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California Vision Inc. Example

FOREWORD

Whether you have just joined our staff or have been at California Vision Inc. for a while, we are confident that you will find our company a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider the employees of California Vision, Inc. to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department. Neither this handbook nor any other Company document, confers any contractual right, either express or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the Company or you may resign

for any reason at any time. No supervisor or other representative of the company (except the Chief Executive Officer) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will try to inform you of any changes as they occur.

Third, this handbook and the information in it should be treated as secret and confidential. No portion of this handbook should be disclosed to others, except California Vision, Inc. employees and others affiliated with California Vision, Inc. whose knowledge of the information is required in the normal course of business.

Finally, some of the subjects described here are covered in detail in official policy documents. You should refer to these documents for specific information, since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

Introduction

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at California Vision, Inc., where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, sexual orientation, sexual preference or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY

California Vision, Inc. is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, California Vision, Inc. expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Equal Employment Opportunity

It is the policy of California Vision, Inc. to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, national origin, religion, sex (with or without sexual conduct), age, disability, sexual orientation] or any other characteristic protected by law. California Vision, Inc. prohibits and will not tolerate any such discrimination or harassment.

Definitions of Harassment

a. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

b. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, sexual orientation or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's

employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to California Vision, Inc. (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation Is Prohibited

California Vision, Inc. prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination of employment.

COMPLAINT PROCEDURE

Reporting an Incident of Harassment, Discrimination or Retaliation

California Vision, Inc. strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to California Vision, Inc.'s policy or who have concerns about such matters should file their complaints with any member of the Human Resources Department before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other California Vision, Inc. designated representatives identified above.

IMPORTANT NOTICE TO ALL EMPLOYEES:

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action. Also, please note, federal, state and local discrimination laws establish specific time frames for initiating a legal proceeding pursuant to those laws.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, California Vision, Inc. strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. California Vision, Inc. will make every effort to stop alleged harassment before it becomes severe or pervasive, but can only do so with the cooperation of its staff/employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to

harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

The Investigation

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as California Vision, Inc. believes appropriate under the circumstances.

If an employee making a complaint does not agree with its resolution, the employee may appeal to California Vision, Inc.'s Chief Executive Officer.

Individuals who have questions or concerns about these policies should talk with the Vice President, Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and the policies of California Vision, Inc. prohibit disparate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further these policies, not to

form the basis of an exception to them.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Company is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Department. California Vision, Inc. encourages individuals with disabilities to come forward and request reasonable accommodation.-

Procedure for Requesting an Accommodation

On receipt of an accommodation request, a member of the Human Resources Department and your supervisor will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that California Vision, Inc. might make to help overcome those limitations.

California Vision, Inc. will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, California Vision, Inc.'s overall financial resources and organization, and the accommodation's impact on the operation of the Company, including its impact on the ability of other employees to perform their duties and on California Vision, Inc.'s ability to conduct business.

California Vision, Inc. will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require California Vision, Inc. to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

In General

The Company expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Company's business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact the Human Resources Department to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

Employees are required to obtain written approval from their supervisor before participating in outside work

activities. Approval will be granted unless the activity conflicts with the Company's interest. In general, outside work activities are not allowed when they:

- prevent the employee from fully performing work for which he or she is employed at the Company, including overtime assignments;
- involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or
- violate provisions of law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in California Vision, Inc.'s employ with the understanding that California Vision, Inc. is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of California Vision, Inc. is strictly prohibited.

Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company, except where such ownership or interest consists of securities in a publicly owned company and that securities are regularly traded on the open market.

Acceptance of Gifts

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest.

An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to the Human Resources Department.

Work Product Ownership

All California Vision, Inc. employees must be aware that California Vision, Inc. retains legal ownership of the product of their work. No work product created while employed by California Vision, Inc. can be claimed, construed, or presented as property of the individual, even after employment by California Vision, Inc. has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for California Vision, Inc., regardless of whether the intellectual property is actually used by California Vision, Inc. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property California Vision, Inc. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of California Vision, Inc.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

CONFIDENTIAL NATURE OF WORK

All California Vision, Inc. records and information relating to California Vision, Inc. or its customers are confidential and employees must, therefore, treat all matters accordingly. No California Vision, Inc. related information, including without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of California Vision, Inc.) may be removed from California Vision, Inc.'s premises without permission from California Vision, Inc. Additionally, the contents of California Vision, Inc.'s records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation), to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

EMPLOYMENT

INTRODUCTORY PERIOD

Every new employee goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the employee will have an opportunity to find out if he/she is suited to, and likes, his/her new position.

Additionally, the introductory employment period gives the employee's supervisor a reasonable period of time to evaluate his/her performance. The first 90 days of employment for all new and rehired employees is considered an introductory period.

During this time, the new employee will be provided with training and guidance from his/her Supervisor. He/she may be discharged at any time during this period if his/her Supervisor concludes that he/she is not progressing or performing satisfactorily. Under appropriate circumstances, the introductory employment may be extended. Additionally, as is true at all times during an employee's employment with the Company, employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the initial employment period, the employee and his/her supervisor may discuss his/her performance. Provided his/her job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment as an at-will employee.

EMPLOYEE CATEGORIES

Based on the conditions of employment, employees of California Vision, Inc. fall into the following categories:

- Full-Time
- Part-Time

- Casual
- Temporary Employees

Full-Time

An employee who works the standard working hours of the Company each week (for these purposes, 8 hours per day, 5 days per week).

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Their salaries are calculated on a semi-monthly basis.

Non-Exempt employees receive overtime pay in accordance with our overtime policy. Their salaries are calculated on an hourly basis.

Part-Time

Part-time employees are classified as exempt or non-exempt and work a regular schedule of 20 hours or more but less than 40 hours per week.

