Zamora and Hewitt Traders Employee Handbook September 29, 2024

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## .1: Welcome Statement (FE)

Welcome to Frost Mcdowell Associates!

You've been selected to join our team because of your unique abilities and we believe you will immensely contribute to our goals while furthering your career. At Frost Mcdowell Associates, we prioritize exceptional quality and unmatched customer service. As part of our team, we expect you to own your productivity and strive for excellence. Consult our Employee Handbook for essential policies, goals, beneﬁts, and expectations of Frost Mcdowell Associates.

Our success hinges on teamwork and your ability to integrate into this dynamic. By providing stellar customer service and superior products, we aim to earn our customer’s trust each day. We encourage creative thinking and value the unique contributions made by all employees. Everyone’s role is essential in achieving our mission of delivering unmatched quality and superior customer service. Our shared goal is to live up to our Mission Statement and continue as an industry leader. If you have any questions concerning the information provided in this Handbook, please contact the [cadydas@mailinator.com.](mailto:cadydas@mailinator.com)

Welcome aboard! We're eager to work with you. Yours sincerely,

{ceo\_name}

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Frost Mcdowell Associates

## B.1: mission (FE)

Our mission is to cultivate a productive, inclusive, and engaging workplace environment, where every employee feels valued and motivated to contribute their best eﬀorts. We are committed to attracting, developing, and retaining a diverse workforce, providing equal opportunities and prioritizing personal and professional growth.

We aim to foster a culture of collaboration, innovation, and mutual respect, while consistently upholding our core values of integrity, accountability, and excellence. Our focus is on enhancing employee well-being, work-life balance, and job satisfaction. We aspire to be an organization where each individual feels empowered, their work meaningful, and experience a sense of belonging.

## C.1: vision (FE)

Our vision is to empower every employee, fostering an inclusive environment that encourages personal and professional growth.

We strive to maintain a culture of innovation and collaboration, anchored by core principles of integrity, respect, and excellence. Our aim is to ensure a balanced work-life dynamic, promoting wellness and job satisfaction.

## D.1: values (FE)

Our values underscore the essence of our corporate culture. We embrace diversity, inclusivity, and mutual respect. We are committed to nurturing a culture of integrity and accountability. We foster an environment of collaboration, encouraging innovation and creativity. We prioritize employee wellness and maintain a consistent focus on sustainable and ethical operations.

# Section 1 - Introduction

## : about this handbook (FE)

The purpose of this Handbook is to inform all individuals employed by Frost Mcdowell Associates of rights and responsibilities and to provide information about the Frost Mcdowell Associates, employee beneﬁts, and employment policies aﬀecting your employment. This Handbook replaces and supersedes any prior handbooks or policies distributed by Frost Mcdowell Associates. We expect you to take the time to read it and become familiar with its contents.

This Handbook is not a contract of employment. No provision or portion of this Handbook constitutes an implied or express contract, guarantee, or assurance of employment or any right to any employment-related beneﬁt or procedure. If you have any questions, please forward them to the Human Resources at [cadydas@mailinator.com.](mailto:cadydas@mailinator.com) All items referenced in this Handbook are expected to always adhere to; failure to do so could result in termination. Circumstances may occur that may result in the policies, procedures, practices, and beneﬁts described in this Handbook changing from time to time. Frost Mcdowell Associates reserves the right to amend, supplement, or rescind any or all provisions of this Handbook as it deems appropriate at its sole and absolute discretion. Employment at the Frost Mcdowell Associates is “at-will.” This means either the Frost Mcdowell Associates or the employee generally can terminate the employment relationship at any time for any reason, with or without notice or cause.

The Company may, at any time, in its sole discretion and to the maximum extent permitted by applicable law, modify or vary from anything stated in this handbook, with

or without notice, except for the rights of the parties to end employment at will. This handbook supersedes all prior handbooks.

### Service Contract Act Employees (Federal Contracts)

Federal Service Contract Act (“SCA”) employees are those persons hired for a speciﬁc Federal contract who are subject to an Area Wage Determination, which mandates the minimum wages and beneﬁts to be provided by the Company by job title and work location. SCA employees will be informed of their status upon hire. The Company provides SCA employees with all beneﬁts described in the applicable SCA Wage Determination, selected for use by the Federal government for the contract in question.

If you are an SCA employee, please refer to the SCA Addendum at the end of this Employee Handbook which highlights signiﬁcant diﬀerences between this Handbook and speciﬁc SCA rules with respect to the following topics: Employment Categories, Health and Welfare Beneﬁts, Holidays and Paid Time Oﬀ (“PTO”).

# Section 2 - Employment Basics

## : employment at will (FE)

Employment at Frost Mcdowell Associates is on an at-will basis unless otherwise stated in a written individual employment agreement. This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice. Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any beneﬁt will be continued for any period of time.

In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship. Any salary ﬁgures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any speciﬁc period of time. Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment.

{Frost Mcdowell Associates employees have the right to engage in or refrain from such activities. Completion of an introductory period or conferral of regular status does not change an employee’s status as an “at-will” employee or in any way restrict Frost Mcdowell Associates’s right to terminate such an employee or change the terms or conditions of employment.

## : Equal Employment Opportunity (FE)

Frost Mcdowell Associates is an equal opportunity employer and does not discriminate against employees or applicants on the basis of an individual’s race, creed, gender, sex, color, religion, national origin, age, disability, marital status, gender identity, sexual orientation, veteran status, hairstyles associated with protected characteristics, including but not limited to hair texture, braids, locks, twists, or knots, or any other status protected by applicable law. This policy applies to all terms, conditions, and privileges of employment, including but not limited to recruitment, hiring, placement, compensation, promotion, discipline, and termination.

Frost Mcdowell Associates is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is our policy not to discriminate against any qualiﬁed employee or applicant with regard to any terms or conditions of employment because of such an individual's disability. Consistent with this policy of non-discrimination, the company will evaluate requests for accommodation via the interactive process and will provide a reasonable accommodation to a qualiﬁed individual with a disability, as deﬁned in the ADA, who has made the company aware of their disability, provided such accommodation does not constitute an undue hardship to the company. The company reserves the right to propose an alternative accommodation, so long as such accommodation is equally eﬀective in accommodating the disability. Any employee or job applicant who has questions regarding this policy, or believes they have been discriminated against should notify their manager or the Human Resources Manager.

## : Open Door Policy (FE)

Frost Mcdowell Associates has an open-door policy and takes employee concerns and problems seriously. The company values each employee and strives to provide a positive work experience. Every employee is encouraged to speak with their immediate Manager at any time with questions or problems relating to the job while employed. If you are unable to satisfactorily resolve your question or problem with your Manager, or if you prefer not to approach your Manager with your problem or question, you can request a meeting with a manager or with the Human Resources Manager.

