



Santa Rosa Tile Supply

Santa Rosa Tile Supply Employee Handbook

June 02, 2023

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Santa Rosa Tile Supply will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact The Administration Team in Santa Rosa.

We wish you success in your employment here at Santa Rosa Tile Supply!

All the best,

Stephen DeOrnellas, President
Santa Rosa Tile Supply

1.2 At-Will Employment

Your employment with Santa Rosa Tile Supply is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 Ethics Code

Santa Rosa Tile Supply will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.2 Our Organization

President:

Stephen DeOrnellas

Vice President:

Kristen DeOrnellas

Store Managers:

Kacey Williams - Santa Rosa

Dale Swafford - Ukiah

The Administration Team:

Florene Burgess

Kristen DeOrnellas

Jennifer Russotti

2.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Santa Rosa Tile Supply policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Federal Accommodations for Pregnant Employees

Santa Rosa Tile Supply will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your Showroom Manager. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Company.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The Company will comply with state or local laws that provide additional protections beyond the PWFA.

The Company will not retaliate against employees who request or receive an accommodation under this policy.

3.2 Conflicts of Interest

Santa Rosa Tile Supply is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Showroom Manager. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.3 Employment Authorization Verification

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

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

3.4 New Hires and Introductory Periods

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with Santa Rosa Tile Supply and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

4.0 Wage and Hour Policies

4.1 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work 30 or more hours per week except for approved time off. Unless stated otherwise or specifically permitted by law, the benefits provided to employees at Santa Rosa Tile Supply are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 29 hours or less per workweek. Part-time employees are not eligible for benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law. Part-time employees are entitled to PTO, the SIMPLE IRA, and supplemental insurance.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your manager or the office. These classifications do not alter your employment at-will status.

4.2 Introduction to Wage and Hour Policies

At Santa Rosa Tile Supply, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with The Administration Team in Santa Rosa.

4.3 Recording Time

Santa Rosa Tile Supply is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the punch clock or a paper timecard if the punch clock is unavailable. Exempt employees may also be required to track days or time worked. Speak with the Administration Team for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- Other compensable time required by state law (such as time taken waiting to undergo and undergoing mandatory screenings).

If Applicable, Time sheets/time cards are to be turned in to Jennifer or to your Showroom Manager by the end of day on the Tuesday prior to a payday.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify your Showroom Manager or The Administration Team in Santa Rosa of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Buddy any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.4 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Showroom Manager. If advance notice isn't feasible, please contact your Showroom Manager as soon as possible. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Your safety is important. employees are entitled to leave work or not come in during emergency conditions if they have a reasonable belief that the workplace is unsafe. These emergency conditions may pose an imminent and ongoing risk of harm to the workplace, the worksite, workers, or a worker's home. When feasible, an employee shall notify the employer of the emergency condition requiring the employee to leave or refuse to report to the workplace or worksite prior to leaving or refusing to report. When prior notice is not feasible, the employee shall notify the employer of the emergency condition after leaving or refusing to report as soon as possible.

An **emergency condition** means either:

- A condition of disaster or extreme peril to people or property at work caused by natural forces or a criminal act; or
- An order to evacuate from work, the employee's home, or the employee's child's school because of a natural disaster or a criminal act.

A health pandemic does *not* qualify as an emergency condition.

Santa Rosa Tile Supply reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Santa Rosa Tile Supply.

4.5 Direct Deposit

Santa Rosa Tile Supply encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask The Administration Team in Santa Rosa for an application form. Typically, the bank will begin the direct deposit of your payroll within 2 pay cycles after you submit your completed application. Current and previous pay information is available to you at the IBS website while you are employed at Santa Rosa Tile Supply. A copy of any pay stub may also be requested from Jennifer.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.6 Paycheck Deductions

Santa Rosa Tile Supply is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, California State Disability Insurance (SDI), California Personal Income Tax (PIT), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Showroom Manager.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Showroom Manager.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

5.0 Benefits

5.1 Dental Insurance

All regular full-time employees who have completed the 60 day waiting period at Santa Rosa Tile Supply are eligible for the Company dental plan as of the beginning of the month following completion of the waiting period. Dental plan benefits are described in detail in the Summary Plan Description (SPD) and are connected to the health plan benefits. Employees may not use the dental plan benefits without being enrolled in the health plan.