Casual Employees

Casual employees are paid by the hour, are considered non-exempt for overtime purposes and have no guaranteed hours. Casual employees do not receive any additional compensation or benefits provided by the Company.

Temporary Employees

A temporary employee is hired for a specified project or time frame and works an irregular schedule of less than

20 hours per week. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation or benefits provided by the Company.

TRANSFERS AND PROMOTIONS

California Vision, Inc. encourages employees to assume higher-level positions or lateral transfers for which they qualify. Toward this end, California Vision, Inc. has a job posting program that offers employees the opportunity to apply for positions within the Company.

Generally, employees must be in their job for at least one year before applying for a change in position. In addition, employees must have a good performance, attendance and punctuality record.

Each employee requesting a transfer will be considered for the new position along with all other applicants.

Each transfer is judged on an individual basis, depending on the needs of both departments involved.

All final decisions regarding transfers will be made by Management, in conjunction with the Human Resources Department.

Employees who wish to apply for a transfer should discuss it first with their supervisor/manager and the Human Resources Department so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss their career aspirations with their supervisor/manager or the Human Resources Department at any time.

If an employee fits the basic criteria for the position, the Human Resources Department will make arrangements to set up an exploratory interview with the other department.

COMPENSATION

PERFORMANCE MANAGEMENT AND COMPENSATION PROGRAMS

In order to attract and retain a highly qualified and competent work force, California Vision, Inc. has instituted a performance management program to compensate employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy.

Through this program employees will receive constructive work reviews designed to address performance and skill developmental needs and interests. Upon an employee's anniversary date, an employee becomes eligible for consideration of a salary review.

PERFORMANCE MANAGEMENT PROGRAM SCHEDULE

All employees will receive an annual evaluation and salary review based on the anniversary of their start date.

PAYMENT OF SALARY

Exempt Employees

Salary payment is made semi-monthly for base salary due up to the end of the previous pay period. Paydays are the 15th and the last day of every month.

Non-exempt Employees

Payment is made weekly for all hours worked including overtime through the end of the previous pay period. (For additional explanations see section on overtime policy and procedures or pay period schedule.)

In the event of a lost manual paycheck, the Human Resources Department must be notified in writing as soon as possible before a replacement check can be issued. In the event the lost paycheck is recovered and the Company identifies the endorsement as that of the employee, the employee must remit the amount of the replacement check to the Company within 24 hours of the time it is demanded.

It is the Company's policy that employee manual paychecks will only be given personally to that employee. All other arrangements for mailing or pick-up must be made in advance and in writing with the Human Resources Department.

If the normal payday falls on a Company-recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under no circumstances will the Company release any paychecks prior to the announced schedule.

Employees may be paid through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from Human Resources may be obtained and the employee should have his/her bank complete the form. The completed form must then be returned with a voided personal check to the Human Resources Department. Due to banking requirements it may take several weeks for activation of the Direct Deposit.

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resources Department.

Except for extreme emergencies and vacation pay, no salary advances will be made.

OVERTIME PAY

Depending on Company work needs, employees will be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action.

Non-exempt full-time employees are eligible for additional pay for work performed beyond their regularly scheduled 40 weekly hours. Hours at California Vision, Inc. are generally 8 a.m. to 5 p.m., Monday through Friday, with a 30 minute lunch period each day.

Any hours over 8 in a day or 40 in a week will be paid at 1.5 times the employee's hourly rate.

Each day, the time the employee starts and finishes work must be recorded on a time record. The employee's supervisor must approve his/her hours worked at the end of each week. All additional overtime worked must be approved by a supervisor each day. Additionally, time records with overtime must be countersigned by the supervisor and must be in the Human Resources Department by 10:00 a.m. the Monday preceding payday in order for an employee's pay to be processed for payday.

TIME RECORDS

The attendance of all employees is recorded daily by each department and is submitted to the Human Resources Department weekly. Our attendance records are Company records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to clock or sign in or out for other employees.

Violations of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

All non-exempt employees must record the time they arrived/departed, each day, including lunch breaks on his/her time record. Each employee is responsible only for his/her own recordkeeping.

Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.

If an employee forgets to clock or sign in or out, he or she must notify his or her supervisor immediately so the time may be accurately recorded for payroll.

Exempt employees are not required to sign in or out; however, business trips, vacation, sick and personal days must be recorded on the attendance sheet by the employee designated to monitor attendance.

PERSONNEL RECORDS

To keep necessary Company records up to date, it is extremely important that you notify the Human Resources Department of any changes in:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency

TIME OFF

VACATION

Time away from work to relax and pursue special interests is important to everyone. All full-time employees are eligible for paid vacation.

Vacation is accrued based on your length of service.

After 90 days of employment employees will receive 5 vacation days to be used during their first year of employment.

Employees should utilize all of their allotted vacation time during the calendar year. Employees will not be able to carry over vacation to the next year. Where special business necessity requires an exception, prior approval must be given by the Human Resources Department or the Chief Executive Officer.

Employees should make their vacation requests as far in advance as possible. Based upon department needs, California Vision, Inc. will attempt to grant an employee the vacation dates he/she requests.

When a Company holiday falls during a scheduled vacation, it is not counted as a vacation day.

Any employee that becomes ill during a scheduled vacation cannot change a vacation day to a sick day; scheduled vacation days count as vacation even if an employee would ordinarily take a sick day.

Guidelines for Vacation Pay for Terminating Employees

Employees leaving California Vision, Inc. will receive all accrued and unused PTO days paid out at the employee's current rate of pay on their last day of employment.

SICK TIME

Absence due to Illness

To keep the business and each department running smoothly and efficiently, it is important that every employee be on the job on time regularly. For this reason, careful attention is given to promptness, absence record and overall dependability.

California Vision, Inc. recognizes, however, that an employee may occasionally be disabled by injury or illness. As a result, the Attendance policy is designed to provide protection to employees against loss of income during unavoidable illness or injury.

