



## **Clear Skies Pest Elimination**

### **Employee Handbook**

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# 1. INTRODUCTION

## 1.1 Welcome

Dear Valued Employee,

Welcome to Clear Skies Pest Elimination, a for-profit business entity located in the state of California. This employee handbook ("Handbook") contains general information on policies, practices, and benefits. It is written to introduce employees to Clear Skies Pest Elimination and get familiarized with its policies, provide general guidelines on work rules, benefits, and other issues related to employment. Furthermore, this Handbook should attempt to answer any additional questions in connection with our workplace environment. This Handbook is designed as an overview and guideline and therefore cannot cover everything that pertains to employment-related to Clear Skies Pest Elimination. Please feel free to seek clarification from a supervisor regarding any topic of concern in this Handbook.

Clear Skies Pest Elimination looks forward to working together with you!

## 1.2 Purpose of this Handbook

This Handbook, divided into roughly five (5) parts, aims to clarify, explain, and offer a handy reference for the general terms of employment with Clear Skies Pest Elimination, namely general employment details, compensation, benefits, standards of conduct, and the employees' rights and policies pertaining thereto. It cannot, by nature, cover everything and is therefore not meant to be exhaustive. It is also subject to change, and therefore not binding. It is simply a resource to guide employees to the standard policies of Clear Skies Pest Elimination. As such, Clear Skies Pest Elimination does not intend that anything in this Handbook constitutes an employment contract or an offer of an employment contract, express or implied, or that this Handbook is in any way deemed by any person, to create any legally binding rights to continuing employment or to specific terms or conditions of employment.

## 1.3 Changes in Policy

Clear Skies Pest Elimination reserves the right to modify any policies, benefits, or procedures at any time, excluding the "At-Will Employment" policy (2.1) detailed below. Ideally, timely notification will be given to employees, although, changes are considered adequate even without such notice.

# 2. GENERAL EMPLOYMENT

## 2.1 "At-Will" Employment

At Clear Skies Pest Elimination, all employment is considered "at-will," meaning employees are free to resign at any time and for any reason, with or without notice. Similarly, Clear Skies Pest Elimination is free to conclude an employee's employment at any time for any lawful basis, with or without cause or notice.

Unlike the general policy changes mentioned in Section 1.3, which may be amended, modified, or terminated at any time, the policy for at-will employment in this Section is considered immutable except for a situation wherein it is modified via a signed, written agreement between the Clear Skies Pest Elimination and the employee at issue.

## 2.2 Employment Classifications

For the purposes of salary administration and eligibility for overtime payments and employee benefits, Clear Skies Pest Elimination classifies employees as either exempt (salaried) or non-exempt. Non-exempt employees are entitled to overtime pay in accordance with federal and state overtime provisions. Exempt employees are exempt from federal and state overtime laws and, but for a few narrow exceptions, are general paid a fixed amount of pay each workweek in which they are employed.

a.) **Full-Time.** Full-time employees are regularly scheduled to work greater or equal to an average of 40 hours per week. All other employees working fewer hours per week shall be considered part-time.

b.) **Temporary Employees.** Some employees may be hired as temporary replacements or to supplement the workforce during a period of higher than usual output. Temporary employee positions are of limited duration and can be let go before the end of the period for which they were initially hired. To confirm, temporary employees are considered “at-will” employees.

c.) **Independent Contractors and Consultants.** Independent contractors and consultants are known to be self-employed and not employees as defined by the Internal Revenue Service (IRS) under this Handbook.

d.) **Probationary Period.** Probation (or probationary period) is a status given to new non-exempt employees for a certain period after being employed by Clear Skies Pest Elimination (“Probation Period”). This status allows the Employer to evaluate the performance of a newly hired employee. The Probation Period will last for a maximum of 60 days and will conclude with a formal review of the employee by management. Upon satisfactory completion of the Probation Period, the employee will then enter a standard employment classification. Such classification shall allow the employee to be eligible for all benefits and paid time off (PTO) as mentioned in this Handbook. During the Probation Period, employees will be able to access such benefits required by law such as Workers’ Compensation insurance and Social Security.