5.2 Health Insurance

Santa Rosa Tile Supply offers group health insurance benefits to all eligible full-time employees after the plan's defined waiting period. Health insurance coverage begins on the first of the month following completion of the initial 60-day waiting period. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from The Administrative Team.

Your group health benefits are paid in part by the Company; the Company pays 75% of the monthly premium. The remainder of the costs are paid by the employee; the remainder of the premium is paid through payroll deductions and any other costs as described in the SPD are paid directly by the employee. Eligible dependents may be enrolled in the health plan, but all costs must be paid by the employee.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

5.3 Holidays

Santa Rosa Tile Supply offers full-time employees the following paid holidays each year: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. Holidays may be observed on a different day than it falls on the calendar.

If a holiday falls on your regular day off, ask the Administration Team how it affects you.

You will be compensated for holidays in accordance with federal and state law.

5.4 Military Leave (USERRA)

Santa Rosa Tile Supply complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to the Administration Team. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Showroom Manager of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact the Administration Team.

5.5 Paid Time Off (PTO)

Santa Rosa Tile Supply provides employees with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

Eligibility

All regular employees are eligible to receive PTO. PTO will begin accruing immediately upon hire, but it may only be used upon completion of a 60-day introductory period.

Deposits Into Your Leave Account

The amount of PTO received is based on your length of service and changes according to your time of service based on your work anniversary date. PTO accrues each pay period based on hours worked during that pay period.

Exempt employees receive PTO at a fixed rate per pay period, typically at the same rate they would accrue working 40 hours per week (e.g. 3.2 hours per pay period at time of hire), but depending on their standard work schedule the total may vary.

- Beginning at time of hire: 4% of hours worked
- Starting 3 years after hire: 6% of hours worked
- Starting 5 years after hire: 7% of hours worked
- Starting 10 years after hire: 8% of hours worked

Leave Usage and Requests for Leave

The Company encourages you to use your PTO time. You are eligible to begin using PTO 60 days after hire.

You must request PTO from your Showroom Manager as far in advance as possible, but at least 2 weeks in advance. The Company will generally grant requests for PTO when possible and when asked at least 2 weeks in advance while also taking business needs into consideration. When multiple employees request the same time off, earlier received requests may determine priority in scheduling PTO times.

During a Leave of Absence

The Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Accrual Cap and Carryover

Unused PTO can be carried over to the following year. The Company may elect to offer payment for the unused time at the beginning of the following calendar year.

All eligible employees will accrue PTO up to a maximum accrual of 30 unused days. Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

Separation of Employment

Upon separation of employment for any reason, you will be paid for earned but unused PTO time.

5.6 SIMPLE IRA Plan

Eligible employees (as determined by the terms of the plan) may participate in the Santa Rosa Tile Supply SIMPLE IRA plan. The Company provides for employee salary deduction contributions and also provides for employer matching funds for each dollar you contribute up to a maximum Company contribution of 3%. Refer to the SIMPLE IRA documents for specifics.

Generally, employees who are reasonably expected to receive at least \$5,000 in compensation from Company during the calendar year and who received at least \$5,000 in compensation from Company in any 1 preceding year are eligible to participate in the SIMPLE IRA plan. Contact Kristen with any questions about eligibility.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

5.7 Vision Care Insurance

All regular full-time employees who have completed 90 days of employment at Santa Rosa Tile Supply are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

5.8 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Santa Rosa Tile Supply, no matter how slightly, you are to report the incident immediately to your Showroom Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Showroom Manager immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

6.0 Performance, Discipline, Layoff, and Termination

6.1 Standards of Conduct

Santa Rosa Tile Supply wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of

common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

6.2 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Santa Rosa Tile Supply is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Showroom Manager. Failure to adhere to this policy may result in discipline up to and including termination.

