. No "body piercing" through the nose, tongue or eyebrow, or any other visible area not concealed by a regulation uniform may be worn while on duty. Male officers are prohibited from wearing earrings while on duty.

### **Shoes / Uniform**

Uniforms will clean and worn appropriately. Shirts will be tucked into the pants, socks will be black, and pants will be worn properly and not below the waist exposing undergarments.

Uniform shoes shall be black in color and they will be kept polished. Low top shoes require black socks.

Non-Uniform consists of a black or blue suit & tie combination with black / blue socks and dress shoes. Uretsky Investigations & Security Badge is to be worn on the belt and visible to the public

Personal appearance should be a matter of concern for each employee. If your supervisor or designated company representative feels your attire and/or grooming is out of place, you may be asked to leave your workplace until you are properly attired and/or groomed. Employees who violate dress code standards may be subject to appropriate disciplinary action. Uretsky Investigation & Security reserves the right to start at any disciplinary step, repeat the disciplinary step or proceed to termination. Uretsky Investigation & Security is an at-will employer. Keep in mind the discomfort your supervisor or designated company representative would feel if he/she had to address any of these issues with you.

- Uniforms: \$100 deposit for uniforms which will be returned to you when the uniforms are returned in good condition (clean, no stains or damage).
- Badges: \$65 deposit which will be returned to you when it is returned
- Blazer: \$75.00 deposit which will be returned to you when the Blazer is returned in good condition (clean, no stains or damage)

### **Equipment**

No employee is authorized to wear, carry or be in possession of a fire-arm, knife, pepper spray, handcuffs, baton (PR-24), brass knuckles, sap, or any other item described in the California Penal code as a dangerous weapon unless authorized by the corporate office following documentation of proper training and/or licensing for use while employed at the job location and a copy of all current applicable training documents are on file with the corporate training coordinator. Employees are required to bring the following items to a job site

- Cell Phone
- Flashlight – night time only
- Pen & Pad
- Driver's License
- Valid Guard Card
- Proper Uniform

### **Customer Relations**

Employees are expected to be polite, courteous, prompt, and attentive to every customer or client. When an employee encounters an uncomfortable situation that he or she does not feel capable of handling, a supervisor should be called immediately.

Ours is a service business and all of us must remember that the customer and client always comes first. Our customers and clients ultimately pay all of our wages.

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

Phones will be answered in a professional and polite manner stating your location and name.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the customer or client in obtaining the help he or she needs. If you are unable to help a customer or client, find someone who can.

All correspondence and documents, whether to customers 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.

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

Employees are prohibited from engaging in the following with the client / customer;

- Entering into an agreement or contract with client/customer to provide personal services in competition with Uretsky Security.
- Using clients / customers telephones for personal calls
- Engaging in solicitation on or off the job site
- Taking gratuities
- Leaving trash at the job site, including food wrappers, bottles, cans, reading material, etc

**Confidentiality and Non-Competition Agreement**

Upon accepting employment with Uretsky Investigation & Security, each employee is asked to sign a Confidentiality and Non-Competition Agreement which generally provides that you will not disclose or use any Uretsky Investigation & Security or clients' confidential information, either during or after your employment. The employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding the Company, its suppliers, its customers, or perhaps even fellow employees. You have responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by the Company.

In consideration of employee's employment and the compensation paid to employee, employee hereby acknowledges and agrees with Company as follows:

1. **Definitions.** As used in this Agreement, the following terms having the following definitions:
  - "Clients" means any person or entity for whom Company performs services or from whom Company, employee, or both obtain information.
  - "Confidential information" means proprietary techniques and confidential information that Company has or will develop, compile, or own, or that Company receives under conditions of confidentiality. Confidential information includes not only information disclosed by Company (including its employees, agents, and independent contractors) or its Clients to employee in the course of employment, but also information developed or learned by employee during the course of employment with Company. Confidential information is to be broadly defined and includes (i) all information that has or could have commercial value or other utility in the business in which Company or clients are engaged or in which they contemplate engaging, and (ii) all information that, if disclosed without authorization, could be detrimental to the interest of Company or clients, whether or not such information is identified as confidential information by Company or clients. By example and without limitation, confidential information includes all information on teaching techniques, processes, formulas, trade secrets, inventions, discoveries, improvements, research, or development test results, specifications data, know-how, formats, marketing plans, business plans, strategies, forecasts, unpublished financial information, budgets, projections, and customer and supplier identities, characteristics, and agreements.
2. **Effective Date.** This Agreement will become effective on the earlier of (i) commencement of employee's employment with Company, or (ii) the date and time at which any confidential information was or is first disclosed to employee.
3. **Protection of Company's Confidential Information.** At all times during and after employee's employment, employee will hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party any confidential information except in the course of Employee's employment with Company and for the benefit of Company. Employee will not cause the transmission, removal or transport of confidential information from Company's principal place of business.

