



Title:

# New Team Member Checklist

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### Emergency Contact Information *(to be completed by employee)*

Employee Name: Jose Puentes Birthdate: 11/22/96

Home Address: 1084 Glen dale Cir

Home Phone: 720-998-2267 Cell Phone: 720-998-2267

Email Address: Jose.Puentes22@yahoo.com

#### Primary Emergency Contact

Name: Manuela Reyes

Relationship to Contact: mother

Daytime Phone: 720-909-2765 Evening Phone: 720-209-2765

#### Secondary Emergency Contact

Name: Victor Puentes

Relationship to Contact: Brother

Daytime Phone: 720-467-6516 Evening Phone: 720-467-6516

### Policies Procedures and handbook Review *(Performed by Hiring Manager)*

Review highlighted sections in Employee Handbook

I understand and agree to abide by the policies in the Employee Handbook.

Jose Puentes

Employee Signature

5/20/15

Date

### Safety Awareness and Orientation Tour *(Performed by Hiring Manager)*

Emergency exits

Fire extinguishers

Chemical safety and MSDS location

Compressed gas safety

Machine awareness: Plasma machine is hot, robots have moving parts

Personal protective equipment (i.e., safety glasses, shoes, etc.)

Orientation: Restrooms, work centers, notification boards, coffee, break room, office areas

### Job Training *(Performed by Hiring Manager or Trainer)*

Clocking in and out

Review of first training checklist and training methodology

Employee's name added to Online Training Matrix

Employee's name added to the Personal Production Tracker



Title:

Job Description: Technician 1

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ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents.

Jose Puentes

Employee Name (Please Print)

5/20/15

Date

Jose Puentes

Employee Signature

5/20/15

Date



Non-Disclosure Agreement

This Non-Disclosure Agreement ("NDA") is entered into and made effective as of the date set forth below, by and between the following parties: Vertical Solutions, Inc. dba VSI Parylene ("Disclosing Party") and Jose Puentes ("Receiving Party").

1. **Consideration and Basis:** As a condition of Receiving Party's employment with Disclosing Party, and in consideration of Receiving Party's employment with the Disclosing Party and Receiving Party's receipt of the compensation now and hereafter paid to Receiving Party by the Disclosing Party, Receiving Party agrees to the following:
2. **Confidential Information:** The term "Confidential Information" means any and all information owned by or licensed to Disclosing Party and disclosed or supplied to Receiving Party regardless if such information is marked as proprietary and/or confidential and/or in any other fashion. Confidential Information shall include but is not limited to processes, formulas, technology, research, product plans, products, services, customer lists and customers (including, but not limited to: customers of the Disclosing Party on whom Receiving Party called or with whom Receiving Party became acquainted during the term of Receiving Party's employment or whose information Receiving Party was privy to), markets, software, developments, inventions, designs, drawings, engineering, hardware configuration information, marketing, finances, future employees, copyright, trade secret, proprietary information, and includes without limitation, Disclosing Party's information concerning product or market research, future product concepts, purchasing, pricing, business forecasts, sales and merchandising, and other business information disclosed to Receiving Party by the Disclosing Party, either directly or indirectly in writing, orally, or by drawings or observation.
3. **Obligations of Receiving Party:** Receiving Party agrees at all times during the term of Receiving Party's employment and thereafter without limitation, to hold in strictest confidence, and not to use, except for the benefit of the Disclosing Party, or to disclose to any person, firm, or corporation any Confidential Information without written authorization from Steve Neely or Brian Behne.
4. **Use of Information:** Receiving Party hereby agrees that the Confidential Information will be used solely by Receiving Party in the execution of Receiving Party's duties as an employee of Disclosing Party and solely on Disclosing Party's behalf and only during the period of Receiving Party's employment by Disclosing Party.
5. **Former Employer Information:** Receiving Party agree that Receiving Party will not, during Receiving Party's employment with the Disclosing Party, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity. Nor will Receiving Party bring onto the premises of the Disclosing Party any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.
6. **Termination of Obligation of Confidentiality:** Receiving Party will not be liable for the disclosure of any Confidential Information which is:
  - (a) in the public domain other than by a breach of this NDA; or
  - (b) rightfully received from a third party without any obligation of confidentiality; or
  - (c) rightfully known to Receiving Party without any limitation on use or disclosure prior to its receipt from Disclosing Party; or
  - (d) independently developed by employees of Receiving Party; or
  - (e) generally made available to third parties by Disclosing Party without restriction on disclosure.
7. **Title:** Title or right to possess information as between the parties will remain solely with Disclosing Party.



Space intentionally left blank. Signatures follow.

- i. This NDA constitutes the entire agreement, written or verbal, between the parties with respect to the disclosure of Confidential Information and will supersede any and all other agreements, negotiations, understandings and representations by and between the Parties relating to Confidential Information, written or verbal. The Parties affirm that they are sophisticated, that this is a fully-integrated agreement, that it is not a contract of adhesion, that it was freely negotiated for value, that each Party had ample bargaining power, that no parol evidence shall be admissible or useable for any purpose in any dispute arising under this NDA, and that each has either had advice of legal counsel regarding the propriety of entering into this NDA, or has had ample time to attain such counsel and has freely elected to proceed without it.

Date: 5/20/15

Date: 5/20/15

Disclosing Party:  
Vertical Solutions, Inc. dba VSI Parylene

Receiving Party:

By:  
Title:

Jose Puentes

## Workplace Bullying Policy

### **Objective**

The purpose of this policy is to communicate to all employees, including supervisors, managers and executives, that VSI Parylene will not *in any instance* tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

### **Definition**

VSI Parylene defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates VSI Parylene's Standards of Conduct, which clearly states that all employees will be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. VSI Parylene considers the following types of behavior examples of bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

### **Examples**

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.
- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Public reprimands.