## 3. COMPENSATION

### 3.1 Payment Schedule

Employees are paid on a bi-weekly basis. All employees will be paid by check, direct deposit, or by any other means mutually beneficial between the employer and the employees. In the event a payday falls on a weekend or holiday, employees will be paid the last workday before said payday. If payment is not made before the last workday before said payday, the employees shall be paid as soon as possible afterward.

### 3.2 Wages

Exempt employees (as defined in Section 2.2) will be paid based on an annually calculated salary. Non-exempt employees will be paid in accordance with all applicable federal and under California law. All overtime work by non-exempt employees must be approved in advance by Clear Skies Pest Elimination.

### **3.3 Deductions and Garnishment**

Clear Skies Pest Elimination shall make deductions from an employee's pay only in the circumstances permitted and required by applicable laws, including, but not limited to, deductions for income tax withholding, Social Security and Medicare contributions, and in some cases, voluntary deductions for health insurance premiums and other related contributions.

In the event an employee has been ordered by a court to satisfy a just debt via wage garnishment, Clear Skies Pest Elimination is obligated by law to make regular deductions from said employee's paychecks until either the debt has been satisfied or until Clear Skies Pest Elimination receives notification from a competent court of jurisdiction.

### **3.4 Overtime Pay**

Overtime is additional compensation provided to non-exempt employees when they work more than 40 hours in a workweek and is governed by the Fair Labor Standards Act (FLSA). The federal overtime rate is time and one-half per hour worked beyond 40 hours and does not include paid time off (PTO).

### **3.5 Paid Time Off (PTO)**

Paid time off (PTO) includes, but is not limited to, vacation time, personal leave, maternity leave, jury duty, federal holidays, and any other qualified reason for absence from the workplace. It is essential, generally, for regular attendance to be maintained. However, Clear Skies Pest Elimination has stipulated the contexts wherein planned or emergency leaves of absence are permissible below. When possible, employees must submit a request for a paid time off (PTO) at least 7 day(s) in advance or as soon as they become aware of an emergency situation that would require a leave of absence. Clear Skies Pest Elimination reserves the right to approve or deny such requests in their sole discretion unless otherwise required by law. If, during an employee's paid time off (PTO), said employee engages in other employment or consulting, accepts another job, or applies for unemployment insurance, they may be considered to have voluntarily resigned from Clear Skies Pest Elimination. After a prolonged leave of absence by an employee, there is no guarantee that an employee will be reinstated to their exact position, or any position, except as is required by law.

The following are the contexts for which leaves of absence may be requested:

- a.) **Bereavement.** Employees are not entitled to paid time off (PTO) for bereavement unless an employee uses other paid time off (PTO) days for bereavement.
- b.) **Holidays.** Employees are not entitled to paid time off (PTO) for any federal holiday. Such days shall be treated as unpaid days off.

c.) **Jury Duty.** If an employee receives a jury summons, Clear Skies Pest Elimination must be notified as soon as possible to make arrangements for the employee's leave of absence. Clear Skies Pest Elimination reserves the right to require employees to provide proof of jury duty service and/or jury duty payment documentation to the extent authorized by law. Clear Skies Pest Elimination shall have no obligation to pay an employee summoned to jury duty and recognizes that the payments made by the court shall be sufficient to replace their pay.

d.) **Personal Days.** Employees are not given any paid time off (PTO) for personal use.

e.) **Sick Days.** Eligible employees can claim up to 6 sick day(s) per year.

f.) **Vacation Days.** Eligible employees can take up to 10 paid vacation day(s) per year.

g.) **Voting.** Employees are not entitled to paid time off (PTO) for the purposes of voting in any federal or local elections. Although, Clear Skies Pest Elimination recognizes the importance of each employee's right to vote and shall make accommodations, within reason, to allow employees to vote around their work schedule.

h.) **Unused Paid Time Off (PTO).** If an employee has any unused paid time off (PTO) at the end of the year, said credits shall roll over to the following year. There shall be no maximum or cap on the number (#) of hours that may be rolled over by an employee.