6.3 Open Door/Conflict Resolution Process

Santa Rosa Tile Supply strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Showroom Manager and, if necessary, to upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Showroom

Manager at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Showroom Manager. If you have already brought this matter to the attention of your Showroom Manager before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

6.4 Criminal Activity/Arrests

Santa Rosa Tile Supply will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

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

6.5 Transfers

Santa Rosa Tile Supply may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

6.6 Resignation Policy

Santa Rosa Tile Supply hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a Showroom Manager, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your Showroom Manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Please note, per California law, direct deposits are immediately terminated when an employee quits or is discharged UNLESS the employee has voluntarily authorized that deposit and provided that the employer complies with all other Federal and State laws. Any employees who quit without giving 72 hours prior notice and who do not request that their final wages be mailed to them at a designated address will have their final wages made available at the office of the employer within the county in which the work was performed within 72 hours of quitting.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

6.7 Workforce Reductions (Layoffs)

If necessary based upon business needs, Santa Rosa Tile Supply management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.8 Exit Interview

You may be asked to participate in an exit interview when you leave Santa Rosa Tile Supply. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

7.0 General Policies

7.1 Computer Security and Copying of Software

Software programs purchased and provided by Santa Rosa Tile Supply are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. All software acquired by the Company must be purchased by the Administration Team.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

7.2 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Santa Rosa Tile Supply must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

7.3 Employer Sponsored Social Events

Santa Rosa Tile Supply holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Showroom Manager prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

7.4 Employer-Provided Cell Phones/Mobile Devices

Santa Rosa Tile Supply may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

7.5 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Santa Rosa Tile Supply has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Showroom Manager.

7.6 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Santa Rosa Tile Supply. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies. Closed-toe shoes should be worn by all sales

associates in the showroom and are required at all times for employees who are authorized to work in the warehouse.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Showroom Manager to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

7.7 Personal Cell Phone/Mobile Device Use

While Santa Rosa Tile Supply permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health. You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices. You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.). Employees are strongly discouraged from using their personally-owned technology to conduct official business.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You may use a personal cell phone or mobile device to seek emergency assistance, assess the safety of an emergency situation, or communicate with a person to confirm their safety.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

7.8 Personal Data Changes

It is your obligation to provide Santa Rosa Tile Supply with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact The Administration Team.

7.9 Security

All employees are responsible for helping to make Santa Rosa Tile Supply a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Showroom Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Showroom Manager of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

7.10 Social Media

At Santa Rosa Tile Supply, we recognize the Internet provides unique opportunities to participate in interactive discussions

and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

7.11 Third Party Disclosures

From time to time, Santa Rosa Tile Supply may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to the owner. If you have any questions about this policy or are not certain what to do when such a contact is made, contact The Administration Team in Santa Rosa.

7.12 Use of Company Technology

This policy is intended to provide Santa Rosa Tile Supply employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without

prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

7.13 Workplace Privacy and Right to Inspect

Santa Rosa Tile Supply property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

8.0 Safety and Loss Prevention

8.1 General Safety

It is the responsibility of all Santa Rosa Tile Supply employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Showroom Manager as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.2 Drug and Alcohol Policy

Santa Rosa Tile Supply is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.

- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Showroom Manager if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 Protective Equipment

All employees authorized to work in the warehouse are required to wear safety-toe protective footwear, such as steel-toe boots, to protect their feet from falling objects.

Such footwear must comply with any of the following consensus standards, as per OSHA Standard 1910.136: ASTM F-2412-2005 and ASTM F-2413-2005; ANSI Z41-1999; or ANSI Z41-1991. Protective footwear that can be demonstrated to be at least as effective as protective footwear that is constructed in accordance with one of the above consensus standards will be deemed to be in compliance.

Footwear will not be provided by the company, but an annual stipend will be paid in January of each year to those employees authorized to work in the warehouse.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Santa Rosa Tile Supply, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Showroom Manager, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the Administration Team in Santa Rosa.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Santa Rosa Tile Supply employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Showroom Manager or Kristen on the Administration team in Santa Rosa.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

California Policies

Hiring and Orientation Policies

Accommodations for Victims of Crime or Abuse

Santa Rosa Tile Supply will provide reasonable accommodations to employees who are the victims of domestic violence, sexual assault, or stalking who request an accommodation for their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other crime that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other crime.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Certification

When requesting a reasonable accommodation, you will be asked to submit a signed, written statement certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or ongoing circumstances related to the crime or abuse, such as:

- A police report showing that you were a victim.
- A court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court.
- Documentation from a medical professional, domestic violence counselor, sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from the crime or abuse.
- Any other form of documentation that reasonably verifies that the crime or abuse occurred.