## : Employee Classiﬁcation (FE)

In order to determine eligibility for beneﬁts and overtime status and to ensure compliance with federal and state laws and regulations, Frost Mcdowell Associates classiﬁes its employees as shown below. Frost Mcdowell Associates may review or change employee classiﬁcations at any time.

**Exempt:** Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.

**Nonexempt:** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked. Regular, full time: Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time beneﬁts package and are subject to the terms, conditions, and limitations of each beneﬁts program.

**Regular, part time:** Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly and who maintain continuous employment status. Part-time employees are eligible for some of the beneﬁts oﬀered by the company and are subject to the terms, conditions, and limitations of each beneﬁts program. Temporary, full time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a speciﬁc project and who are temporarily scheduled to work the company’s full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

**Temporary, part time:** Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a speciﬁc project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

## : Introductory Period (FE)

The ﬁrst 90 days of employment is an introductory period. This is an opportunity for Frost Mcdowell Associates to evaluate your performance and suitability for the role. It also is an opportunity for you to decide whether you are happy being employed at Frost Mcdowell Associates. The company may extend the introductory period if it desires. If at the end of the introductory period, the relationship is satisfactory to the new employee and the supervisor, the employment relationship will continue. Successfully completing the trial period doesn’t alter the employee’s at-will status.

# Section 3 - Benefits & Leaves of Absence

## : Health Insuarance (FE)

All employees classiﬁed by Frost Mcdowell Associates as regularly working at least 30 hours per week and their dependents currently are eligible to participate in Frost Mcdowell Associates’s medical, dental, and vision insurance plans starting [specify, e.g., the ﬁrst day of the month following 30 days of full-time employment]. Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Frost Mcdowell Associates and the insurance carrier. Contact the [cadydas@mailinator.com](mailto:cadydas@mailinator.com) for more information about health insurance beneﬁts.

## : PTO (FE)

Frost Mcdowell Associates has established the following vacation plan to provide eligible employees time oﬀ with pay for vacation, sick and other time oﬀ.

**Eligibility:** All regular full-time employees are eligible for PTO. However, there is a waiting period of 90 calendar days (from date of hire or eligibility) before the vacation time can be used.

**Accrual:** Eligible employees accrue vacation in accordance with the following schedulei: Years of Continuous Service Rate of Accrual Date of hire through end of year 5 maximum of 10 days per year Years 6 through 10 maximum of 15 days per year. Year 11 and thereafter maximum of 20 days per year. Accrual is based upon Frost Mcdowell Associates’s ﬁscal year. If an employee has not been eligible to earn vacation time during the entire ﬁscal year, earned vacation time will be appropriately prorated. Once employees enter an eligible employment classiﬁcation, they begin to accrue vacation according to the above schedule. However, there is a waiting period of 90 calendar days (from date of hire or eligibility) before the vacation time can be used.

**Administration:** Vacation requests must be approved by the employee’s immediate supervisor and the [cadydas@mailinator.com.](mailto:cadydas@mailinator.com) Requests should be submitted at least 4 weeks in advance. All requests will be reviewed based on a number of factors, including business needs and staﬃng requirements. Eligible employees can use PTO time in minimum increments of 4 hours. In the event that accrued vacation is not used by the end of the beneﬁt year, employees may carry unused time forward to the next beneﬁt year. The total amount of accrued vacation time may not exceed twice the annual vacation allotment. Once an employee has reached this cap, all further accruals will cease. On termination of employment, each employee will be paid for all accrued but unused PTO.

## : Holidays (FE)

Frost Mcdowell Associates will grant paid holidays to all eligible employees on the holidays listed below. All employees who would be normally scheduled to work on the below holidays, will be given the day oﬀ with pay.

yes

* + - New Year’s Day (January 1)
    - Martin Luther King, Jr., Day (third Monday in January)
    - Presidents’ Day (third Monday in February)
    - Memorial Day (last Monday in May)
    - Independence Day (July 4)
    - Labor Day (ﬁrst Monday in September)
    - Veterans’ Day (November 11)
    - Thanksgiving (fourth Thursday in November)
    - Christmas Eve Day (December 24)
    - Christmas Day (December 25)

A recognized holiday that falls on a Saturday or Sunday will be observed on the preceding 15 Friday or following Monday, if approved by the company management.

## : Workers Compensation (FE)

As required by law, the company provides workers' compensation beneﬁts for the protection of employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to employees who receive job-related injuries or illnesses. If an employee is injured or becomes ill as a result of their job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive beneﬁts.

Report every injury or illness to a supervisor, regardless of severity. Where legally permissible, the company reserves the right to require medical intervention for injuries sustained in the course of duty. The company may determine the facility or provider by whom medical care is rendered. You may be asked to cooperate with Workers' Compensation investigations, documentation requests, ﬁtness for duty protocol, return to work programs, and/or other procedures related to having sustained an injury during the course of duty. Cooperation with all necessary aspects of injury reporting and related Workers' Compensation activity is required. Failure to adhere to the expectations herein may result in denial of Workers' Compensation and/or disciplinary action, up to and including termination.

## : fmla (FE)

The company oﬀers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances, if the employee works within a seventy-ﬁve (75) mile radius of ﬁfty (50) or more company employees.

Under the federal FMLA, a person who has worked as an employee of this company for at least 1,250 hours in the previous twelve months is eligible for FMLA leave. Up to twelve weeks of unpaid leave per year are available for the following reasons:

 The birth of a child and care for the newborn child;

 Placement of a child into adoptive or foster care with the employee;

 Care for a spouse, child, or parent who has a serious health condition; or  Care for the employee’s own serious health condition.

 To care for a spouse, son, daughter, parent, or next of kin (deﬁned as the nearest blood relative) who is a “covered servicemember” and who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unﬁt to perform duties of member’s oﬃce, grade, rank or rating. A military caregiver is eligible to take a total of 26 weeks of leave. If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave.

If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the company as possible. Employees may be required to provide: medical certiﬁcations supporting the need for leave if the leave is due to a serious health condition of the employee or the employee’s family member; periodic recertiﬁcation of the serious health condition; and periodic reports during the leave regarding the employee’s status and intent to return to work. Employees must return to work immediately after the serious health condition ceases, and employees who have taken leave because of their own serious health condition may be asked to submit a ﬁtness-for-duty certiﬁcation before being allowed to return to work. Leave may be taken on an intermittent or reduced schedule to care for an illness; yet may not be taken intermittently for the care of a newborn or newly adopted child, unless that care is for a serious illness. When leave is taken intermittently, the company may transfer the employee to another position with equivalent pay and beneﬁts, which is better suited to periods of absence. Subject to certain conditions, the employee or the company may choose to use accrued paid leave (such as sick leave or vacation leave) concurrent with FMLA leave.