A maximum of hours of paid time off (PTO) shall be allowed to roll over to the following year.

### **3.6 Maternity Leave**

Eligible employees disabled on account of pregnancy, childbirth, or a related medical condition are entitled to the minimum requirement of paid time off (PTO) as governed under federal or state law, whichever is longer. Such paid time off (PTO) may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth. Eligible employees wishing to take pregnancy leave must give notice to Clear Skies Pest Elimination as soon as possible.

During pregnancy and parental leave, all benefits provided under an employee benefit plan are governed by the terms and conditions of the applicable employee benefit plan documents in accordance with applicable law. For all other benefits, an employee on pregnancy or parental leave will receive the same rights and benefits as employees on a paid/unpaid leave of absence. Said employee's role, title, and position will be available to them at the termination of their leave.

### **3.7 Family Medical Leave Act (FMLA)**

Eligible employees may request a family and medical leave of absence under the federal Family Medical Leave Act ("FMLA") for any of the circumstances described below. Employees must request a planned family and medical leave as soon as possible before such leave begins. If the need for the leave is not foreseeable, employees must request the leave as soon as they become aware of the need for leave.

Family and medical leave may be taken for the following reasons:

- a.) The birth of an employee's child or the placement of a child with the employee for foster care or adoption so long as the leave is completed within two (2) months of the birth or placement of the child;
- b.) To care for an employee's "serious health condition";
- c.) To care for an employee's spouse or registered domestic partner, child, or parent with a "serious health condition";
- d.) To be with a spouse, child, or parent of an employee that is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation; or
- e.) To care for a covered servicemember (who is the employee's spouse, child, parent, or next of kin) with a severe illness or injury.

A "serious health condition" is one that requires inpatient care in a hospital or other medical care facility or continuing treatment or supervision by a health care provider.

### 3.8 Benefits

Clear Skies Pest Elimination offers the following benefits mentioned below to eligible employees. Eligibility depends on the type of employment and other factors. This section is not meant to be extensive but rather provide general explanations. For further information about eligibility or the specifics of the listed benefits, contact a supervisor.

The following benefits are provided by Clear Skies Pest Elimination for all eligible employees:

- a.) **Health Insurance.** Clear Skies Pest Elimination offers a group health insurance plan to all non-exempt employees. For more information on the specifics of the plan, please consult with Clear Skies Pest Elimination on the specific options and plans.
- b.) **Life Insurance.** At the time of issuing this Handbook, Clear Skies Pest Elimination does not offer a life insurance plan to employees.
- c.) **Flexible Spending Account (FSA).** At the time of issuing this Handbook, Clear Skies Pest Elimination does not offer a flexible spending account (FSA) to employees.
- d.) **401(k) Plan.** Clear Skies Pest Elimination has a 401(k) plan providing a convenient payroll deductible method to help supplement employees' retirement benefits. For more information on the specifics of the 401(k) plan, employees should consult with Clear Skies Pest Elimination on the specific options and plans.
- e.) **Commuter Benefits.** At the time of issuing this Handbook, Clear Skies Pest Elimination does not offer Commuter Benefits to employees.
- f.) **Workers' Compensation.** Any employee who is unable to work due to a work-related injury or illness shall be eligible for Workers' Compensation benefits in accordance with federal and state laws.
- g.) **Social Security Benefits (FICA).** Both Clear Skies Pest Elimination and employees contribute funds to the federal Social Security program. This program is intended to provide the employees with retirement benefit payments and medical coverage upon reaching retirement age.
- h.) **Unemployment Insurance.** Clear Skies Pest Elimination pays federal and state taxes on all paychecks to provide employees with unemployment insurance coverage in the event they become

unemployed through no fault of their own or due to other circumstances described by law. State agencies directly administer this insurance and determine benefit eligibility, amount (if any), and duration.