Employee acknowledges that the unauthorized use or disclosure of confidential information may be

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highly prejudicial to the interests of Company or its clients, an invasion of privacy, or an improper disclosure of trade secrets.

If employee desires to publish the results of employee's work for the Company through literature or speeches, employee must submit such literature or speeches to Company's Director at least 30 days before dissemination of such information. Employee will not publish, disclose or otherwise disseminate such information without the prior written approval of Company's Director.

4. **Non-Competition.** Except with the express prior written consent of Company's Director, employee will not, during the period of employment with Company, (i) engage in any employment or activity, other than for the Company, in any business in which Company is engaged or contemplates engaging, (ii) induce any other employee of or consultant to the Company to engage in any such employment or activity, or (iii) solicit any clients or potential clients of Company for services similar to those performed by Company, even if not directly competitive with Company for such services.

For a period of two years immediately after termination of employee's employment with Company, employee agrees not to interfere with Company's business by using any information about the Company or the Company's clients, consultants, or other business relationships obtained during the course of employment with the Company to solicit an employee to leave Company's employ, or to induce a consultant to sever the consultant's relationship with Company, or to solicit business from any of Company's customers or clients.

5. **Prior Knowledge and Prior Relationships.** Except as disclosed by employee in writing, employee has no knowledge of any of the confidential information other than information employee has learned from Company.

Employee has no agreements, relationships, or commitments to any other person or entity that conflict with or would prevent employee from performing any of employee's obligations to Company under this Agreement.

Employee will not disclose to Company, use, or induce Company to use any proprietary information or trade secrets of others. Employee represents and warrants that employee has returned all property and confidential information belong to all others.

6. **Termination of Employment.** Employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of the Company or the employee. Nothing in this Agreement will limit or otherwise alter the foregoing.

If employee's employment with the Company is terminated for any reason, employee shall promptly and without request (i) inform the Company of and deliver to Company all documents and data pertaining to employee's employment and the confidential information. Employee shall not retain any written or other tangible material containing any information concerning or disclosing any confidential information.

If employee's employment with the Company is terminated for any reason, employee will protect the value of the confidential information and will prevent their misappropriation or disclosure. Employee will not disclose or use any confidential information for employee's benefit for the benefit of any third party, or to the detriment of the Company or its clients.

Employee recognizes that the unauthorized taking of any of the Company's trade secrets is a crime under California Penal Code Section 499c, punishable by imprisonment for a time not exceeding one year, by a fine not exceeding \$5,000.00 or both. Employee further recognizes that such unauthorized taking of the Company's trade secrets could also result in civil liability under the California Uniform Trade Secrets Act (Civil Code Sections 3426-3426.11), and that willful misappropriation may result in an award against employee for triple the amount of the Company's damages and Company's attorney's fees in collection such damages.

7. **Special Performance.** Because Employee's breach of this Agreement may cause Company irreparable harm for which money is inadequate compensation, Company will be entitled to injunctive relief to enforce this Agreement, in addition to damages and other available remedies. Employee acknowledges and agrees that the protections set forth in this Agreement are a material condition to employment with and compensation by the Company.

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Employee further acknowledges and agrees that any breach of this Agreement will cause irreparable damage and injury to the Company and that damages resulting from a breach of this Agreement would be difficult to specifically determine. In the event of a breach of this Agreement, the Employee shall pay the Company \$150,000.00 as liquidated damages. The sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the damages which will result.

8. **Notices.** Any notice, report, or statement required or permitted under this Agreement will be \_\_\_\_\_ considered to be given or transmitted when sent by certified mail, postage prepaid, addressed \_\_\_\_\_ to the party for whom it is intended at its address of records, or by courier or messenger \_\_\_\_\_ service, which notice will be effective on receipt by recipient as indicated on the carrier's \_\_\_\_\_ receipt. The record addresses of the parties are as follows:

Company: Uretsky Security  
201-D Calle Del Oaks  
Del Rey Oaks, CA 93940

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

Signature \_\_\_\_\_

9. **Amendment.** This Agreement may be supplemented, amended, or modified only by the \_\_\_\_\_ mutual agreement of the parties. No supplement, amendment, or modification of this \_\_\_\_\_ Agreement will be binding unless it is in writing and signed by both parties.