The company will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave. If an employee would like the company to maintain other paid beneﬁts during the period of leave, premiums and charges which are partially or wholly paid by the employee must continue to be paid by the employee during the leave time. Family and medical leave will not result in the loss of any employment beneﬁt accrued prior to the date on which the leave commenced. However, an employee on family and medical leave does not continue to accrue beneﬁts (e.g., sick leave or vacation leave) during the period of family and medical leave. Questions regarding particular beneﬁts should be directed to the Human Resources at [cadydas@mailinator.com.](mailto:cadydas@mailinator.com) Upon returning from FMLA leave, an employee will be restored to their original job or an equivalent job with equivalent beneﬁts, pay, seniority, and other employment terms and conditions as provided by the Family and Medical Leave Act. Taking another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

## : Jury/Court Duty (FE)

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee’s absence. Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will

also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time oﬀ if required to serve more than 2 weeks on a jury. If an employee is released from jury duty after 4 hours or less of service, the employee must report to work for the remainder of that workday. Time for appearance in court for personal business will be the individual employee’s responsibility. Normally, personal days or vacation days will be used for this purpose.

[NOTE: CHECK STATE AND LOCAL LAWS FOR ANY ADDITIONAL REQUIREMENTS RELATED TO JURY DUTY AND PAY WHILE AN EMPLOYEE SERVES ON A JURY.]

## : Voting (FE)

Any non-exempt employees whose work schedule does not provide him/her two consecutive hours either between the opening of the polls and the beginning of his/her shifts or between the end of his/her shift and the close of the polls will be granted up to two unpaid hours oﬀ in order to vote. Exempt employees may be provided time oﬀ with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible. When you return to work from voting leave, you must present a voter’s receipt to your supervisor.

[NOTE: CHECK STATE AND LOCAL LAWS FOR ANY ADDITIONAL REQUIREMENTS RELATED TO LOCAL VOTING LAWS.]

## : Military Leave (FE)

Frost Mcdowell Associates supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time oﬀ for uniformed service should immediately notify the HR department and the employee’s supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoﬀs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

## : Bereavement Leave (FE)

Employees with more than 3 months’ service may take up to 3 days of paid bereavement leave upon the death of a member of their immediate family. “Immediate family members” are deﬁned as an employee’s spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

All regular, full-time employees may take up to 1 day oﬀ with pay to attend the funeral of an

extended family member (aunts, uncles, and cousins). The company may require veriﬁcation of the need for the leave. The employee’s supervisor and HR will consider this time oﬀ on a case-by-case basis. Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time oﬀ granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

[NOTE: CHECK STATE AND LOCAL LAWS FOR ANY ADDITIONAL REQUIREMENTS.]

# Section 4 - Payroll, Work Hours & Schedules

## : Payroll (FE)

All employees of the company are paid yes. The employer takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that they are paid promptly on the scheduled payday. By law, the company is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions may also include any court-ordered garnishments. Your payroll stub will also diﬀerentiate between regular pay received and overtime pay received. If you believe there is an error in your pay, bring the matter to the attention of the Maxime ut distinctio immediately so that the company can resolve the issue as quickly as possible.

## : Workweek & hours of work (FE)

The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours. Oﬃce hours are 8:30 a.m. to 5:00 p.m., with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

## : Time Records (FE)

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, you and your supervisor must sign the time sheet attesting to its correctness before forwarding it to the HR department.

## : Overtime (FE)

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one-half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, paid time oﬀ (PTO), bereavement time, and jury duty, does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager. [NOTE: THERE MAY BE STATE OR LOCAL LAWS WITH DIFFERENT REQUIREMENTS THAT MUST BE CONSIDERED.]

## : Meal & Rest Breaks (FE)

Employees are entitled to a 30-minute unpaid meal break each day. Any nonexempt employee who is required to work through a meal break will be paid for the 30-minute period. Employees are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or manager.

[NOTE: THERE MAY BE STATE OR LOCAL LAWS WITH DIFFERENT REQUIREMENTS THAT MUST BE CONSIDERED.]

## : Direct Deposits (FE)

Frost Mcdowell Associates encourages employees to have their pay directly deposited into their bank accounts via direct deposit. Employees will receive an itemized statement of wages when Frost Mcdowell Associates makes direct deposits.

## : Employment Records (FE)

Frost Mcdowell Associates relies on the accuracy of information contained in data presented throughout the hiring process and employment. Any misrepresentations, falsiﬁcations, or omissions of information on a job application, personnel form, or any other document may result in Frost Mcdowell Associates’s exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment. It is each employee’s responsibility to promptly notify the [cadydas@mailinator.comof](mailto:cadydas@mailinator.comof) any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

# Section 5 - Standards of Conduct

## : non-harrassment & non-descrimination (FE)

Frost Mcdowell Associates believes that each of us should be able to work in an environment free of discrimination and harassment. To this end, the company prohibits and will not tolerate discrimination or harassment. This policy applies equally to any form of discrimination or harassment based on any legally protected status under local, state and/or federal law, including but not limited to sex, race, color, religion, disability, pregnancy, national origin, age, sexual orientation, or gender identity. Harassment is verbal or physical conduct designed to threaten, intimidate or coerce. It includes verbal taunting (including racial and ethnic slurs) which impairs an employee’s ability to perform their job.

Harassment includes but is not limited to:

 Verbal conduct such as threats, epithets, derogatory comments, or slurs

 Visual conduct such as derogatory posters, photographs, cartoons, drawings, images, or gestures

 Physical conduct such as assault, unwanted touching, or blocking normal movement  Verbal conduct such as threats, epithets, derogatory comments, or slurs

 Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures; physical conduct such as assault, unwanted touching, or blocking normal movement.

If you feel that you have been subjected to conduct that violates this policy, you should immediately report the matter to your supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response, please contact the next level manager or the Human Resources Manager. Employees are permitted to report the matter directly to Human Resources if preferred.