## **4. RIGHTS AND POLICIES**

### **4.1 Equal Opportunity Employment**

Clear Skies Pest Elimination is an Equal Opportunity Employer, meaning employment opportunities are based upon one's qualifications and capabilities to perform the essential functions of a particular job and free from discrimination because of race, religion, sex, national origin, age, veteran status, disability, genetic information, or any other characteristic protected by law.

Clear Skies Pest Elimination's Equal Employment Opportunity policy governs all aspects of employment, including, but not limited to, selection, job assignment, compensation, discipline, termination, and access to benefits and training. Clear Skies Pest Elimination strongly urges the reporting of all instances of discrimination and prohibits retaliation against any individual who reports discrimination or participates in an investigation of such a report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any employee who violates this policy.

### **4.2 Immigration Law Compliance**

Clear Skies Pest Elimination is committed to employing only United States citizens and aliens authorized to work in the country. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present such documentation establishing the identity and eligibility of an employee. Former employees who are rehired must also complete the form if they have not completed an I-9 with Clear Skies Pest Elimination within the past three years or if their previous I-9 is no longer retained or valid.

### **4.3 Accommodation for Employees with Disabilities**

Clear Skies Pest Elimination agrees to comply with the Americans with Disabilities Act (ADA), as amended by the ADA Amendments Act (ADAAA), and all applicable federal, state, and local fair employment practice laws and is committed to providing equal employment opportunities to qualified individuals with disabilities. Consistent with this commitment, Clear Skies Pest Elimination will provide reasonable accommodation to disabled applicants and employees if the reasonable accommodation would allow the individual to perform the essential functions of a job unless doing so would create an undue hardship.

If any employee believes they need an accommodation due to a disability, said employee is responsible for requesting any such accommodation from Clear Skies Pest Elimination.

An employee may make such requests orally or in writing and to include relevant information, such as:

- a.) A description of the accommodation being requested;
- b.) A detailed reason for the accommodation; and
- c.) How the accommodation will help said employee perform the essential functions of their duties and responsibilities.

After receiving the oral or written request, Clear Skies Pest Elimination will engage in an interactive dialogue to determine the precise limitations of an employee's disability and explore potential reasonable accommodations that could overcome those limitations. Clear Skies Pest Elimination encourages employees to suggest specific reasonable accommodations that they believe would allow them to perform their job; however, Clear Skies Pest Elimination is not required to make the specific accommodation requested by an employee and may provide effective alternative accommodation, to the extent any reasonable accommodation can be made without imposing undue hardship on the functioning of Clear Skies Pest Elimination.

If a disability or need for accommodation is not obvious, Clear Skies Pest Elimination may request an employee to provide supporting documents showing that they have a disability within the meaning of the ADA, state, and local laws and that an employee's disability necessitates a reasonable accommodation. If the information provided in response to this request is insufficient, Clear Skies Pest Elimination may require said employee to schedule an appointment with a healthcare professional of their choosing and expense of Clear Skies Pest Elimination. In such an event, if said employee fails to provide the requested information or visit the designated health care professional, such accommodation requests may be denied. Clear Skies Pest Elimination will keep confidential any medical information obtained in connection with any request for reasonable accommodation.

#### **4.4 Minors**

Clear Skies Pest Elimination will hire in accordance with the Fair Labor Standards Act (FLSA) regulations pertaining to the employment of minors, in addition to any state regulations, including but not limited to hiring minors above the age of 14 years, assigning limited hours to employees under the age of 16 years, and only hiring employees above the age of 18 years for any work that might be deemed as hazardous.

#### **4.5 Relatives of Employees**

In pursuit of best practices, Clear Skies Pest Elimination reserves the right to decline employing an individual who is a relative of an employee or reassign or terminate the employment of someone who becomes the relative of another employee during the course of their employment. In the latter case, the employee must disclose, as soon as possible, if an employee is of another employee's relation to a supervisor.

#### **4.6 Privacy**

Clear Skies Pest Elimination is respectful of each employee's privacy. All employee information, including but not limited to, personal, demographic, and any other personal details, will be shared as required in day-to-day business activities. Clear Skies Pest Elimination doesn't ask for, create, request, or receive private healthcare information when conducting normal business activities from its employees. If, however, any employee voluntarily shares personal healthcare information with a member of Clear Skies Pest Elimination, all shared information will be kept confidential.