Unpaid Leave

If you are a victim, the Company will also provide you with unpaid leave to obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of you or your child.

For purposes of unpaid leave, **victim** includes:

- A victim of stalking, domestic violence, or sexual assault.
- A victim of a crime that has caused physical injury, or mental injury and a threat of physical injury.
- A person whose immediate family member is deceased as the direct result of a crime.

Crime means a crime or public offense anywhere that would constitute a misdemeanor or a felony if the crime had been committed in California by a competent adult, regardless of whether any person is arrested or prosecuted for, or convicted

of, committing the crime.

Immediate family member means:

- Your spouse or domestic partner.
- Your child, which includes, regardless of age, a biological, adopted, or foster child; stepchild or legal ward; the child of your domestic partner; a child to whom you stand in loco parentis; or a person to whom you stood in loco parentis when the person was a minor.
- Your (or your spouse's or domestic partner's) biological, adoptive, or foster parent, stepparent, or legal guardian, or a person who stood in loco parentis of you or your spouse or domestic partner when you or they were a minor child.
- Your biological, foster, or adoptive sibling, step-sibling, or half-sibling.
- Any other individual whose close association with you is the equivalent of a family relationship described above.

You may use available vacation, personal leave, accrued paid sick leave, or compensatory time off for your leave unless you are covered by a collective bargaining agreement that states otherwise.

Notice

You must provide reasonable advance notice of your intent to take leave for the above reasons unless advance notice is not feasible. If an unscheduled absence occurs, you must provide the following documentation within a reasonable amount of time after your absence:

- A police report indicating that you were a victim;
- A court order protecting or separating you from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney stating that you have appeared in court; or
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed health care provider, or counselor stating that you were undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse.

Confidentiality

The Company will maintain the confidentiality of anyone requesting time off or requesting an accommodation under this policy, except as required by federal or state law or as necessary to protect your safety in the workplace.

Retaliation

The Company will not retaliate against employees for their status as a victim of crime or abuse or for requesting or taking leave or a reasonable accommodation in accordance with this policy.

Disability Accommodation

Santa Rosa Tile Supply complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Showroom Manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise

limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Santa Rosa Tile Supply is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Showroom Manager or any other designated member of management.

Policy Against Workplace Harassment

Santa Rosa Tile Supply has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and

discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's race (including, but not limited to, hair texture and protective hairstyles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, or any other status protected by federal, state, or local laws.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above-protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails, or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
 - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
 - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
 - Impeding or blocking movement, unwelcome touching, or assaulting others.
 - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
 - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify Kristen DeOrnellas, Vice President, at (707) 585-6371 or kristen@santarosatile.com, or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: contact.center@dfeh.ca.gov

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

<https://www.eeoc.gov/field-office/sanfrancisco/location>

Religious Accommodation

Santa Rosa Tile Supply is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees, unpaid interns, and volunteers may request an accommodation when their religious beliefs cause a deviation from the Company dress or grooming code, or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that the Company will consider are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Showroom Manager or the Administration Team.

Wage and Hour Policies

Accommodations for Nursing Mothers

Santa Rosa Tile Supply is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your Showroom Manager. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

Break Times

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when

needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in company refrigerators. You may also elect to bring a personal cooler for storage. Sufficiently mark or label your milk (for example, with your name) to avoid confusion for other employees who may share the refrigerator.

Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

Under certain circumstances, the Company may be relieved of the duty to provide all or some of the above benefits if doing so would impose an undue hardship on the Company.

Meal and Rest Periods

Santa Rosa Tile Supply strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Showroom Manager regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Showroom Manager know; in addition, notify your Showroom Manager as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30 minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your Showroom Manager to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30 minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Showroom Manager to waive the second meal period.