All full-time employees who are unable to perform their jobs due to illness or injury are eligible for 5 sick days per year. Because sick leave benefits are intended to provide income protection in the event of actual illness or injury, sick days cannot be carried over from one calendar year to the next and employees are not paid for sick days either at the end of the calendar year or upon termination.

To be eligible for sick pay, employees unable to report to work due to illness must telephone their supervisor directly, each day of their absence, as far in advance as possible, but no later than one hour before their scheduled arrival time. If their supervisor is not available, the Human Resources Department should be contacted. If an employee is unable to make the call personally, a family member should contact the supervisor. The

supervisor or Human Resources must be contacted each day of absence. An employee who fails to contact his/her immediate supervisor or Human Resources may be considered as having voluntarily resigned. This policy must be followed unless an exception has been made for a particular absence, and a written memo to this effect has been sent to the Human Resources Department.

If California Vision, Inc. has questions about the nature or length of an employee's disability, a written certification from a physician or licensed health care professional may be required.

HOLIDAYS

All full-time employees (including those in initial employment period) are eligible for 9 paid holidays per year as follows:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- The day after Thanksgiving
- Christmas Eve Day
- Christmas
- Floating Holiday (to be used at the employee's discretion)

At the end of each year the holiday schedule for the coming year will be posted on the Bulletin Board.

Where a holiday falls on a weekend, it will be observed on either the preceding Friday or following Monday.

BEREAVEMENT LEAVE

In the unfortunate event of a death in the immediate family, a leave of absence of up to 3 days with pay will be granted. These three days are to be taken consecutively within a reasonable time of the day of the death or day of the funeral, and may not be split or postponed without prior written approval from the Chief Executive Officer or the Human Resources Vice President.

For this purpose, immediate family is defined as:

- Spouse
- Child
- Step-child
- Parents (including in-laws), step-parents
- Siblings, step-siblings
- Grandparents
- Grandchildren

Employees should make their supervisor aware of their situation. In turn, the supervisor should notify Human Resources of the reason and length of the employee's absence.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required.

MILITARY LEAVE

[NOTE: Some states may provide greater protection for employees serving in the military than the federal law,

USERRA, with which the following policy complies. For example, an employer may be required to pay employees their full salary for all or part of the leave. Accordingly, employers should consult with their attorney to ensure compliance with the state law in which they have offices]

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their accrued vacation time for unpaid leave. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

Continuation of Health Benefits

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 24 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage. [NOTE: Employees and/or dependents who elect to continue their coverage may not be required to pay more than 102% of the full premium for the coverage elected. The premium is to be calculated in the same manner as that required by COBRA.]

Requests for Leave

Leave for Active or Reserve Duty

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor, as well as Human Resources, as soon as possible, and submit a copy of the military orders to his/her supervisor and the Human Resources Department (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

Leave for Training and Other Related Obligations (e.g., fitness for service examinations)

Employees will also be granted time off for military training (normally 14 days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service. Employees should advise their supervisor and/or department head of their training schedule and/or other related obligations as far in advance as possible

Return from Military Leave

Notice Required

Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

1. An employee who served for less than 31 days or who reported for a fitness examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
2. An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing his/her period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.

3. An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.
4. An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the Human Resources Department (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (but which may not exceed two years).

Required Documentation

An employee whose military service was for more than 30 days must provide documentation within two weeks of his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee received an honorable or general discharge.

TIME OFF TO VOTE

On days when elections for public office ("elections for public office" includes elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city or town in which the employee works, schedules will be changed as needed to ensure that work either starts at least three hours after the polls open or ends at least three before polls close.

Employees living in other localities or states will need to inform their supervisor in advance if they expect any conflict between their work schedule and the exercise of voting rights in any election for any public office. Supervisors will find out when the polls are open and adjust employee's schedules as needed to ensure that they

will have the opportunity to vote.

No employee will be penalized or retaliated against for requesting time off to vote.

CHILD CARE LEAVE POLICY Are we subject to Kin Care??

All employees are entitled to up to twelve (12) of unpaid child care leave following the birth or adoption of a child. Employees may use any available vacation days, provided that the employee (i) is the full-time primary care parent during the period of the leave and (ii) has been employed by the Company for one year or more when the child care leave period begins. The child care leave period shall follow any disability absence due to pregnancy. In addition to period of paid child care leave, each employee may request additional child care leave without pay, subject to the approval of your supervisor or the Chief Executive Officer. During a child care leave period the employee shall continue to receive all employee benefits previously provided and shall be eligible for salary increases and bonuses. Eligibility for promotions shall not be affected in any way by the fact that an employee has been on child care leave, although the timing of such consideration for promotions may be affected if the leave or leaves are for extended periods.

FAMILY SCHOOL PARTNERSHIP

The California Family School Partnership Act allows a "parent" 40 hours of leave during any 12-month period (not to exceed eight hours in any calendar month of a school year) to attend or participate in school-related events for his or her child. A "parent" is defined by the Act as:

- the natural mother or father of a child;

- a person who has legal custody of a child; or
- a custodial grandparent of a child

A "child" is defined as a person under eighteen (18) years of age, a person who, though eighteen years of age or older, is substantially dependent upon the parent by reason of physical or mental disability, or a person who is under twenty-three (23) years of age and is a full-time student at an accredited college or university.

A "school-related event" is an activity sponsored by either a school or an associated organization such as a parent-teacher association in which the parent's child involves the child directly either as a participant or subject, but not as a spectator. Examples of school-related events are:

- a student performance such as a concert, play or rehearsal;
- the sporting game of a school team or practice;
- a meeting with a teacher or counselor;
- or any similar type of activity.

Employees are not entitled to be paid for parental leave, unless they elect to use accrued vacation hours.