## **4.7 Confidentiality**

Clear Skies Pest Elimination takes its protection of trade secrets and confidential business information in a strict manner. All employees must maintain trade secrets and other confidential business information in confidence. Although, employees are free to discuss such issues with co-workers or third (3rd) parties for the purpose of improving work conditions. Employees found to be in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

Trade secrets and confidential business information that is prohibited to be shared with third (3<sup>rd</sup>) parties shall include, but not be limited to, the following:

- a.) Customer lists that could be used by another business, contractor, or individual to gain a competitive advantage;
- b.) Any “insider information” that could be used to sell stocks, securities, or any other assets of the Employer that provides an unfair financial benefit; and
- c.) The Employer’s day-to-day business practices which may also include: marketing strategies, production processes, research and development strategies, scientific and technological data, business records; and specific product and service information.

Employees should use their best efforts to prohibit disclosing confidential information, except as necessary to perform work hereunder.

In addition to protecting its own interests, Clear Skies Pest Elimination does not wish or desire to receive any confidential information from an employee or any third (3rd) party. Clear Skies Pest Elimination takes extra precautions when receiving any information from employees or third (3rd) parties to ensure it is not proprietary information of another entity.

# **5. STANDARDS OF CONDUCT**

## **5.1 General**

Clear Skies Pest Elimination's rules and standards of conduct are essential to a productive working environment. All employees must familiarize themselves with the Clear Skies Pest Elimination’s rules and standards as each employee will be held to them. Any employee who disregards or deviates from the Clear Skies Pest Elimination’s rules and standards may be subject to disciplinary action, up to and including termination of employment. While not intended to be an all-inclusive list, the examples below represent behavior that is considered unacceptable in the workplace. Behaviors such as these, as well as other forms of misconduct in the workplace or online (i.e., on social media), may result in disciplinary action, up to and including termination of employment for the following employee actions:

- a.) Theft or inappropriate removal or possession of the Clear Skies Pest Elimination's property;
- b.) Falsification of an employee’s timekeeping records;
- c.) The possession, distribution, sale, transfer, public discussion, or use of alcohol or illicit drugs in the workplace;
- d.) Fighting or threatening violence in the workplace;
- e.) Gossiping or spreading rumors about other employees;
- f.) Boisterous or disruptive activity in the workplace;

- g.) Negligence or improper conduct leading to damage of employer-owned or customer-owned property;
- h.) Insubordination or other disrespectful conduct;
- i.) Violation of safety or health rules, which may not specifically mean breaking a rule of Clear Skies Pest Elimination but includes putting others in danger;
- j.) Smoking in the workplace;
- k.) Sexual harassment or other unwelcome verbal abuse;
- l.) Excessive absenteeism or any absence without notice;
- m.) Unauthorized use of telephones, computers, or other employer-owned equipment;
- n.) Unauthorized disclosure of any confidential information;
- o.) Being on the property of Clear Skies Pest Elimination during non-business hours and without the Clear Skies Pest Elimination's permission;
- p.) Divulging the Clear Skies Pest Elimination's business practices or any other confidential information; and
- q.) Direct misrepresentation of Clear Skies Pest Elimination or any aspect of their business to a customer, associate, contractor, vendor, or any other third (3<sup>rd</sup>) party.

If an employee should have further questions regarding the aforementioned standards of conduct, they should speak directly with Clear Skies Pest Elimination.

## **5.2 Attendance**

Absenteeism and tardiness place an undue burden on other employees and on Clear Skies Pest Elimination as a whole. Clear Skies Pest Elimination expects that every employee will be regular and punctual in their attendance. Employees are also expected to return from scheduled breaks and meal periods on time.