See your Showroom Manager for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

If you are nonexempt, you will also be provided paid 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, verbally or in writing, by your Showroom Manager.

At certain times Santa Rosa Tile Supply may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime. Each "workweek" begins on Sunday and ends on Saturday, coinciding with the calendar week. A single workweek may be covered by two different pay periods, and this is taken into account when calculating overtime hours.

Pay Period

All employees are paid every other Thursday. The pay period consists of a two week period beginning on a Wednesday and

ending on a Tuesday. If a payday falls on a holiday, you normally will be paid on the next business day after the holiday.

Review your paycheck for accuracy and report any concerns to your Showroom Manager immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

Travel Time Pay

Some nonexempt positions within Santa Rosa Tile Supply require travel. If you are nonexempt and are required to travel in the course of conducting your work, you will be paid in the following way:

- If you report to the workplace and then are required to travel to another site to work for the day, travel time to the assigned work place will be paid.
- When you are required to report to a site other than your regular work site, and you go directly to that site without first going to the regular work place, the Company will pay travel time for any time in excess of your normal commute time to the regular site.
- If you are required to travel to a distant work place, you will be paid travel time in addition to time worked.
- Your travel hours are "hours worked" for the purposes of calculating overtime.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Santa Rosa Tile Supply policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management might first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Showroom Manager will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

Benefits

Bereavement Leave

Santa Rosa Tile Supply will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.

- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued PTO that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Bone Marrow and Organ Donation Leave

Santa Rosa Tile Supply will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued PTO when donating an organ, or five days PTO when donating bone marrow.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of PTO, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

California Family Rights Act (CFRA) Leave

Santa Rosa Tile Supply provides unpaid family and medical leave to eligible employees in accordance with the California

Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave:

- You must have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- You must have worked for the Company for at least 1,250 hours during the 12-month period immediately before the leave is to start (with exception).

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave. You will be limited to making this designation once per 12-month period for purposes of CFRA leave.

Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the calendar year.

You may elect to use any accrued paid time off that you are eligible to take during the otherwise unpaid portion of the CFRA leave.

CFRA leave will run concurrently with other federal/state laws where permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's health care provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the health care provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a health care provider designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different health care provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your health care provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Crime Victim Leave

Santa Rosa Tile Supply provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

Any absence from work to attend judicial proceedings will be unpaid, unless you choose to take paid time off, such as accrued vacation or personal holiday.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide the EDD with written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

Santa Rosa Tile Supply will be notified that you have submitted a disability insurance claim.

Jury Duty Leave

Santa Rosa Tile Supply encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Showroom Manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Paid Sick Leave (Accrual Method)

Santa Rosa Tile Supply provides paid sick leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act through the PTO plan. Paid Time Off may be used for sick leave or other reasons as desired by the employee.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Santa Rosa Tile Supply will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for

leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Showroom Manager about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your Showroom Manager [[or appropriate department]] and return the completed form to [[appropriate department]]. If the need for leave is unforeseeable and you will be absent more than three days, contact [[appropriate department]] by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

In all instances of absence, follow the call-in procedures and standards established for giving notice of absence from work.

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available PTO during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees

who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be automatically terminated.

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Santa Rosa Tile Supply will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Showroom Manager, consistent with applicable legal requirements.

Witness Leave

If you are required by law to appear in court as a witness, you may take unpaid time off to do so, provided you give Santa Rosa Tile Supply reasonable advance notice.

Safety and Loss Prevention

Heat Illness Prevention

Santa Rosa Tile Supply is committed to complying with all applicable laws and ensuring that employees avoid heat illness

while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Showroom Manager if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

Workplace Smoking

Santa Rosa Tile Supply is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking is prohibited in any enclosed space in the workplace, including the office, client areas, and restrooms.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Stephen DeOrnellas, President

Santa Rosa Tile Supply

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Santa Rosa Tile Supply Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the officers of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Santa Rosa Tile Supply.

If I have any questions about the content or interpretation of this handbook, I will contact The Administration Team in Santa Rosa.

Signature

Date

Print Name