To request parental leave, employees should notify their supervisor and the Human Resources Department of their desire for leave to attend a school-related event at least 10 business days prior to the event, unless the need to attend the school-related event cannot be reasonably foreseen, in which case employees should inform their supervisor and the Human Resources Department as soon as possible of the desire for leave.

The Company may deny a request for parental leave only if the granting of the leave would disrupt the Company's business and make the achievement of production or service delivery unusually difficult.

Employees who take parental leave are entitled to retain all employment benefits or seniority accrued before and during the date of the leave.

LEAVE OF ABSENCE WITHOUT PAY

Should a situation arise that temporarily prevents an employee from working, he/she may be eligible for a personal Leave of Absence without pay. However, employees must be employed for at least six months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible and it will be reviewed on a case-by-case basis by the employee's supervisor/manager and the Human Resources Department. The decision to approve or disapprove is based on the circumstances, the length of time requested, the employee's job performance and attendance and punctuality record, the reasons for the leave, the effect the employee's absence will have on the work in the department and the expectation that the employee will return to work when the leave expires.

Leaves of absence will be considered only after all vacation and personal time have been exhausted. The duration of a leave of absence, if granted, is a maximum of 90 days in a twelve month period.

Continuing Benefit Plan Coverage

While on a personal unpaid leave of absence employee's medical coverage will end on the 1st day of the month following the start of such leave. Employees will have the opportunity of continuing their benefits for a maximum period of 18 months by paying the monthly premiums as required by COBRA legislation. Unemployment Insurance benefits cannot be collected while on a leave of absence without pay.

Salary Action

Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave.

Vacation

During the calendar year that an employee takes an unpaid leave of absence without pay, the employee is not eligible for vacation. Unused vacation and personal days must be used before an unpaid leave of absence without pay will be granted.

Performance Appraisal

The normal performance appraisal date of an employee on an unpaid leave of absence without pay will be extended by the length of the leave.

Returning/Not Returning From a Leave

Due to the nature of our business, California Vision, Inc. cannot guarantee either that an employee's job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When an employee is ready to return from a leave of absence without pay, California Vision, Inc. will attempt to reinstate the employee to his/her former position or to one with similar responsibilities.

If the position or a similar position is not available, the Company will search for a suitable position for 30 days from the date the unpaid leave was to officially end. The employee will not be paid for this time. If the employee has not been placed by the end of this period, he/she will be terminated.

EMPLOYEE BENEFITS

The Company has established a variety of employee benefit programs designed to assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from the Human Resources Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, California Vision, Inc. reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or

administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided to you separately or contact the Human Resources Department. If you lost or misplaced those descriptions, please contact the Human Resources Department for another copy.

HEALTH INSURANCE

California Vision, Inc. currently offers regular full-time employees who have been employed by California Vision, Inc. for 30 days health coverage under a point of service plan or an HMO (Health Maintenance Organization).

The point-of-service plan provides comprehensive hospital and major medical insurance coverage. Under the point of service plan, participants can choose to go in-network or out-of-network at any point in time. Many in-network services are fully covered (some require a co-payment) and no claim forms need to be completed. Out-of-network services are generally subject to an annual deductible and coinsurance payments, and require the submission of claim forms to the insurance carrier for reimbursement. The HMO generally requires participants to utilize only in-network providers.

You have up to 30 days from your employment date to make your medical plan election. Once made, your election is generally fixed for the remainder of the plan year. However, if you undergo a change in family status (as defined in the Plan document), you may make a mid-year change in coverage (i.e., you may change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage), provided you do so within 30 days from the date of the change in family status, in a manner which will not entitle you to make a mid-year change from one medical carrier to another. Please contact the Human Resources Department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year, during open enrollment you are free to change your medical elections (including your choice of medical carriers) for the following calendar year, whether or not you have a change in family status.

The Human Resources Department will assist you in making the necessary arrangements for enrollment. A complete description of the plans is provided to each employee as Summary Plan Descriptions and appropriate supplements.

California Vision, Inc. pays 100% of the premium for individual coverage for all eligible employees and 80% of the premium for additional family members.

DENTAL INSURANCE

California Vision, Inc. currently offers regular full-time employees who have been employed by California Vision, Inc. for 30 days health coverage under a Dental Maintenance Organization (DMO). ??

Under the DMO, you are required to select a Personal (or Primary) Dentist from the network. There are generally no deductibles or maximum benefit amounts under the DMO Plan. The Alternate Plan allows you to select a dentist from a discounted network, or to receive care from any licensed dentist or dental specialist you wish. However, Alternate Plan coverage is generally subject

to deductibles for non-preventative services, co-payments and an annual benefit maximum per person.

California Vision, Inc. pays 100% of the premium for individual coverage for all eligible employees and 80% of the premium for additional family members.

LONG-TERM DISABILITY NEED COST

California Vision, Inc. offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 30 hours per week) a non-contributory Long-Term Disability (LTD) base plan. This non-contributory base plan provides for monthly LTD benefits of 50% of basic monthly earnings to a maximum benefit of \$1,000 per month, less any other offsets. Eligible employees are automatically enrolled as of the first day of the calendar month on or following their date of hire.

In addition, through our LTD buy-up plan, we offer eligible employees the opportunity to increase their coverage, at their own expense, at group rates, through after-tax payroll deductions, to 60% of basic monthly earnings to a maximum LTD benefit of \$10,000 per month, less any offsets.

Long-term disability coverage terminates on the last day of employment.

SHORT TERM DISABILITY BENEFITS NEED COST

The Company's short-term disability plan is a benefit that provides partial pay (one-half of weekly wages up to a maximum benefit as determined by state law) for employees who are unable to work due to non-work related illness, injury, or disability, after an absence of more than 7 consecutive calendar days. Benefits begin on the 8th day of disability and continue for related absences up to a maximum of 26 weeks. If the employee returns to work and the disability recurs within 90 days, the employee does not have to wait the 7 days; disability benefits will begin immediately.