If an employee is unable to arrive at work on time, or if an employee is late for any reason, said employee must notify a supervisor as early as possible, but prior to their scheduled starting time. In general, employees must make every effort to speak with their supervisors directly. It is not acceptable to leave a voicemail message with a supervisor, except in extreme emergencies. In cases that warrant leaving a voicemail message or when an employee's direct supervisor is unavailable, a follow-up call must be made later that day to other employees to inform the severity of the situation. Employees who are going to be absent for more than one day should contact their supervisor each day.

Clear Skies Pest Elimination reserves the right to ask for a physician's statement in the event of long-term illness (3 consecutive days), multiple illnesses, or injuries. If an employee fails to notify their supervisor after two (2) consecutive days of absence, Clear Skies Pest Elimination will presume that the employee has voluntarily resigned, and the employee will be removed from the payroll. Clear Skies Pest Elimination will review any extenuating circumstances presented by an employee that may have prevented them from calling before being removed from the Employer's payroll. If an illness or emergency occurs during work hours, said employee should promptly report the incident to the Employer. When possible, employees are required to notify of any medical-related or dental-related appointments as soon as possible to Clear Skies Pest Elimination.

Clear Skies Pest Elimination considers consistent attendance and punctuality to be the foundation for an excellent team structure. Should any undue or recurrent absence and tardiness be apparent, such employees may be subject to disciplinary action, up to and including termination of their employment.

### **5.3 Dress Code**

Clear Skies Pest Elimination and its employees agree that a dress code exists for technicians while performing pest control services. Clear Skies provides long-sleeved shirts, long pants, chemical-resistant gloves, and protective eyewear, for use during applications, especially when working with higher-risk pesticides.

### **5.4 Safety**

Clear Skies Pest Elimination is committed to providing a clean, safe, and healthful work environment for its employees. Maintaining a safe work environment, however, requires the continuous cooperation of all employees. All employees must comply with all occupational safety standards and health regulations established by the Occupational Safety and Health Act (OSHA) including state and local laws.

All employees are expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to a supervisor. Employees who violate safety standards, cause hazardous or dangerous situations or fail to report, or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. Any questions regarding this policy should be directed to Clear Skies Pest Elimination.

#### **Operational Requirements for Pest Control Treatment**

The physical execution of pest control work is governed by stringent safety and environmental protocols. Companies must legally handle and store all pesticides. Unattended chemical containers must be locked, and storage areas for “WARNING” or “DANGER” products must be clearly posted. Pesticides cannot be transported in the same compartment as persons, food, or feed, and all containers must be secured in transit to prevent spillage.

Employer must provide and ensure the proper use of Personal Protective Equipment (PPE). This includes long-sleeved shirts, long pants, chemical-resistant gloves, and protective eyewear, especially when working with higher-risk pesticides. Environmental protection rules prohibit the mixing or loading of pesticides within 100 feet of a well.

Technician **MUST** maintain and clean their own equipment on a regularly scheduled basis. This includes sprayers, canisters and keeping the interior of the work vehicle clean and up to inspection standards at all times.

## **General Safety Rules:**

- a.) If an employee is not sure how to perform a job or task that they've been instructed to do, they should stop and request specific instructions from a supervisor;
- b.) If any equipment of Clear Skies Pest Elimination is not working properly, the equipment's condition should be reported to a supervisor. No employee is expected or will be required to repair equipment that they are not educated or authorized to repair;
- c.) Employees are required to do whatever is reasonable and necessary to keep their work area both safe and clean;
- d.) Employees are required to use all furnished safety equipment and to be trained on its proper use;
- e.) Employees are expected to report any unsafe conditions directly to a supervisor as soon as possible. If an employee is injured at work, they must report the injury immediately;
- f.) If an employee feels they cannot perform their job safely, for any reason, they should alert their supervisor prior to starting employment or when they first become aware that they cannot perform their job safely;
- g.) Employees are strictly prohibited from using flammable liquids, toxic materials, chemicals, or acids unless authorized to do so, and only after being instructed on the property safety procedures;
- h.) Employees are prohibited from starting or operating any equipment without proper safety instructions. Employees should never operate a piece of equipment when safety guards or devices are in place;
- i.) Employees are never to be in possession of or under the influence of controlled substances, including drugs and alcohol, while on the job. If an employee conducts themselves in such a manner they shall be subject to disciplinary actions which may include termination of employment. If an employee is taking prescribed medication, they must advise Clear Skies Pest Elimination prior to starting work if the medication should affect their ability to perform their tasks and if it should pose a safety risk. Employees are subject to a drug and/or alcohol test in the event of an injury while being employed;
- j.) Employees are required to make sure that they are familiar and aware of all exit routes at the workplace in case of an emergency or evacuation;
- k.) Employees are required to follow all safety rules, signs, policies, training directives, and instructions at all times. Any employee who compromises workplace safety and health is subject to discipline, up to and including termination of employment; and
- l.) Should any employee have any questions concerning work rules, safety guidelines, training guides, educational materials, or the operation of any equipment or machinery, they should contact a supervisor directly.