## : sexual harassment policy (FE)

“Sexual Harassment” is deﬁned as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests, or conduct is made explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or eﬀect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating, or sexually oﬀensive work environment. Examples of sexual harassment can include, but are not limited to: asking for sexual favors in exchange for work beneﬁts, the posting of sexually graphic materials, jokes, stories, comments, or innuendoes of a sexual nature, making sexual gestures or expressions, unwanted touching of a person’s clothing or hair, whistling or “catcalls”, staring at someone, or blocking or impeding a person’s path. It is the responsibility of the employee who is subjected to harassment or who witnesses a case of unlawful harassment to report such an incident directly to their supervisor or, if that is not appropriate, to the Human Resources Manager.

Reporting: Any company employee who feels that they have been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of their supervisor or the Human Resources Manager. The company will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results

will be treated as conﬁdential to the extent feasible, and the company will take appropriate action based on the outcome of the investigation. There will be no reprisal or retaliation against anyone who reports such an incident as it is unlawful to retaliate against anyone for ﬁling a complaint or for cooperating in an investigation of a harassment complaint. No disciplinary action will be taken without a thorough investigation of the facts, which shall include gathering statements from all parties and witnesses involved.

Responsibilities: Employees, contractors, and temporary workers are responsible for complying with this policy by reporting all instances of alleged harassment and cooperating in any investigation of the alleged harassment. Supervisors and managers are responsible for implementing this policy in their departments, keeping the workplace free from any form of harassment, ensuring that all associates, contractors, and temporary workers understand this policy, taking harassment complaints seriously, and notifying Human Resources immediately about any complaints of sexual or other forms of harassment.

## : Punctuality & Attendance (FE)

Scheduled hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedules. Should an employee have any questions regarding their work schedule, the employee should contact the supervisor. The company does not tolerate absenteeism without an excuse. Employees who will be late to or absent from work should notify a supervisor in advance, or as soon as practicable in the event of an emergency. Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures may result in disciplinary action.

Employees are expected to arrive on time and ready for work. An employee who arrives after their scheduled arrival time is considered tardy. The company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited and may be subject to disciplinary action. An employee who fails to report for their scheduled workday and has not notiﬁed their supervisor of their tardiness or absence within the ﬁrst two hours of their scheduled shift will be considered a No Call No Show (NCNS). Two consecutive NCNSs are considered job abandonment and will be designated as a voluntary resignation of employment. In the case of job abandonment, the employee’s ﬁnal date of employment for purposes of payroll and welfare beneﬁts will be their last day worked.

We do recognize that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your supervisor as early as possible, but no later than the start of your workday. Asking another employee, friend, or relative to give this notice is improper and constitutes grounds for disciplinary action, unless unavoidable. Please call, stating the nature of your absence and its expected duration, every day that you are absent. The company reserves the right to require reasonable proof of illness or temporary disability. Excessive absences or tardiness will result in disciplinary action up to and including termination.

## : Communication Devices (FE)

The purpose of this policy is to deﬁne standards, procedures, and restrictions for end-users who have legitimate business uses for connecting a personally-owned mobile device to the company’s corporate network.

This mobile device policy applies, but is not limited, to all devices and accompanying media that ﬁt the following classiﬁcations:

 Smartphones and tablets  Portable media devices

 Portable gaming devices

 Laptop/notebook computers

Any mobile device capable of storing corporate data and connecting to a network The policy applies to any hardware and related software that is not corporately owned or supplied but could be used to access corporate resources. That is, devices that employees have purchased for personal use but also wish to use in the business environment. The overriding goal of this policy is to protect the integrity of the conﬁdential client and business data that resides within the company’s technology infrastructure. This policy intends to prevent this data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network where it could potentially be accessed by unsanctioned resources. A breach of this type could result in loss of information, damage to critical applications, loss of revenue, and damage to the company’s public image. Therefore, all users employing a mobile device connected to the company’s corporate network, and/or capable of backing up, storing, or otherwise accessing corporate data of any type, must adhere to company-deﬁned processes for doing so. For approval and further information, contact your supervisor. Company- Provided Portable Communication Devices (PCDs), including cell phones, tablets, and computers, should be used primarily for business purposes. Employees have no reasonable expectation of privacy regarding the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted by law, the right to monitor personal communications as necessary. Some employees may be authorized to use their PCD for business purposes. These employees should work with the IT department to conﬁgure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the company's networks, and the PCD must be provided for inspection and review upon request. When sending a text message or using a PCD for business purposes, whether it is a company-provided or personal device, employees must comply with applicable company guidelines, including policies on sexual harassment, discrimination, conduct, conﬁdentiality, equipment use, and operation of vehicles.

## : Personal Visitors & Calls (FE)

Disruptions during working hours can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working hours, or during lunch or break time. For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our facilities other than the reception areas. Violations of this policy may result in disciplinary action.

## : Inspections (FE)

Frost Mcdowell Associates wishes to maintain a work environment that is free of illegal drugs, alcohol, ﬁrearms, explosives, or other improper materials. To this end, Frost Mcdowell Associates prohibits the control, possession, transfer, sale, or use of such materials on its premises. The company may require employees while on company or client property, to agree to the inspection of their persons, personal possessions, property, and work areas including vehicles, desks, cabinets, workstations, packages,

handbags, briefcases, and other personal possessions or places of concealment, as well as a personal email sent to the company or its clients.

The cooperation of all employees is required to successfully administer this policy. Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the employer. Accordingly, any authorized agent or representative of the employer can inspect them, as well as any articles found within them, at any time, either with or without prior notice. Employees are expected to cooperate in the conduct of any search or inspection.

## : smoking (FE)

The company complies with the Clean Air Act and has made all of our oﬃce buildings designated non- smoking areas. Smoking is not allowed on Frost Mcdowell Associates premises. This includes “vaping” or using e-cigarettes. Smoking is prohibited in all company vehicles.

## : No Solicitation or Distribution (FE)

Frost Mcdowell Associates works hard to maintain a pleasant and cooperative relationship with employees in all matters. However, no business relationship can operate eﬃciently if there are frequent work interruptions. As such, employees may not solicit for any cause, or distribute literature of any kind (for themselves or another employee) for any purpose during working time. Non- employees are not permitted to solicit employees or distribute materials for any purpose on company property at any time.

## : Outside Employment & Conﬂicts (FE)

All active employees must notify the company before they take outside employment so that the company will have reasonable notice to decide whether it sees, at that time, any conﬂict of interest. An employee may hold a job with another organization as long as they satisfactorily perform their job responsibilities with the company, including scheduling requirements, and that the position is approved in advance. Employees should consider the impact that outside employment may have on their health and physical endurance and safety. All employees will be judged by the same performance standards and will be subject to the employer's scheduling demands, regardless of any existing outside work requirements. The company retains the right to prohibit second jobs if it considers them to be a safety exposure. The purpose of this policy is to ensure that the company's reputation is not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conﬂict with the best interests of the company. Employees have an obligation to conduct business within guidelines that prohibit actual or potential conﬂicts of interest. Employees can seek further clariﬁcation on issues related to the subject of acceptable standards of operation.