10. **No Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

11. **Governing Law.** This Agreement and any dispute arising from the relationship between the parties to this Agreement, shall be governed and determined by California law, excluding any laws that direct the application of the law of another jurisdiction. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the County of Monterey, California, by arbitration and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.

12. **Arbitration.** The parties agree that any dispute between them including, but not limited to, termination of employment, shall be submitted to binding arbitration, the cost for which shall \_\_\_\_\_ be paid for by Company.

13. **Severability.** If any term or condition of this Agreement is invalid or unenforceable, that shall not affect the validity or enforceability of the remaining terms and conditions in this Agreement.

14. **Binding Effect.** This Agreement will insure to the benefit of and be binding on the successors and assigns of Company and employee.

15. **Integration.** This Agreement, any employment agreement between employee and Company, and all other agreements and exhibits referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

We sincerely hope that our relationship will be long term and mutually rewarding. However, your employment with this Company assumes an obligation to maintain confidentiality, even after you leave our employ. Additionally, our customers and suppliers entrust UPS with important information relating to their business. The nature of this relationship requires maintenance of confidentiality. In safeguarding the information received, UPS earns the respect and further trust of our customers and suppliers.

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 supervisor.

### Law Enforcement Contacts

We will make every attempt to assist outside Law Enforcement agencies with anything related to official business. Prior to making any statement to a law enforcement official you are required to make contact with your immediate supervisor.

**Business Conduct and Ethics**

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

**News Media Contacts**

Employees may be approached for interviews or comments by the news media. To ensure consistent and accurate information is disseminated from all areas of the Company, employees must not engage in a dialogue with the broadcast, print, or wire media without the approval of the Director. Potential penalties are associated with employees improperly revealing material, non-public information, or disseminating misleading information. In order to minimize the risk of subjecting both the employee and the Company to such penalties, as well as to maintain appropriate channels of communication with the media, employees must follow the following guidelines:

- The Director must coordinate all media inquiries and must be present via telephone or in person.
- If the media contacts you on a company matter either at work or off-site, refer the call to the Director of Uretsky Investigations & Security.
- **The arrest of a media representative shall be a last resort.** If a contact with a media representative is leading towards an arrest, the appropriate procedure is to contact the local law enforcement officials for assistance. Generally, prior to the arrest of a media member, the Director shall be contacted if possible. In all cases where the arrest and or use of force deployment is utilized with a member of the media, the Director shall be notified immediately.

**Operational Considerations**

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**Employer Property**

Lockers, computers, vehicles, uniforms, pagers, cell phones, radios etc. are Company-owned items and must be maintained according to Company rules and regulations. All property shall be used for business purposes only. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence. Company voice mail and/or electronic mail (e-mail) are to be used for business purposes only. The Company reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on Company-provided lockers unless the employee furnishes a copy of the key or the combination to the lock. Unauthorized use of a personal lock by an employee may result in losing the right to use a Company locker or the lock cut off.

The Company may periodically need to assign and/or change "passwords" and personal codes for voice mail, e-mail, and computers. These communication technologies and related storage media and data bases are to be used only for Company business and they remain the property of the Company. The Company reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company property may be removed from the premises.

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

Terminated employees should remove any personal items at the time they leave the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

**Use of Electronic Media**

The Company uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet. These systems are used for business purposes only. All electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the Company and are to be used only for Company business and not for any personal use.

Electronic communication and media may not be used in any manner that would be discriminatory, harassing or obscene, or for any other purpose that is illegal, against Company policy or not in the best interest of the Company.

Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline and/or immediate termination.

Employees may not install personal software on Company or client computer systems.

All electronic information created by any employee using any means of electronic communication is the property of the Company and remains the property of the Company. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the Company's ownership of the electronic information.

The Company will override all personal passwords if necessary for any reason.

The Company reserves the right to access and review electronic files, messages, mail, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of Company policy or any law occurs.

Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by Company management.

Employees who use cell phones, cordless phones, portable computers, and fax communications should not use these methods for communicating confidential or sensitive information or any trade secrets.