A disability claim form, which can be obtained from the Human Resources Department, must be filed with Human Resources within 20 days after becoming disabled. A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability, and stating or estimating

the date when the employee will be able to return to work. If the employee cannot return on that date, another statement from a physician or licensed health care professional, with a new return date, will be required. Employees will not be able to return to work without submitting to the Human Resources a note from a physician or licensed health care professional authorizing the employee's return.

California Vision, Inc. reserves the right to confirm the necessity for disability leave by requiring the employee to receive a second or third opinion by a doctor of the Company's choice. California Vision, Inc. will assume any costs for additional examinations that are not paid by the insurance carrier.

Any FMLA leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take his/her full short term disability benefits, and then take three months off under the FMLA; any time spent on short term disability counts as part of an employee's FMLA leave.

The Company will attempt to return an employee who is returning from a short-term disability leave to the same or similar job, at the same salary that the employee held prior to the leave. Under some circumstances, however, permanent replacement during a leave may be required, or in some instances, staffing requirements may change. Therefore, unless an employee is entitled to return to

the same or an equivalent position under the Family and Medical Leave act, a job cannot be guaranteed when the employee is ready to return to work from a short-term disability leave. In the event the employee is not entitled to return to the same or an equivalent position under the Family and Medical Leave Act and a position is not available or if the employee chooses not to return to work, upon the expiration of the disability leave, the employee will be terminated. If an employee does not return from a short-term disability leave, the termination date is the last day that the employee was authorized to return or the date the employee notifies his/her supervisor that he/she is not returning, whichever is sooner. Such employees may be considered for reemployment. An employee who returns to work following a short-term disability leave will be considered as having continuous service.

WORKERS' COMPENSATION BENEFITS

The Company is covered under statutory state Workers' Compensation Laws. Should you sustain a work-related injury, you must immediately notify your department supervisor and the Human Resources Department. Should your injury require the attention of a doctor, you can obtain a list of approved physicians by calling our Workers' Compensation Carrier's Physician Network Referral Unit. (The Human Resources Department will give you the Referral Unit's telephone number). In the case of an emergency, you should go to the nearest hospital emergency room for treatment and then utilize the Network Referral Unit if additional treatment is necessary.

ON THE JOB

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because California Vision, Inc. depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled work days and during all scheduled work hours and to report to work on time. Moreover, an employee must notify his/her supervisor or the Human Resources Department as far in advance as possible, but not later than one hour before his/her scheduled starting time if he/she expects to be late or absent. This policy applies for each day of his/her absence. An employee who fails to contact his/her immediate supervisor or the Human Resources Department may be considered as having voluntarily resigned. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in dismissal.

DRUG & ALCOHOL ABUSE

Manufacture, distribution, dispensation, possession, or use of any illegal drug, alcohol, or controlled substance while on Company premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance. Employees in violation of the policy are subject to appropriate disciplinary action, up to and including dismissal. Additionally, California Vision, Inc. reserves the right to require an employee to undergo a medical evaluation under appropriate circumstances.

Drug Testing

California Vision, Inc. is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites. The purpose of this program is to improve job safety on all projects. This program is designed solely for the benefit of our employees to provide reasonable safety on the job and protection from offending individuals. In addition, this program attempts to meet our responsibility to the public, whom we serve.

Testing: Drugs and alcohol tests will be administered under the following conditions:

- when an employee shows signs of impairment on the job;
- after any accident or occurrence that results in an injury on the job as defined by the Occupational Safety and Health Administration;
- after any vehicular accident when it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so; and
- at hiring time, when all new hires will be required to pass a pre-employment drug-screening test as a condition of employment.

Employees who refuse to submit to drug and alcohol testing will be terminated.

Discipline:

- If the result of the drug and alcohol test is positive, the employee will not be paid for any time while on Administrative Leave and will be terminated
- If the result of the drug and alcohol test is negative, the employee will be paid for any scheduled work time that was missed and will be allowed to return to work.

There may be occasions that the company will serve alcohol at a company sponsored events. The service of alcohol at any company event must have approval from the Chief Executive Officer.

APPEARANCE AND CONDUCT

California Vision, Inc. expects employees to maintain a neat, well groomed appearance at all times. Employees should avoid extremes in dress.

The Company requires order and discipline to succeed and to promote efficiency, productivity and cooperation among its employees. The orderly and efficient operations of California Vision, Inc. require that employees maintain proper standards of conduct at all times.

Employees who fail to maintain proper standards of conduct toward their work, their co-workers or the Company's customers, or who violate any of the Company's policies, are subject to appropriate disciplinary action, up to and including discharge.

All instances of misconduct should be referred to the Human Resources Department immediately.

ANTI-NEPOTISM POLICY

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

- i. Create a supervisor/subordinate relationship with a family member;
- ii. Have the potential for creating an adverse impact on work performance; or
- iii. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within California Vision, Inc. to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed.

This policy does not apply to "close relatives" who already are employed by California Vision, Inc. as of the effective date of this policy. This waiver, however, may not be used as a basis for further exceptions subsequent to the effective date of this policy.

ROMANTIC OR SEXUAL RELATIONSHIPS

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and the Company. Any such relationship may, therefore, be contrary to the best interests of the Company.

Accordingly, the Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the Vice President, Human Resources. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The company recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The Vice President, Human Resources shall inform the Company's Management Committee and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the Company's Management Committee may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the Chief Executive Officer or the Vice President, Human Resources.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

VIOLENCE IN THE WORKPLACE

The Company strongly believes that all employees should be treated with dignity and respect. Acts of violence will not be tolerated. Any instances of violence must be reported to the employee's supervisor and/or the Human Resources Department. All complaints will be fully investigated.

The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate discharge.