Situations that would constitute a conﬂict in most cases include but are not limited to:

 Transactions with outside ﬁrms that are not conducted within a framework established or controlled by the executive level of the organization.

 Bribes, bonuses, fringe beneﬁts, unusual price breaks, or excess volumes designed to beneﬁt another company, an employee, a relative, or an acquaintance.

 Holding an interest in, or being employed by, any company that competes with Frost Mcdowell Associates.

No `presumption of guilt` is created by the mere existence of a relationship with outside personnel. However, if an employee has any inﬂuence on transactions involving purchases, contracts, or leases, they must disclose to an oﬃcer of the organization as soon as possible the existence of any actual or potential conﬂict of interest so that safeguards can be established to protect all parties. A conﬂict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

## : Equipment and Property Including Intellectual Property (FE)

Employees are prohibited from any unauthorized use of the Frost Mcdowell Associates's intellectual property, such as audio and video, print materials, and software. Equipment essential in accomplishing job duties is often expensive and diﬃcult to replace. Improper or unsafe use of equipment can result in disciplinary actions being taken, up to and including discharge. Employees are expected to follow safety standards and guidelines, as well as follow all operating instructions. Employees must notify a supervisor if equipment, machines, or Company property appears to be damaged or in need of repair. Furthermore, the company is not responsible for any damage to employees' personal belongings unless the employee's supervisor requested that the employee use their personal property for work purposes.

## : Hiring Relatives (FE)

It is well-accepted that the employment of relatives and personal friends in the same area of an organization can cause serious conﬂicts and problems. In these circumstances, all parties, including supervisors, leave themselves open to charges of inequitable consideration in decisions.Frost Mcdowell Associates’s policy is that relatives, friends, or individuals who live with, but are not legally related to, persons currently employed by the company may be hired only if they will not be working directly for or supervising a relative or personal friend, or will not be working directly above the relative's immediate superior or directly for the relative's immediate subordinate. If already employed, they cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred if there is a position opening that the individual is qualiﬁed to satisfy. If that decision is not made within 30 days, management will decide. This policy takes eﬀect as of the date this manual was originally distributed.

## : Business Expense Reimbursement (FE)

Employees may be reimbursed for reasonable, pre-approved expenses incurred in the course of business. These expenses must be approved by your supervisor in advanand may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. Contact your Supervisor in advance if you have any questions about whether an expense will be reimbursed.

## : Recording Device policy (FE)

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss of productivity, no employee may use a camera phone function on any phone on company property or while performing work. The use of recorders or other types of voice recording devices anywhere on company property, including to record conversations or activities of other employees or management, or while performing work for Frost Mcdowell Associates, is also strictly prohibited unless the device was provided to you by Frost Mcdowell Associates and is used solely for legitimate business purposes.

## : Social Media Policy (FE)

Information published on any social networking site should not reveal any information designated by Frost Mcdowell Associates as conﬁdential and must not disclose any trade secret, such as client information or marketing eﬀorts. This also applies to comments posted on other blogs, forums, and social networking sites. The company respects the right of any employee to maintain a blog, web page, or to participate in a social networking site. All rules regarding conﬁdential and proprietary business information apply in full to blogs, web pages, social networking, Twitter, and similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter, or similar site. Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, or similar site.

You should not post content about the company, management, co-workers, or customers that is discriminatory, libelous, or threatening or a violation of the company's policies against discrimination on account of race, age, religion, sex, ethnicity, nationality, sexual orientation, gender identity, disability, or other protected class, status or characteristic. Frost Mcdowell Associates encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers.

Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Published information should not reveal conﬁdential information, nor may it disclose any trade secret. Frost Mcdowell Associates logos and trademarks may not be used without the written consent of an oﬃcer of Frost Mcdowell Associates.

## : Employees Dress Policy (FE)

Employees are expected to dress in a manner appropriate to their work environment and exercise good hygiene. Appropriate safety attire and dress are required at all times, including the proper personal protective equipment. When a situation arises regarding the appropriateness of attire, the manager or supervisor will be responsible to counsel the employee using their best judgment as to the determining factor. Employees dressed inappropriately or who exercise poor hygiene may be prevented from working until they are well-groomed or wearing proper attire.

## : remote work policy (FE)

Frost Mcdowell Associates is committed to enabling remote work when possible, appropriate, and aligned with business needs. The purpose of this policy is to help enable productive remote work and establish guidelines and expectations. Scheduling and Expectations In order to stay aligned with team

members, it is important to be available during normal work hours. This includes the need for timely communication and being available throughout the workday. The total number of hours that employees with remote work agreements are expected to work does not change, regardless of work location. Working remotely is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the same work location during employees’ work hours, another person must be present to provide the care. If an employee’s schedule needs to be modiﬁed to assist with child or adult care responsibilities, they should discuss this with their manager. Expectations All work rules and policies apply to work performed remotely.

Employees must agree to comply with Frost Mcdowell Associates’s rules, policies, practices, and instructions and understand that violation of such may result in disciplinary action, up to and including termination. Employees who work remotely are subject to the same policies as other employees, including policies relating to information security and data protection. Liability Frost Mcdowell Associates assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The company also assumes no liability for damages to employees’ real or personal property resulting from working remotely. Workers' compensation coverage is limited to designated work areas in employees' homes. Employees agree to practice the same safety habits they would use in a central workplace and maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury. Company Information Employees must safeguard company information used or accessed while working remotely. Employees working remotely must agree to follow company-approved security procedures in order to ensure the conﬁdentiality and security of data. Timekeeping Employees who are working remotely and are not exempt from the requirements of the Fair Labor Standards Act will need to use the company’s standard time recording system.

# Section 6 - Workplace Policies

## : conﬁdential Information (FE)

The protection of conﬁdential business information and trade secrets is vital to the interests and success of Frost Mcdowell Associates. Conﬁdential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business. An employee who improperly uses or discloses trade secrets or conﬁdential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually beneﬁt from the disclosed information. All inquiries from the media must be referred to the [cadydas@mailinator.com.](mailto:cadydas@mailinator.com) This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

## : Conﬂicts of Interest (FE)

Frost Mcdowell Associates expects all employees to conduct themselves and company business in a manner that reﬂects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conﬂicts of interests. Exactly what constitutes a conﬂict of interest or an unethical business practice is both a moral and a legal question. Frost Mcdowell Associates recognizes and respects the individual employee’s right to engage in activities outside of employment that are private in nature and do not in any way conﬂict with or reﬂect poorly on the company. It is not possible to deﬁne all the circumstances and relationships that might create a conﬂict of interest. If a situation arises in which there is a potential conﬂict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed.