## **5.5 Discrimination and Sexual Harassment**

Clear Skies Pest Elimination is committed to fostering a work environment in which all employees are treated with respect and dignity. Therefore, Clear Skies Pest Elimination expressly prohibits any kind of discrimination including all forms of harassment based on race, ethnicity, religion, sex, gender, national origin, age, disability, military or veteran status, and any status in any group protected under federal, state, or local law.

Sexual harassment is a form of discrimination and is prohibited by law. For the purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, and offensive work environment.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) Submission to conduct is made either explicitly or implicitly a term or condition of employment; (2) Submission or rejection of the conduct is used as a basis for making employment decisions; or (3) The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment. Sexual harassment may include a range of behaviors and may involve individuals of the same or different gender. These behaviors include, but are limited to:

- a.) Unwanted sexual advances or requests for sexual favors;
- b.) Sexual or derogatory jokes, comments, or innuendo;
- c.) Unwelcomed physical interaction. Insulting or obscene comments or gestures;
- d.) Offensive emails, voicemails, or text messages;
- e.) Suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons;
- f.) Making or threatening reprisals after a negative response to sexual advances;
- g.) Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons or posters;
- h.) Verbal sexual advances or propositions;
- i.) Physical conduct that includes touching, assaulting, or impeding or blocking movements;
- j.) Any other unwanted sexual advances that include visual, verbal, or physical conduct or behavior deemed inappropriate; and
- k.) Harassment on the basis of any other protected characteristic.

Clear Skies Pest Elimination strongly encourages the reporting of all instances of discrimination, harassment, or retaliation. If any employee believes they have experienced or witnessed harassment or discrimination based on sex, race, national origin, disability, or another factor, said employee should promptly report the incident to a supervisor. Any reported allegations of harassment or discrimination will be investigated promptly, thoroughly, and impartially. Any employee found to be engaged in any form of sexual or other unlawful harassment may be subject to disciplinary action, up to and including termination of employment, including additional legal action.

## **5.6 Substance Abuse**

Clear Skies Pest Elimination is committed to maintaining a workplace free of substance abuse. No employee shall be allowed to consume, possess, sell, purchase, or be under the influence of alcohol or illegal drugs at the workplace or during work hours. The use of over-the-counter drugs and legally prescribed drugs is permitted as long as they are used in the manner for which they were prescribed and provided that such use does not hinder an employee's ability to perform their job safely.

Clear Skies Pest Elimination does not tolerate employees who report for work while impaired by the use of alcohol or drugs. All employees should report evidence of alcohol or drug abuse to a supervisor immediately. In cases in which the use of alcohol or drugs creates an imminent threat to the safety of persons or property, employees are required by Clear Skies Pest Elimination to report the violation to the proper legal authorities. Failure of any employee to violate this section may result in disciplinary action, up to and including termination of employment.

As part of Clear Skies Pest Elimination's effort to maintain respect for the privacy of employees, there shall be no drug tests administered as a condition for employment.

## **5.7 Social Media Policy**

It is extremely important that all employees use common sense and careful judgment when communicating with others online. Clear Skies Pest Elimination strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Clear Skies Pest Elimination prohibits the use of electronic devices and other communication systems that are disruptive, offensive to others, and directly or indirectly harmful.