ACCIDENTS AND EMERGENCIES

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues.

All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on California Vision, Inc.'s premises. Employees should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, California Vision, Inc. provides coverage and protection in accordance with the Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify Human Resources of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

OPEN DOOR POLICY

California Vision, Inc. promotes an atmosphere whereby employees can talk freely with members of the management staff. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources is available for consultation and guidance. California Vision, Inc. is interested in all of our employees' success and

happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

Employees may not solicit any other employee during working time, nor may employees distribute literature in work areas at any time. Under no circumstances may an employee disturb the work of others to solicit or distribute literature to them during their working time.

Persons not employed by California Vision, Inc. may not solicit California Vision, Inc. employees for any purposes on Company premises.

Bulletin Boards

Bulletin boards maintained by California Vision, Inc. are to be used only for posting or distributing material of the following nature:

- notices containing matters directly concerning Company business;
- announcements of a business nature which are equally applicable and of interest to employees.

All posted material must have authorization from Human Resources. All employees are expected to check these bulletin boards periodically for new and/or updated information and to follow the rules set forth in all posted notices. Employees are not to remove material from the bulletin boards.

E-MAIL AND INTERNET POLICY

Every California Vision, Inc. employee is responsible for using the electronic mail (E-mail) system properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources

Department.

The E-mail system is the property of California Vision, Inc. It has been provided by California Vision, Inc. for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of California Vision, Inc. The E-mail system is to be used for company purposes only. Use of the E-mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the California Vision, Inc. mail system.

California Vision, Inc., in its discretion as owner of the E-mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the E-mail system, for any reason and without the permission of any employee.

Even if employees use a password to access the E-mail system, the confidentiality of any message stored in, created, received, or sent from the California Vision, Inc. E-mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish California Vision, Inc.'s rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to California Vision, Inc. as E-mail files may need to be accessed by the company in an employee's absence.

Employees should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages are stored on a central back-up system in the normal course of data management.

Even though California Vision, Inc. has the right to retrieve and read any E-mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any E-mail messages that are not sent to them. Any exception to this policy

must receive the prior approval of California Vision, Inc. management.

California Vision, Inc.'s policies against sexual or other harassment apply fully to the E-mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The E-mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

The E-mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from California Vision, Inc. management. Employees, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult the Chief Executive Officer.

Although California Vision, Inc. recognizes that the Internet may have useful applications to California Vision, Inc.'s business, employees may not engage in Internet use without prior written approval from the Chief Executive Officer, and unless a specific business purpose requires such use. Absent such approval, employees may not access the Internet using California Vision, Inc.'s computer systems, at any time or for any reason. "Surfing the Net" is not a legitimate business activity.

Management approval is required before anyone can post any information on commercial on-line systems or the Internet. Any approved material that is posted should obtain all proper copyright and trademark notices. Absent prior approval from California Vision, Inc. to act as an official representative of California Vision, Inc., employees posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of California Vision, Inc."

Users should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on California Vision, Inc. letterhead.

Because E-mail records and computer files may be subject to discovery in litigation, California Vision, Inc. employees are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the employee or California Vision, Inc. if disclosed in a litigation or otherwise.

Any employee who discovers misuse of the E-mail system should immediately contact the Human Resources Department. Violations of California Vision, Inc.'s E-mail policy may result in disciplinary action up to and including discharge.

California Vision, Inc. reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign an E-mail and Internet policy Acknowledgment Form as a condition of employment. The form is to be signed on acceptance of an employment offer by California Vision, Inc.

INTERNET USE POLICY

Certain employees may be provided with access to the Internet to assist them in performing their jobs. The Internet can be a valuable source of information and research. In addition, e-mail can provide excellent means of communicating with other employees, our customers and clients, outside vendors, and other businesses. Use of the Internet, however, must be tempered with common sense and good judgment.

If you abuse your right to use the Internet, it will be taken away from you. In addition, you may be subject to disciplinary action, including possible termination, and civil and criminal liability.

Your use of the Internet is governed by this policy and the E-Mail Policy.

Disclaimer of liability for use of Internet. California Vision, Inc. is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk.

Duty not to waste computer resources. Employees must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing multiple copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related.

No expectation of privacy. The computers and computer accounts given to employees are to assist them in performance of their jobs. Employees should not have an expectation of privacy in anything they create, store, send, or receive on the computer system. The computer system belongs to the Company and may only be used for business purposes.

Monitoring computer usage. The Company has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, but not limited to, monitoring sites visited by employees on the Internet, monitoring chat groups and news groups, reviewing material downloaded or uploaded by users

to the Internet, and reviewing e-mail sent and received by users.

Blocking of inappropriate content. The Company may use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Company networks. In the event you nonetheless encounter inappropriate or sexually explicit material while browsing on the Internet,

immediately disconnect from the site, regardless of whether the site was subject to company blocking software.

Prohibited activities. Material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic

protected by law), or violative of California Vision, Inc.'s equal employment opportunity policy and its policies against sexual or other harassment may not be downloaded from the Internet or displayed or stored in California Vision, Inc.'s computers. Employees encountering or receiving this kind of material should immediately report the incident to their supervisors or the Human Resources Department. California Vision, Inc.'s equal employment opportunity policy and its policies against sexual or other harassment apply fully to the use of the Internet and any violation of those policies is grounds for discipline up to and including discharge.

Games and entertainment software. Employees may not use the company's Internet connection to download games or other entertainment software, including wallpaper and screen savers, or to play games over the Internet.

Illegal copying. Employees may not illegally copy material protected under copyright law or make that material available to others for copying. You are responsible for complying with copyright law and applicable licenses that may apply to software, files, graphics, documents, messages, and other material

you wish to download or copy. You may not agree to a license or download any material for which a registration

fee is charged without first obtaining the express written permission of the Chief Executive Officer.