The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another ﬁrm that is a competitor of or supplier to Frost Mcdowell Associates;
2. Carrying on company business with a ﬁrm in which the employee, or a close relative of the employee, has a substantial ownership or interest;
3. Holding a substantial interest in, or participating in the management of, a ﬁrm to which the company makes sales or from which it makes purchases;
4. Borrowing money from customers or ﬁrms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies;
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency;
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company;
7. Participating in civic or professional organization activities in a manner that divulges conﬁdential company information;
8. Misusing privileged information or revealing conﬁdential data to outsiders;
9. Using one’s position in the company or knowledge of its aﬀairs for personal gains; and
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

## : Progressive Descipline Policy (FE)

Frost Mcdowell Associates enforces a policy of progressive discipline in which it attempts to provide employees with notice of deﬁciencies and an opportunity to improve. Disciplinary action is any one of several options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings, probation, suspension, demotion, discharge, removal, or some other disciplinary action, in no particular order. The course of action will be determined by the company at its sole discretion as it deems appropriate. The discipline imposed under this policy will be determined based on the severity of the violation.

The following progressive disciplinary steps may be utilized for breach of policy or violation of rules: First oﬀense: Verbal counseling/warning

Second oﬀense: Written warning

Third oﬀense: Final warning. The employee's employment is understood by both parties to be in jeopardy, and this is the ﬁnal opportunity for the employee to demonstrate improvement or discontinue problematic behavior.

Fourth oﬀense: Termination

Note that each oﬀense need not be for violation of the same policy or procedure. First-time violations of diﬀerent policies or procedures may count as second, third, or fourth oﬀenses. All violations will be ﬁled in the employee's personnel ﬁle. The employee may ask for a copy of the warning at any time. Employees, although they may not necessarily agree with the disciplinary action, are expected to sign the form acknowledging that disciplinary action has been taken against them and add any comments they deem necessary. While the company provides this policy as a guide for the administration and enforcement of its policies and procedures, the severity and circumstances surrounding a particular violation may warrant the imposition of a more serious form of discipline, even in situations where the violation is a ﬁrst oﬀense. Accordingly, Frost Mcdowell Associates reserves the right to accelerate disciplinary measures to deal with the severity of the infraction. Furthermore, there are some situations which Frost Mcdowell Associates believes are so detrimental to the integrity of its operations and personnel that immediate termination may be required (see Standards of Conduct).

## : Performance Management (FE)

We have built our performance management practices to:

 Ensure you understand your job responsibilities and have speciﬁc goals to meet.  Provide you with actionable and timely feedback on your work.

Invest in development opportunities that help you grow professionally.

Recognize and reward your work in ﬁnancial or non-ﬁnancial ways (e.g. employee awards.)

To meet these objectives, we have:

 Established [annual/ bi-annual/ quarterly] performance reviews. During these reviews, your manager will ﬁll out your performance evaluation report and arrange a meeting with you to discuss it. Through these discussions, managers aim to recognize employees who are good at their jobs, identify areas of improvement and talk about career moves. Pay increases or bonuses are not guaranteed. But, we encourage managers to recommend rewards for their team members when they deserve them. There won’t be any forced ranking or other comparison between employees, as our goal is to help all employees improve and develop their careers.

 Instructed all managers to meet with their team members once per [week] to provide feedback and talk about their work and motivations. This way, you can receive feedback in a timely manner and avoid surprises during your [annual/ bi-annual/ quarterly] performance review. How we expect managers to lead employees If you manage a team, you are responsible for your team members’ performance.

To conduct eﬀective regular meetings and performance evaluations, we expect you to:

 Set clear objectives. Your team members should know what you expect of them. When you ﬁrst hire someone to your team, ensure they understand their job duties. Set speciﬁc goals for each team member (and team-wide if applicable.) Revisit those goals during [annual/ bi-annual/ quarterly] performance reviews.

 Provide useful feedback. During scheduled meetings with your team members, give them both guidance and praise, as appropriate. Be fair and speciﬁc to help them understand and implement your feedback.

 Keep your team members involved. There should be two-way communication between you and your team. Make your expectations clear, but always take your team members’ motivations and aspirations into account. Discuss training and development opportunities that may interest your team members.

 Keep logs with important incidents about each one of your team members. These logs help you evaluate your team, but may also prove useful when rewarding, promoting or terminating your team members.

## : Company Vehicle Policy (FE)

All employees authorized to drive company-owned or leased vehicles or personal vehicles in conducting company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. A valid driver's license must be in your possession while operating a vehicle oﬀ or on company property. It is the responsibility of every employee to drive safely and obey all traﬃc, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management. Employees who drive on company business must abide by all state or local laws prohibiting or limiting portable

communication device use, including cell phones and tablets, and other devices while driving. Further, even if use is permitted, company policy requires hands-free use only.

## : Computer, Internet & Email (FE)

Frost Mcdowell Associates provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voicemail, scanner, Internet, intranet, e-mail, text messaging, portable electronic devices, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner. Employees should not have any expectation of privacy in their use of company computer, phone, portable electronic devices, or other communication tools.

All communications made using company-provided equipment or services, including e-mail and Internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an e-mail, a voicemail, or another communication, a copy may be archived on the company’s systems. Employee use of company-provided communication systems, including personal e-mail and Internet use, that is not job-related has the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-email and the Internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company’s systems, as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages before opening that are received from unknown senders and advertisers. It also is against company policy to turn oﬀ antivirus protection software or make unauthorized changes to system conﬁgurations installed on company computers. Violations of this policy may result in termination for a ﬁrst oﬀense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e- mails are considered business records and may be subject to federal and state recordkeeping requirements, as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company. All use of company-provided communications systems, including e-mail and Internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Conﬁdential Information, and Conﬂicts of Interest. So, for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge conﬁdential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Because e- mail, telephone and voicemail, and Internet communication equipment are provided for company business purposes and are critical to the company’s success, your communications may be accessed without further notice by IT department administrators and company management to ensure compliance with this guideline. The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means. Employees should pay particular care to the use and security of portable electronic devices when used for business-related purposes, such as laptops, tablets, smartphones, and other data storage media, whether provided by the employer or the employee.