## Harassment Policy

### **Objective**

VSI Parylene strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of the company should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Employees should be able to work and learn in a safe, yet stimulating atmosphere. The accomplishment of this goal is essential to the mission of the company. For that reason, VSI Parylene will not tolerate harassment of any kind. Through enforcement of this policy and by education of employees, the company will seek to prevent, correct and discipline behavior that violates this policy.

All employees, regardless of their positions, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any employee who violates this policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension or termination of employment.

### ***Harassment***

VSI Parylene prohibits harassment, including sexual harassment, of any kind, and will take appropriate and immediate action in response to complaints or knowledge of violations of this policy. For purposes of this policy, harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker or any person working for or on behalf of VSI Parylene. Verbal taunting (including racial and ethnic slurs) that, in the employee's opinion, impairs his or her ability to perform his or her job is included in the definition of harassment.

The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy:

- Verbal harassment includes comments that are offensive or unwelcome regarding a person's nationality, origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
- Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital or other protected status including content in letters and notes, facsimiles, e-mail, photos, text messages, tweets and Internet postings; or other forms of communication.

- Physical sexual harassment includes unwelcome, unwanted physical contact, including touching, tickling, pinching, patting, brushing up against, hugging, cornering, kissing and fondling and forced sexual intercourse or assault. Courteous, mutually respectful, pleasant, noncoercive interactions between employees, including men and women, that are appropriate in the workplace and acceptable to and welcomed by both parties are not considered to be harassment, including sexual harassment.

### ***Retaliation***

No hardship, loss, benefit or penalty may be imposed on an employee in response to:

- Filing or responding to a bona fide complaint of discrimination or harassment.
- Appearing as a witness in the investigation of a complaint.
- Serving as an investigator of a complaint.

Retaliation or attempted retaliation in response to lodging a complaint or invoking the complaint process is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to sanctions up to and including termination of employment.

### **Complaint Process**

VSI Parylene will courteously treat any person who invokes this complaint procedure, and the company will handle all complaints swiftly and confidentially to the extent possible in light of the need to take appropriate corrective action. Lodging a complaint will in no way be used against the employee or have an adverse impact on the individual's employment status. Because of the damaging nature of harassment to the victims and to the entire workforce, aggrieved employees are strongly urged to use this procedure. However, filing groundless or malicious complaints is an abuse of this policy and will be treated as a violation.

### ***Confidentiality***

During the complaint process, the confidentiality of the information received, the privacy of the individuals involved and the wishes of the complaining person will be protected to as great a degree as is legally possible. The expressed wishes of the complaining person for confidentiality will be considered in the context of the company's legal obligation to act on the charge and the right of the charged party to obtain information. In most cases, however, confidentiality will be strictly maintained by the company and those involved in the investigation. In addition, any notes or documents written by or received by the person(s) conducting the investigation will be kept confidential to the extent possible and according to any existing state or federal law.

**Workplace Bullying and Harassment Policy Acknowledgement**

By signing below the employee is indicating that they have read and understand the Workplace Bullying Policy and the Harassment Policy. The Employee also understands that any violation of these statements will result in immediate discipline up to and including termination of their position with the company.

Jose Puentes 5/20/15 Date:  
Employee Name Printed:

Jose Puentes 5/20/15 Date:  
Employee Signature:

CELL PHONE/SMART PHONE USE

By signing below the employee is indicating that they have read and understand the Cell Phone/Smart Phone Policy. The Employee also understands that any violation of these statements will result in immediate discipline up to and including termination of their position with the company.

Jose Puentes 5/20/15 Date:  
Employee Name Printed:

Jose Puentes 5/20/15 Date:  
Employee Signature:

## EMPLOYEE PHOTO AND RECORDING RELEASE

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This Employee Photo and Recording Release (the "Release") is effective [DATE],

**BETWEEN:** [COMPANY] (the "Company"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

**AND:** [EMPLOYEE NAME] (the "Employee"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

### TERMS

1. In consideration of my employment with the Company and as part of the services being furnished by me to said Company, and/or in consideration of [AMOUNT], I hereby give my consent to the photographing of myself and to the recording of my voice.
2. The Company is hereby authorized to use or cause to be used said still photographs or motion picture footage, recordings of my voice and my name for advertising, publicity, commercial or other business purposes. Said photographs and/or recordings may be used singularly or in conjunction with other photographs and/or recordings. ALSO, the Employee hereby authorizes the Company to edit these recordings at its discretion, and to incorporate these recordings into movie and sound films or audio – and videotapes, broadcasts (radio and television, including cable and satellite transmissions) programs, or otherwise, and to use and license others to use it.
3. The Company has my authorization to reproduce, or cause to be reproduced such photographs and voice recordings. The same may be exhibited in all domestic and foreign markets. I understand that others may use and/or reproduce said photographs and/or recordings with or without the Company's consent.
4. I hereby release the Company, any of its associated or affiliated companies, their directors, officers, agents, employees, customers and the Company's appointed advertising agencies, officers, directors, agents and employees, from all claims of any kind on account of such use.

IN WITNESS WHEREOF, the Employee has executed this Release on the day and year first above written.

Signed, sealed and delivered to both parties in the presence of:

COMPANY

EMPLOYEE

\_\_\_\_\_  
Authorized Signature

Jose Puantes  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

Jose Puantes  
Print Name and Title