Access to the Internet, websites, and other types of Company-paid computer access are to be used for Company-related business only. Any information about the Company, its products or services, or other types of information that will appear in the electronic media about the Company must be approved by the Director before the information is placed on an electronic information resource that is accessible to others.

Questions about access to electronic communications or issues relating to security should be addressed to the Director.

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### **Off-Duty Use of Facilities**

Employees are prohibited from remaining on Company or client premises or making use of Company or client facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use. This includes Company or client TV's, cable systems, telephones etc. Civil and Criminal prosecution may result from the misuse.

### **Employee Property**

An employee's personal property, including but not limited to lockers, packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of Company property.

### **Security/Workplace Violence**

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

### **Health and Safety**

All employees are responsible for their own safety, as well as that of others in the workplace. To help us maintain a safe workplace, everyone must be safety-conscious at all times. In compliance with California law, and to promote the concept of a safe workplace, the Company maintains an Injury and Illness Prevention Program. The Injury and Illness Prevention Program is available for review by employees and/or employee representatives in the Human Resources office.

In compliance with Proposition 65, the Company will inform employees of any known exposure to a chemical known to cause cancer or reproductive toxicity.

### **Smoking**

In keeping with the company's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

Smoking is not allowed in any enclosed area of the facility or in the presence of the general public or clients. Employees are only permitted to smoke while on a Company approved rest period and out of the public's or clients' eyes, and only in designated areas specified by the client. If the client has a no smoking policy at the facility, then smoking is not permitted while on duty.

### **Parking**

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of the Company property. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or reserved for managers. The Company is not responsible for any loss or damage to employee vehicles, including citations and/or towing for parking in an inappropriate space, or contents while parked on Company property.

### **Solicitation and Distribution of Literature**

In order to ensure efficient operation of the Company's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on Company property. The Company has enacted rules applicable to all employees governing solicitation, distribution of written material and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

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No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on Company property.

### **Conducting Personal Business**

Employees are to conduct only Company business while at work. Employees shall not conduct personal business or business for another employer during their scheduled working hours. Employees are not allowed to conduct personal business on their cell phone while on duty.

### **Employees Who are Required to Drive**

Employees who are required to drive a Company vehicle or their own vehicles on Company business will be required to show proof of current valid driving licenses and current effective insurance coverage before the first day of employment. The Company participates in a system that regularly checks state Department of Motor Vehicles (DMV) records of all employees who drive as part of their job.

The Company retains the right to transfer to an alternative position, suspend or terminate an employee whose license is revoked, or who fails to maintain personal automobile insurance coverage or who is uninsurable under the Company's policy.

## **Employee Benefits**

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### **Insurance Benefits**

#### **1. Disability Insurance**

Each employee contributes to the State of California to provide disability insurance mandated by the California Unemployment Insurance Code. Contributions are made through a payroll deduction. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company or when you are entitled to temporary workers' compensation at a rate less than the daily disability benefit amount. Specific rules and regulations governing disability are available from the personnel manager.

#### **2. Unemployment Compensation**

The Company contributes thousands of dollars each year to the California Unemployment Insurance Fund on behalf of its employees.

3. **Social Security**

Social Security is an important part of every employee's retirement benefit. The Company pays a matching contribution to each employee's Social Security taxes.

4. **Workers' Compensation**

You are protected by the Company's workers' compensation insurance policy while employed by the Company, at no cost to you. The policy covers you in case of occupational injury or illness. To assist our carrier, we will provide them with all pertinent facts, videos, witness statements etc. to ensure your claims are expedited in a timely fashion. Insurance fraud is a crime and the Company as well as our carrier will prosecute to the fullest extent of the law including civil damages. **A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000.00 or double the value of the fraud, whichever is greater, or both.**

**Unpaid Leaves of Absence**

At the discretion of management employees may be permitted to take a leave of absence without pay. However, employees must comply fully with this policy. To the extent that employees are entitled to a leave of absence under state or federal laws, the Company will fully comply with the laws.

1. **Personal/Non-Medical Leave**

a. A personal leave of absence may be granted upon a written request provided that the employee advises his or her supervisor or the Director soon as they learn that they require such a leave. Except as otherwise required by law, the decision to approve or deny a request for a Personal Leave shall be in the sole discretion of management. Employees shall be required to take accrued vacation time as part of their personal leave. Extensions may be granted at the discretion of management. Personal leaves include bereavement leaves and jury duty leaves. No other leaves are granted, other than those required by law or specified in the Handbook.

b. To request a personal leave you must submit the following written information:

- (1) The date you would like the leave to begin;
- (2) The estimated date of your return to work; and
- (3) The reason for your leave.

c. A personal leave of absence without pay may be granted at the discretion of the Company. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

d. Types of personal leave allowed are:

(1) **Military Leave**

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

(2) **Jury Duty and Witness Leave**

(a) The Company encourages employees to serve on jury duty when called.