Online communication may not be used to solicit others for personal business ventures, religious or political causes, third (3rd) party organizations, or other matters unrelated to the duties and responsibilities of employment. Abuse of this policy may result in disciplinary action, up to and including termination of employment.

The following behaviors are examples of previously stated or additional actions that are prohibited and can result in disciplinary action:

- a.) Sending or posting discriminatory, harassing, or threatening messages or images;
- b.) Stealing, using, or disclosing someone else's passwords without authorization;
- c.) Copying, pirating, or downloading software and electronic files without permission;
- d.) Sending or posting confidential material, trade secrets, or proprietary information outside of Clear Skies Pest Elimination;
- e.) Violating copyright laws;
- f.) Failing to observe licensing agreements;
- g.) Engaging in unauthorized transactions that may incur a cost to Clear Skies Pest Elimination or initiate
- h.) unwanted internet services and transmissions;
- i.) Sending or posting messages or material that could damage Clear Skies Pest Elimination's image or reputation;
- j.) Participating in the viewing or exchange of pornography or obscene materials;
- k.) Sending or posting solicitations or advertisements not related to business purposes or activities;
- l.) Lending or posting messages that disparage another organization's products or services;
- m.) Passing off personal views as representing those of Clear Skies Pest Elimination; and
- n.) Engaging in any activity that is inappropriate, disruptive, or illegal.

If any employee should become aware of another employee's acts online, it should be reported immediately to a supervisor.

## **5.8 Disciplinary Action**

Clear Skies Pest Elimination's disciplinary action is intended to fairly and impartially correct behavior and performance problems early on to prevent reoccurrences. Disciplinary action may involve a verbal warning, written warning, suspension, or termination of employment, depending on the severity of the problem and the frequency of occurrence. Clear Skies Pest Elimination reserves the right to administer disciplinary action at its discretion and based upon the circumstances. It is recognized by Clear Skies Pest Elimination that certain types of employee behavior are serious enough to justify termination of employment without observing other disciplinary actions first.

In the event of a conflict between the terms of this Handbook and other contract documents, the terms of the contract documents shall prevail.

Clear Skies Pest Elimination reserves the right, at their sole discretion, to change, suspend, or cancel, with or without notice, all or any part of the policies, procedures, programs, and benefits discussed in this Handbook.

To confirm again, employees should keep in mind that this Handbook cannot address every situation that could arise in the workplace as certain situations require flexibility to be properly addressed.

## 5.9 Structural Pest Control Licensing

The license required to work as a technician at Clear Skies Pest Elimination is ultimately your responsibility. The Structural Pest Control board issues licenses to companies and individuals, distinguishing between an Operator and a Field Representative. An Operator can secure work, make inspections, and contract on behalf of a registered company, often serving as the qualifying manager. A Field Representative performs similar duties but must work under the supervision of a licensed Operator. Applicants for the Branch 3 Operator license must demonstrate four years of experience, including at least two years as a Field Representative in that branch. Branch 1 and 2 Operator applicants require two years of experience, with one year as a Field Representative.

License renewal is mandatory every three years, expiring on June 30th for Field Representatives and Operators. Maintaining an active license requires completing continuing education hours for branch 2. A licensee in branch 2 must complete 16 hours of continuing education. This total must include 8 hours of Rules and Regulations, 4 technical hours for branch 2, and 4 additional hours. Two of the additional hours must focus on Integrated Pest Management (IPM)

### Continuing Education

Continuing education (CE) is required by the California Department of Pesticide Regulation (DPR) for active licenses and certifications.

Licensed and certified pesticide applicators must complete a minimum number of CE hours from DPR-approved CE Courses focused on pesticides or pest management within each valid two-year license or certificate period to renew.

License and certificate holders must keep records of attendance hours.

This Handbook is effective as of the undersigned date and may be updated at any time.

I, as an employee, acknowledge that I have read and agree to the above terms and conditions made in this Handbook.

**This Handbook is effective on March 11 2026.**

I acknowledge that I have read and agree to the above terms and conditions.

**Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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