Accessing the Internet. To ensure security and to avoid the spread of viruses, employees accessing the Internet through a computer attached to California Vision, Inc.'s network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to the Company's network.

Virus detection. Files obtained from sources outside the Company, including disks brought from home; files downloaded from the Internet, newgroups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage the Company's computer network. Employees should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Company sources, without first scanning the material with Company-approved virus checking software. If you suspect that a virus has been introduced into the Company's network, notify the Help Desk immediately.

Sending unsolicited e-mail (spamming). Without the express permission of their supervisors, employees may not send unsolicited e-mail to persons with whom they do not have a prior relationship.

Amendments and revisions. This policy may be amended or revised from time to time as the need arises. Users will be provided with copies of all amendments and revisions. Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Use of the Internet via California Vision, Inc.'s computer system constitutes consent by the user to all of the terms and conditions of this policy.

ON SCREEN E-MAIL DISCLAIMER

This E-mail network is a private information system of California Vision, Inc. Individuals using this system expressly consents to monitoring of their activities. Anyone using this system in violation of California Vision, Inc.'s E-mail and Internet policy may be subject to disciplinary action, up to and including discharge.

EMPLOYER INFORMATION AND PROPERTY-

The protection of California Vision, Inc. business information, property and all other Company assets are vital to the interests and success of California Vision, Inc. No California Vision, Inc. related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of California Vision, Inc.) may, therefore, be removed from the Company's premises. In addition, when an employee leaves California Vision, Inc., the employee must return to the Company all California Vision, Inc. related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including discharge.

VOICE MAIL POLICY

Every California Vision, Inc. employee is responsible for using the Voice Mail system properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resources Department.

The Voice Mail system is the property of California Vision, Inc. It has been provided by California Vision, Inc. for

use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of California Vision, Inc. The Voice Mail system is to be used for company purposes only. Use of the Voice Mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over the California Vision, Inc. Voice Mail system.

California Vision, Inc., in its discretion as owner of the Voice Mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the Voice Mail system, for any reason without the permission of any employee and without notice.

Even if employees use a password to access the Voice Mail system, the confidentiality of any message stored in, created, received, or sent from the California Vision, Inc. Voice Mail system still cannot be assured. Use of passwords or other security measures does not in any way diminish California Vision, Inc.'s rights to access materials on its system, or create any privacy rights of employees in the messages and files on the system. Any password used by employees must be revealed to California Vision, Inc. as Voice Mail messages may need to be accessed by the Company in an employee's absence.

Even though California Vision, Inc. reserve's the right to retrieve and read any Voice Mail messages, those messages should still be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or listen to any Voice Mail messages that are not sent to them. Any exception to this policy must receive the prior approval of California Vision, Inc. management.

California Vision, Inc.'s policies against sexual or other harassment apply fully to the Voice Mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no Voice Mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The Voice Mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Users should routinely delete outdated or otherwise unnecessary Voice Mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

Because of the storage space required for Voice Mail messages, employees should not send a Voice Mail message to a large number of recipients without prior approval from their supervisor.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice Mails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create Voice Mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on California Vision, Inc. letterhead.

Employees should also use professional and courteous greetings on their Voice Mail boxes so as to properly represent California Vision, Inc. to outside callers.

Because Voice Mail records and messages may be subject to discovery in litigation, California Vision, Inc. employees are expected to avoid making statements in Voice Mail that would not reflect favorably on the employee or California Vision, Inc. if disclosed in a litigation or otherwise.

In order to avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to Voice Mail messages while using the speaker phone feature.

Any employee who discovers misuse of the Voice Mail system should immediately contact the Human Resources Department.

Violations of California Vision, Inc.'s Voice Mail policy may result in disciplinary action up to and including discharge.

California Vision, Inc. reserves the right to modify this policy at any time, with or without notice.

Employees are required to sign a Voice Mail Policy Acknowledgment Form as a condition of employment. The form is to be signed on acceptance of an employment offer by California Vision, Inc.

USE OF COMPANY EQUIPMENT AND COMPUTER SYSTEMS

The Company provides any supplies, uniforms, equipment, automobiles and materials necessary for you to perform your job. These items are to be used solely for the Company's purposes. Employees are expected to exercise care in the use of Company equipment and property and use such property only for authorized purposes. Loss, damages or theft of Company property should be reported at once. Negligence in the care and use of Company property may be considered grounds for discipline, up to and including termination.

The Company's equipment, such as telephone, postage, facsimile and copier machine, is intended to be used for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Company should be reported immediately to your supervisor or accounting so that reimbursement can be made.

Upon termination of employment, the employee must return all Company property, uniforms, equipment, work product and documents in his or her possession or control.

Use of the Company Computer System

It is the policy of California Vision, Inc. that the use of its computers and software is limited to appropriate

business use. Employees should limit the usage of the computer system for their personal benefit to a minimum. Large projects will need the approval of the Chief Executive Officer. Employees are strictly forbidden from installing software on the system on their own. Programs that are need for business use, should be approved and purchased by the company. Further, this policy reaffirms that the Company's employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer system. The Company reserves the right to monitor the use of its computer system.

Use of Company Vehicles

Only employees with an unrestricted, current driver's license and who have adequate insurance coverage may operate California Vision, Inc. vehicles or use a vehicle to conduct California Vision, Inc. business. An employee operating a Company vehicle or a vehicle to conduct Company business must provide proof of adequate insurance to the Human Resources Department. Company vehicles may only be used for authorized Company business. Any employee operating a Company vehicle must do so in a safe manner. Any employee operating a Company vehicle under the influence of drugs or alcohol or in an unsafe or negligent manner will be immediately terminated. The Company has the right to search any Company vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to Company vehicles.

Telephone Use

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although California Vision, Inc. realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls.