Employees who are selected for jury service will not be compensated for time off. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

(b) Fees Paid by the Court

You may retain any mileage allowance or other fee paid by the court for jury services. Uretsky Investigations & Security encourages the time service program but does not pay for the time off taken. Please consult with the Director for further information and about your rights.

(3) Time Off For Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice.

(4) Domestic Violence Leave

Employees who are victims of domestic violence are eligible for unpaid leave. You may request leave if you are involved in a judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety or welfare, or that of your child.

You should provide notice and certification of your need to take leave under this policy. Certification may be sufficiently provided by any of the following:

- (a) A police report indicating that the employee was a victim of domestic violence.
- (b) A court order protecting or separating the employee from the perpetrator of an act of domestic violence, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- (c) Documentation from a medical professional, domestic violence advocate, health-care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence.

The Company will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

The length of unpaid leave an employee may take is limited to that provided for in the federal Family and Medical Leave Act of 1993, twelve (12) weeks.

2. Pregnancy Disability Leave

- a. Employees who are temporarily disabled and unable to work due to a pregnancy-related medical condition will be granted a leave of absence for the period of their disability up to a maximum total leave of four months for each pregnancy. Pregnancy leaves will run concurrently with medical leaves under federal law, but not under state family and medical leave law. When an employee has completed her pregnancy leave, she may apply for additional leave for child care under the state family and medical leave law.
- b. To obtain a pregnancy leave, you must submit to your supervisor a letter from your attending physician as soon as you learn that you are, or will become, temporarily disabled and unable to work due to a pregnancy condition. The letter must contain the following information:
  - (1) The date the leave will begin;
  - (2) The estimated date of your return to work; and
  - (3) The reason for your leave.

c. Return from Pregnancy 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:

- (1) 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.
- (2) If 30 days' advance notice is not possible, notice must be given as soon as practical.
- (3) 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.
- (4) Requests for transfers of job duties will be reasonably accommodated if the job and security rights of others are not breached.
- (5) 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 with any other temporary transfer due to temporary health reasons.
- (6) 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:
  - (a) The date on which the employee became disabled due to pregnancy;
  - (b) The probable duration of the period or periods of disability; and
  - (c) 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.
- (7) Leave returns will be allowed only when the employee's physician sends a release.
- (8) 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.
- (9) Return from leave after six to 12 months shall result in the assignment of the employee to any vacant position as a regular job, provided the job can be performed satisfactorily.

3. Family Care and Personal Medical Leaves

Eligible employees may be entitled to take family care and personal medical leave in accordance with the provisions of the California Family Rights Act ("CFRA") and the federal Family and Medical Leave Act ("FMLA"). This section of

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the Handbook describes generally the CFRA and FMLA leave benefits available. If you have any additional questions about such benefits, please contact the Human Resources Department. If you want to take a CFRA and/or an FMLA leave, please advise your UPS Director and you will be provided with further information with regard to your rights.

For an employee to be eligible for CFRA/FMLA leaves, the Company must employ (as of the date of the leave request) at least 50 part- or full-time employees within 75 miles (measured in road miles) of the work site where the employee requesting the leave works, the employee must have more than 12 months of service with the Company, and have worked at least 1,250 hours during the 12-month period immediately preceding the date on which the employee wants to begin his/her leave.

An eligible employee may take up to a maximum of 12 workweeks of unpaid family/medical leave within a 12-month period. Family/medical leave time is permitted for 1) the birth of the employee's child, 2) the placement of a child with the employee for adoption or foster care, 3) to care for the employee's spouse, child or parent who has a serious health condition, or 4) for a serious health condition that makes the employee unable to perform his or her job.

When CFRA leave is taken for a serious health condition of the employee, the employee's child, parent or spouse, the leave may be taken intermittently or on a reduced work schedule when medically necessary as determined by the treating health provider.

Any leave taken under this provision qualifying as leave under the state and/or federal family/medical leave acts will be counted as family/medical leave and charged to your entitlement of 12 workweeks of family/medical leave in a 12-month period.