Lost or stolen portable electronic devices containing company information may cause breaches of

security that result in the loss of company conﬁdential commercial data, the loss of vital research data, the unauthorized disclosure of sensitive employee data, lawsuits against the individual, and lawsuits against the company. Employees should use appropriate password protections for such devices and physically secure them as recommended by IT department administrators. Oﬃce telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company’s cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued. Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and beneﬁts. Employees have the right to engage in or refrain from such activities.

# Section 5 - Standards of Conduct

## : Virtual Meeting policy (FE)

The purpose of this policy is to help set consistent expectations for virtual meetings with the goal of keeping meetings productive and creative.

General Guidelines and Expectations

 It is important to be on time for meetings

 Although sometimes disruptions occur, working in a quiet, distraction-free environment is important

 All company policies and procedures apply during virtual meetings  It is a good practice to mute yourself when you’re not speaking

 Turn oﬀ alerts and silence cell phones

 Turning on video is strongly recommended

 Avoid smoking, vaping, and eating during the meeting

 If eating is unavoidable, it's best practice to turn oﬀ your camera

# Section 3 - Benefits & Leaves of Absence

## : Beneﬁts Overview

This handbook contains descriptions of some of our current employee beneﬁts. Many of the company’s beneﬁt plans are described in more formal plan documents available from the Human Resources Manager. In the event of any inconsistencies between this handbook or any other oral or written description of beneﬁts and a formal plan document, the formal plan document will govern.

The information presented here is intended to serve only as an overview. The details of speciﬁc beneﬁt plans are available from the Human Resources Manager. Although {company] plans to maintain these employee beneﬁts, it reserves the right to modify, amend or terminate these beneﬁts at any time and for any reason.

# California Addendum

## : EEO Statement and No harassment/Unprofessional Conduct Policy (CA)

### Equal Opportunity Statement

Frost Mcdowell Associates is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation

based on an individual’s race (including, but not limited to, hair texture and protective hair styles such as braids, locks, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin (including language use and possession of a special driver’s license for those unable to prove lawful residency in the United States), ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics and HIV/AIDS), genetic information, marital or registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), age (40 years and over), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family Medical Leave Act or the California Family Rights Act), domestic violence victim status, criminal background, political aﬃliation, or any other status protected by federal, state, or local laws.

Frost Mcdowell Associates is dedicated to the fulﬁllment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, transfers, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment. The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. As stated below, the Company will keep the details of its investigation conﬁdential to the furthest extent possible, recognizing that certain information may need to be disclosed at times to thoroughly investigate all allegations. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any employees who, in good faith, provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

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

### Policy Against Workplace Harassment

Frost Mcdowell Associates has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual’s characteristic protected by California law (or local ordinance, where applicable). This policy protects all applicants, unpaid interns, contractors, and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contactors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual’s work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

### Harassment and Other Unprofessional Conduct

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual’s characteristic protected by California law (or local ordinance, where applicable). While it is not possible to list all circumstances that may constitute other forms of workplace harassment or unprofessional conduct, some examples of such conduct include:

The use of disparaging or abusive words or phrases, slurs, negative stereotyping or threatening, intimidating, or hostile acts that relate to the above protected categories; written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and

that is placed on walls, bulletin boards, email, voicemail, or elsewhere on Company premises, or circulated in the workplace; and a display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Sexual Harassment

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

Sexual harassment is generally categorized into the following two types: Quid pro quo sexual harassment (“this for that”), which includes:

* Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual’s

employment.

* Submission or rejection of the conduct by an employee when used on the basis of employment decisions aﬀecting the employee.

Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person

in the workplace that unreasonably interferes with an employee’s work performance and/or creates an

intimidating, hostile, or otherwise oﬀensive working environment. Examples include:

* Unwelcome sexual advances, ﬂirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
* Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
* Leering, obscene or vulgar gestures, or sexual gestures.
* Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters of any such items.
* Impeding or blocking movement, unwelcome touching, or assaulting others.
* Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to

sexual advances.

* Conduct or comments consistently targeted at one gender, even if the content is not sexual.

### Retaliation

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

proceedings arising out of a violation of this policy.

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

considered in the totality of the circumstances.

### Training

Every two years, all employees must attend Sexual Harassment Prevention and Workplace Civility training aimed at increasing their understanding of and preventing workplace sexual harassment (including harassment on the basis of sexual orientation, gender identity, and gender expression) and their role in creating an underlying culture

of mutual respect in our workplace. Speciﬁc components of the training will include how to promptly and eﬀectively respond to sexual harassment when it occurs, the eﬀects of abusive conduct in the workplace, and ways to appropriately intervene if one witnesses behavior that is not in keeping with this policy. You may access an

example of such training here: [https://www.dfeh.ca.gov/shpt/.](http://www.dfeh.ca.gov/shpt/)

The training will be provided by trainers who, in addition to the other requirements provided by applicable state law and/or regulation, have the ability through training or experience to train supervisors on how to identify, investigate, report, and respond to unlawful harassment, discrimination, and retaliation in the workplace.

### Reporting Discrimination, Harassment, Unprofessional Conduct and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment,unprofessional conduct, or retaliation, immediately notify Human Resources or any member of management. The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination. We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we ﬁnd a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation conﬁdential to the extent possible. In the same way, all employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Investigations will be documented and tracked for timely resolution. When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others

who are directly involved. If our policy is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the oﬀending individual. Both the rights of the accused and the complainant will be considered in any investigation and subsequent action. As necessary, the Company may monitor any incident or complaint to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation. In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Department of Fair Employment and Housing (DFEH) to report unlawful harassment. You must ﬁle a complaint with the DFEH within three years of the alleged unlawful action. The EEOC and the DFEH serve as neutral fact-ﬁnders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Oﬃce of Human Resources or the nearest EEOC or DFEH oﬃce.

### Filing Complaints Outside the Company

You may ﬁle formal complaints of discrimination, harassment, or retaliation with the agencies listed below.

Contact these agencies directly for more information about the ﬁling processes. California Department of Fair Employment and Housing

2218 Kausen Drive, Suite 100 Elk Grove, CA 95758

800-884-1684 (voice) 800-700-2320 (TTY) or

California’s Relay Service at 711 [Contact.center@dfeh.ca.gov](mailto:Contact.center@dfeh.ca.gov) [https://www.dfeh.ca.gov](http://www.dfeh.ca.gov/)

### U.S. Equal Employment Opportunity Commission

800-669-4000 or 800-669-6820 (deaf/hard-of-hearing callers only) [https://www.eeoc.gov/employees](http://www.eeoc.gov/employees)

Find your nearest EEOC oﬃce here: [https://www.eeoc.gov/ﬁeld-oﬃce](http://www.eeoc.gov/ﬁeld-oﬃce)

## : Recording Time (CA)

Frost Mcdowell Associates is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using our internal timekeeping application. Exempt employees may also be required to track days or time worked. Speak with your supervisor for speciﬁc instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked.