INTERNAL INVESTIGATIONS AND SEARCHES

From time to time, California Vision, Inc. may conduct internal investigations pertaining to security, auditing or work-related matters. Employees are required to cooperate fully with and assist in these investigations if requested to do so.

Whenever necessary, in the Company's discretion, work areas (i.e., desks, file cabinets, etc.) and personal belongings (i.e., brief cases, handbags, etc.) may be subject to a search without notice. Employees are required to cooperate.

The Company will generally try to obtain an employee's consent before conducting a search of work areas or personal belongings, but may not always be able to do so.

REFERENCE CHECKS

All inquiries regarding a current or former California Vision, Inc. employee must be referred to the Human Resources Department.

Should an employee receive a written request for a reference, he/she should refer the request to the Human Resources Department for handling. No California Vision, Inc. employee may issue a reference letter to any current or former employee without the permission of the Human Resources Department.

Under no circumstances should any California Vision, Inc. employee release any information about any current or former California Vision, Inc. employee over the telephone. All telephone inquiries regarding any current or former employee of California Vision, Inc. must be referred to the Human Resources Department.

In response to an outside request for information regarding a current or former California Vision, Inc. employee, the Human Resources Department will furnish or verify only an employee's name, dates of employment, job title and department. No other data or information regarding any current or former California Vision, Inc. employee, or his/her employment with California Vision, Inc., will be furnished unless the employee authorizes California Vision, Inc. to furnish this information in a writing that also releases California Vision, Inc. from liability in connection with the furnishing of this information or California Vision, Inc. is required by law to furnish any information.

SMOKING POLICY

In order to comply with government regulations, California Vision, Inc. has prohibited smoking throughout its workplace.

Employees are protected from retaliatory action or from being subjected to any adverse personal action for exercising or attempting to exercise his/her rights under the smoking policy. Any violation of this policy may result in appropriate corrective disciplinary action, up to and including discharge.

Any questions regarding the smoking policy should be directed to the Human Resources Department.

TAPE RECORDING POLICY

It is a violation of California Vision, Inc. policy to record conversations with a tape recorder or other recording device unless prior approval is received from your supervisor or a member of upper-level management or all parties to the conversation give their consent.

The purpose of this policy is to eliminate a chilling effect on the expression of views that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including immediate termination.

LEAVING CALIFORNIA VISION, INC.

RESIGNATION

When an employee decides to leave for any reason, his/her supervisor and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. California Vision, Inc. often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written two-week advance notice period (bear in mind that vacation days or personal days may not be included in the two-week notice period). The Company will compensate employees for accrued and unused paid time off. If, as sometimes happens, the employee's supervisor wishes for the employee to leave prior to the end of the employee's two-weeks notice, the employee may be paid for the remainder of that period.

DISMISSALS

Every California Vision, Inc. employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in California Vision, Inc.'s employ. California Vision, Inc. may terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the Company (except the Chief Executive Officer) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

THE FOLLOWING GUIDELINES MAY BE APPLIED AT THE DISCRETION OF CALIFORNIA VISION, INC.'s MANAGEMENT:

IMMEDIATE DISMISSALS/MISCONDUCT

Any employee whose conduct, actions or performance violates or conflicts with California Vision, Inc.'s policies may be terminated immediately and without warning.

The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of Company records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies

- Time card or sign-in book violations
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work
- Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of California Vision, Inc.
- Possession of dangerous weapons on the premises
- Unauthorized possession, use or copying of any records that are the property of California Vision, Inc.
- Unauthorized posting or removal of notices from bulletin boards
- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of California Vision, Inc.
- Failure to call or directly contact your supervisor when you will be late or absent from work
- Fighting or serious breach of acceptable behavior
- Violation of the Alcohol or Drug Policy
- Theft
- Violation of the Company's Conflict of Interest/Outside Employment Policy and/or Confidentiality Policy
- Gambling, conducting games of chance or possession of such devices on the premises or during work hours
- Leaving the work premises without authorization during work hours.
- Sleeping on duty

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the Company.

In the event of dismissal for misconduct, all benefits end at the end of the month. COBRA may not be available to anyone dismissed from California Vision, Inc. for gross misconduct.

DISCIPLINE OTHER THAN IMMEDIATE TERMINATION

All employees are expected to meet California Vision, Inc.'s standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Company's policies and procedures.

If an employee does not meet these standards, the Company may, under appropriate circumstances, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Company's policies and procedures and/or other disciplinary problems.

WRITTEN WARNINGS

The supervisor should discuss the problem and present a written warning to the employee in the presence of a Human Resources representative. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments of their own before signing it. A record of the discussion and the employee's comments should be placed in the employee file in the Human Resources Department.

Employees who have had formal written warnings may not be eligible for salary increases, bonus awards,

promotions or transfers during the warning period.

POST RESIGNATION/TERMINATION PROCEDURES

Exit Interview

Human Resources is responsible for scheduling an exit interview with a terminating employee on the employee's last day of employment and for arranging the return of Company property including:

Office keys

Company-issued credit cards

Company manuals

Any additional Company-owned or issued property

Company vehicle

Confidential information and all company related documents

Employees may choose the continuation or waiver of comprehensive medical coverage and dental coverage under COBRA. Specific information will be provided at the exit interview.

Benefits

Benefits (Medical and Dental) end on your last day of employment, [or, last day of the month in which your last day of employment falls]. An employee, unless dismissed for gross misconduct, has the option to convert to individual life insurance, and/or to continue Medical/Dental Benefits in accordance with the Consolidated Omnibus Budget Reconciliation Act ("COBRA") regulations.

Final Paycheck

Employees leaving the Company must return office keys, corporate credit cards, etc., before their final paycheck can be issued. This final paycheck will be provided on the employee's termination date unless adequate notice is not provided.

Retirement Plan

If an employee is in the retirement plan, information regarding this plan will be provided at the exit interview.