Pregnancy leave is not counted as time used for CFRA leave, but is counted as time used for FMLA leave. Pregnant employees may have the right to take a pregnancy disability leave in addition to family or medical leave. Such employees should contact their supervisor regarding their individual situation. Any leave taken for the birth, adoption or foster care placement of a child does not have to be taken in one continuous period of time. CFRA leave taken for the birth or placement of a child will be granted in minimum amounts of two weeks. However, the

Company will grant a request for a CFRA leave (for birth/placement of a child) of less than two weeks' duration on any two occasions. Any leave taken must be commenced within one year of the birth or placement of the child with the employee.

### a. **Requests for Leave**

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

(a) Please contact the Director as soon as you realize the need for family/medical leave.

(b) 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 the operations of the Company. 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.

(c) If the need for leave is not foreseeable, employees must submit the request for leave as far in advance as practicable.

### b. **Additional Requirements for Serious Health Condition**

If the FMLA/CFRA 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 provide 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.

(1) Certification by Health Care Providers

The Company requires the employee to provide certification as explained below within 15 days of any request for FMLA/CFRA leave, 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 to care for a sick child, spouse, or parent, the employee must provide a certification from the health care provider stating:

- (a) Date of commencement of the serious health condition;
- (b) Probable duration of the condition;
- (c) Estimated amount of time for care by the health care provider; and
- (d) 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, adoption or foster care of a child, the Company will not grant more than 12 workweeks total of family/medical leave for each employee.

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

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

c. Certification/Release to Return to Work

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.

The Company will endeavor to place the employee in the same or similar position held by the employee before the leave. When an employee returns from a CFRA/FMLA or pregnancy leave the Company will restore the employee to the same or comparable position at the same rate of pay and same benefits subject to defenses allowable by law. An approved leave of absence does not guarantee in every situation that your prior position, a comparable position, or that any position will be available at the conclusion of your leave.

Returning employees retain all benefits they had accrued at the start of their leave but do not accrue any benefits, including vacation, holidays, or seniority, while on leave. Employees cannot be employed elsewhere or apply for unemployment benefits while on leave.

**Note:** This policy must be applied uniformly for return from any type of medical leave.

d. Return from Family/Medical Leave

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:

- (1) 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;
- (2) The refusal to reinstate is necessary because reinstatement would cause substantial and grievous economic injury to the Company's operations;

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- (3) The employee is notified of the Company's intent to refuse reinstatement at the time the Company determines the refusal is necessary; and
- (4) 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 your UPS Director.

### e. **Final General Considerations**

While leaves of absence require prior management approval in writing, in an emergency, a verbal request can be made of and granted only by the Director. Thereafter, you must submit your written request within 5 working days and follow all the procedures in this policy.

You will be considered to have abandoned your job if either of the following occurs:

- (1) You start a leave of absence or extend a leave of absence without following these procedures for having a leave of absence properly approved.
- (2) You do not return from a leave of absence or an approved extension of a leave of absence on the stated return date.

### **Workers' Compensation**

1. The Company, in accordance with state law, provides insurance coverage for employees in case of work-related injury. The workers' compensation benefits provided to injured employees may include:
  - a. Medical care;
  - b. Cash benefits, tax free, to replace lost wages; and
  - c. A possible offer of modified or alternative work or job displacement benefits.

2. To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:
  - a. Immediately report any work-related injury to your supervisor, who shall immediately report to the Director, and provide you with a claim form.
  - b. Even though the company provides a claim form, you are not required to return it.

However, until the form is returned, no benefits or treatment can be provided under our Workers' Compensation system.

- c. Provide the Company with a certification from our health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

3. Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement. Employees on leave for both industrial and non-industrial reasons will be treated the same for purposes of reinstatement.

4. An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her

job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the ADA (Americans with Disabilities Act).

**Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000.00 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.**

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### **SCOPE OF SERVICE / DUTIES**

It is the duty and responsibility of each employee to serve the peace, protect life and property, prevent crime, and recover lost / stolen property for our clients. Employees are expected to follow all security programs that are implemented by either the client and/or *Uretsky Security*, including wearing the proper uniform.

- Employees who contact or observe individuals who are not allowed on the property are to immediately contact them and obtain SOME FORM OF IDENTIFICATION. If they refuse to provide any identification, get their name and date of birth. Obtain physical descriptions and clothing. ALWAYS CONTACT THE POLICE IF THEY DO NOT PROVIDE ANY FORM OF IDENTIFICATION TO VERIFY WHO THEY ARE.
- Employees who observe any vehicles on the property are to immediately WRITE DOWN THEIR LICENSE PLATES.
- Employees are to contact their Supervisor when an incident occurs regardless of the time of day or night.
- Employees who are working alone and observe several subjects who do not belong on the property AND FEEL IT IS UNSAFE TO CONTACT THEM should call the police immediately while keeping an eye on them. GET PHYSICAL DESCRIPTION AND LICENSE PLATES.
- Employees who are working “Theft Prevention” in stores are to follow individuals who appear to be suspicious. Notify the store of the situation and advise them to also keep a close watch. If you observe a subject steal an item, contact the store staff and have them notify the police so they can respond and wait outside the store. Wait until the subject leaves the store before contacting them. Tell them that you observed them take something without paying for it. Detain them until the police arrive. NOTIFY THE MANAGER AND ASK THEM WHAT ACTION THEY WANT DONE. DO NOT MAKE AN ARREST WITHOUT PERMISSION FROM THE MANAGER
- Employees working a detail where there is a manager or person in charge are to first contact them before taking any action on a vehicle or individual.
- Employees are not to leave their assigned posts without permission from the client or on site manager. If manager is not available, employee should contact one of the client’s employees and send that person to get the manager.
- Employees are not to roam around the clients store unless it is part of the job duties, touch client property, start casual conversations with store employees / customers, or sit down without permission from the client.
- Employees are not to use their cell phones while on duty.

### **ARBITRATION AGREEMENT**

Any dispute, controversy or claim arising from or regarding my employment with Uretsky Security shall be submitted to and settled by binding arbitration, at the request of either party, in accordance with the Employment Dispute Resolution Procedures of the American Arbitration Association or other similar organization. The claims covered by this agreement include, but are not limited to, claims for wages and other compensation, claims for breach of contract (express or implied), tort claims, claims for discrimination (including but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, medical condition, and disability), harassment (including, but not limited to, race, sex, sexual orientation, religion, national origin, age, marital status, medical condition, and disability), and claims for any violation of any federal, state or other government law, statute, regulation, or ordinance, except for claims for workers' compensation or unemployment insurance benefits. Nothing contained in this Agreement shall prohibit any current or former employee from filing a charge of discrimination with the Equal Employment Opportunity Commission and/or the Department of Fair Employment and Housing, and cooperating in the investigation of such charge.

In order to submit a claim to arbitration, I understand I must submit a request in writing along with a brief statement of the claim to either Bill Uretsky, Nick Cina, or Steve Summer, Legal Directors of Uretsky ISecurity, to the address listed below.

All claims and demands for arbitration must be submitted within one year from the date of the incident or the applicable statute of limitations, whichever is greater. The party requesting the arbitration will submit a list of neutral employment arbitrators along with a background description of each arbitrator. The arbitration shall take place in Monterey County, California. The arbitrator shall apply California substantive law and the California Evidence Code to the proceeding. The parties shall be entitled to conduct reasonable discovery, including conducting depositions and requesting documents. The arbitrator shall have the authority to resolve discovery disputes, including, but not limited to, determining what constitutes reasonable discovery. The arbitrator shall prepare in writing and provide to the parties a decision and award which includes factual findings and the reasons upon which the decision is based.

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The decision of the arbitrator shall be binding and conclusive on the parties, except as may otherwise be required by law. Judgment upon the award rendered by the arbitrator may be entered in any court jurisdiction over the matter. The fees for the arbitrator shall be paid by Uretsky Security. Each party shall bear its or his own fees and costs incurred in connection with the arbitration except for any attorney's fees or costs which are awarded to a party by the Arbitrator pursuant to a statute or contract which provides for recovery of such fees and/or costs from the other party.

I understand that arbitration shall be the exclusive forum for both Uretsky Security and myself for resolving all disputes arising out of or involving my employment with Uretsky Security. I further understand that by agreeing to binding arbitration, I forego any right to bring civil suit in a court of law with regard to the same issues.

This Arbitration Agreement between employee and Uretsky Security constitutes the entire agreement between the parties with respect to the matters referenced herein. This Agreement can be modified only by a written instrument executed by employee and on behalf of Uretsky Security.

**Both Uretsky Security and the undersigned employee understand and agree that by using arbitration to resolve any claims between the employee and UPS or any or all of the Uretsky Security representatives, they are giving up any right that they may have to judge or jury trial with regard to those claims.**

**Both parties acknowledge that they are entering into this Agreement voluntarily and that the employee will not be fired or, in the case of a new hire, be denied a job, for declining to sign this Agreement.**

**RECEIPT AND ACKNOWLEDGEMENT OF CONFIDENTIALITY AND NON-COMPETE**

**Confidential Information**

am aware that during the course of my employment, confidential information will be made available to me (i.e., product designs, marketing strategies, customer lists, pricing and other information.) I understand that this information is proprietary and critical to the success of Uretsky Security and must not be given out or used outside Uretsky Security premises or with other non-Uretsky Security employees without prior approval. In the event of termination of employment, whether voluntary or involuntary, I hereby agree not to exploit this information with any other individual or company.

**Non-Competition Clause**

No employee of Uretsky Security, or any related company, may do or solicit business, directly or indirectly with any Uretsky Security client, past or present, while employed by Uretsky Security or for a period of two (2) years after separation from employment with Uretsky Security. This policy is a condition of employment with Uretsky Security, and any related company of Uretsky Security, and may only be waived in advance, in writing, by the Director of Uretsky Security. It is further understood that in violating this policy, the employee will receive disciplinary action up to and including termination and be held accountable.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF REVIEW OF HANDBOOK**

I acknowledge that I have been made aware that the employee handbook can be found and reviewed on Uretsky Security web site [www.Uretskysecurity.com](http://www.Uretskysecurity.com).

I understand and agree that it is my responsibility to promptly read and familiarize myself with the policies and procedures contained in the Handbook. If I have any questions, I will [ask my supervisor] [as a designated representative in the Human Resources Department of the Company] I also understand that as an employee of this Company, I am expected to abide by all the procedures, policies and rules contained in the Handbook and understand that failure to do so can result in discipline, including termination.

I also acknowledge that I have been made aware of the sexual harassment policy and am responsible for reading the sexual harassment information sheet and the equal opportunity policy contained in the Handbook.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ACKNOWLEDGMENT OF AT-WILL LANGUAGE**

I understand that my employment is at will for an indefinite period, and neither the Company nor myself has entered into contract regarding the duration or terms of my employment. I am free to terminate my employment with the Company at any time, with or without reason, with or without notice. Likewise, Company has the right to terminate my employment, or otherwise discipline, transfer, or demote me at any time, with or without cause, and with or without notice, at the discretion of the Company.

I understand that except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company reserves the right to change my hours, wages and working conditions at any time.

I also understand that this policy shall not be considered modified by the conduct of any employee or agent of the Company, or by any statements contained in the Employee Manual or any other materials generated by the Company or its employees. Nothing contained in this or any other Employee Handbook or any other materials generated by the Company or its employees, nor any statements made by any employer shall require the Company to have “just cause” to terminate an employee, to change the terms and conditions of my employment, or otherwise restrict the Company’s right to terminate employees at will or to change the terms and conditions of employment.

No employee or other representative of the Company can modify this policy in any manner, nor enter into an employment contract, express or implied, for a specified period of time or under specific terms, nor make any agreement contrary to this at-will policy. Only the Director of the Company has the authority to make such agreement or modification, and then only in writing, signed by the Director.

I understand and agree that nothing in the 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 with the Company. 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 the Company and myself concerning the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the Company.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**ON DUTY MEAL PERIOD AGREEMENT**

I agree to take on-duty meal periods and continue providing services to the Company during my meal break when the nature of the work I am performing on a given day prevents me from being relieved of all duties during my meal period. On duty meal periods shall be paid and shall count as time worked for purposes of calculating overtime pay.

I understand that the decision regarding the necessity for on-duty meal periods on any given day shall be made in the Company's sole discretion, and that I may not work through a meal period without my supervisor's express permission to do so. I further understand that I shall be required to take an on-duty meal period upon request by my supervisor, unless I have revoked this agreement in writing.

I further understand that I may revoke this agreement at any time, but that my revocation must be in writing.

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

Print Name: \_\_\_\_\_

**OVERTIME PAYMENT**

I am aware that working for Uretsky Security will require me to work more than 8 hours per day at some locations and/or events. As a result, I agree that overtime pay for such locations and/or events will not go into effect unless it exceeds 80 hours in a pay period.

\_\_\_\_\_  
Employee Signature Date