Time must be recorded as follows:

* + - Immediately before starting your shift.
    - Immediately after ﬁnishing work, before your meal period.
    - Immediately before resuming work, after your meal period.
    - Immediately after ﬁnishing work.
    - Immediately before and after any other time away from work.

Your timecard must be appropriately completed and turned in to your supervisor on a weekly basis. Notify your supervisor and Human Resources of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working “oﬀ the clock.” If you falsify your own time records or the time records of co-workers, or if you work oﬀ the clock, you will be subject to discipline up to and including termination. Immediately report to Human Resources any employee, supervisor, or manager who falsiﬁes your time entries or encourages or requires you to falsify your time entries or work oﬀ the clock.

## : Expense Reimbursement (CA)

Frost Mcdowell Associates will reimburse California employees for necessary expenses or losses incurred in the discharge of the employee’s duties. California employees should reach out to Human Resources regarding expenses that will be approved

## : Meal and Rest Periods (CA)

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods. In addition to the meal period provided under the Employee Handbook, employees will receive an addition 30-minute unpaid meal break when working more than 12 hours in a day, and a paid 10-minute rest period for every four hours worked.

Lactation Breaks

Any employee who is a nursing mother is eligible to take a reasonable amount of break time to express breast milk for the employee’s infant child each time the employee has a need to express breast milk. There is no length of service requirement to be eligible.

To request lactation accommodation, an employee should contact Human Resources. Frost Mcdowell Associates has an obligation to reasonably accommodate an employee’s request regarding lactation accommodation and to provide the requisite facilities. If Frost Mcdowell Associates is not able to provide break time or a lactation location, the Company will provide a written response to the employee, as required by law. Employees who use their regular paid rest breaks as their lactation breaks are paid during the rest breaks. Employees who are required to record time must accurately record the start and end of lactation breaks.

You have the right to ﬁle a complaint with the state’s Labor Commissioner for any violation of a right under the lactation accommodation law, including the prohibition against retaliation

## : Overtime (CA)

If you are nonexempt and work more than eight hours in any workday or more than six days in any

workweek, you will be paid overtime at a rate of:

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

If you are nonexempt and work more than 40 hours in a workweek, you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against diﬀerent overtime limits. Forpurposes of calculating overtime, rest periods will be counted as hours worked

## : Reporting Time Pay (CA)

Frost Mcdowell Associates provides reporting time pay to nonexempt employees in all circumstances required by applicable law, including when you report to work for your scheduled shift but are asked to work, or are given less than half the hours you were scheduled to work. Reporting time pay may also be available for employees who are asked to call in or verify whether they will be required to work through online resources. Finally, reporting time pay is available for nonexempt employees who report to work for a second shift during the same workday to ﬁnd less than two hours of work to perform on the second reporting.

Reporting time pay will be paid at your regular rate of pay. Reporting time pay for hours not actually worked is not counted for purposes of determining overtime.

Reporting time pay is not provided under certain circumstances, including, but not limited to:

1. When Company operations cannot begin or continue due to threats to employees or property, or when

civil authorities recommend that work not begin or continue.

1. When public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities or

sewer system.

1. When the interruption of work is caused by a naturally occurring disaster or other cause outside the employer’s control, such as an earthquake.

Speak with your supervisor for more information regarding reporting time pay.

## : PTO Time (CA)

Up to 40 hours of unused paid time oﬀ will be carried over from year to year. Earned but unused PTO time will be paid out upon separation. Employees will not be responsible to reimburse the Company for any excess vacation time taken.

## : Disability Insurance (CA)

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance beneﬁts. Disability insurance is a component of California’s State Disability Insurance (SDI) program, which is administered by the California Employment Development

Department (EDD) and is funded by workers through SDI payroll deductions. The Company may also implement a Voluntary Plan for the provision of SDI beneﬁts, which provides coverage at least as good as the SDI State Plan, plus at least one additional beneﬁt not provided by the State Plan.

Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement beneﬁts. Beneﬁt amounts are based on a percentage of your wages paid during a speciﬁc 12-month base period, determined by the date your claim begins. For employees who ﬁle a claim for pregnancy disability insurance, the usual disability period for a normal pregnancy is up to four weeks before the expected delivery date and up to six weeks (for normal delivery) or eight weeks (for cesarean section). However, your physician/practitioner may certify to longer periods if there are medical complications or if you are unable to perform your regular or customary job duties.

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

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

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

Frost Mcdowell Associates will be notiﬁed that you have submitted a disability insurance claim.

## : Paid Family Leave insurance (CA)

California’s Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time oﬀ from work to bond with a new child (either by birth, adoption, or foster care placement) or to care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner). The 12-month period begins on the day a claim is submitted.

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

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

## : Pregnancy Disability Leave (CA)

If you are disabled by pregnancy, childbirth, or a related medical condition, STILES MACHINERY will provide you with up to four months (17.33 weeks) of unpaid pregnancy disability leave (PDL).

### Eligibility

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

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

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

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently. Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be

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

### Notice and Leave Request Process

Foreseeable Need for Leave

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

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request

form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, notify Human Resources. If the need for leave is unforeseeable and you will be absent more than three days, contact your supervisor as soon as possible. If leave will be fewer than three days, you can reach out to Human Resources for the appropriate documentation upon returning to work.

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

Paid Leave Utilization During Pregnancy Leave

You will be required to use available paid time oﬀ (including PTO, if any) during PDL. If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement beneﬁts under the SDI program. You are responsible for applying for these beneﬁts and can obtain forms from

your health care provider.

Certiﬁcation and Fitness for Duty Requirements

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

Temporary Transfer and Other Accommodations

If you are suﬀering from a pregnancy-related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certiﬁcation of a health care provider that a

transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy- related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves. The Company may also require you to transfer temporarily to an available alternative position with the same pay and beneﬁts in order to accommodate your need for intermittent leave or a reduced work schedule.

Health Insurance

The Company will maintain your health insurance coverage during leave as if you were still working. You must continue to make timely payments of your share of the remiums. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notiﬁed 15 days before the date

coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at

our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon

return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Return to Work

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

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

Failure to Return

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

Retaliation

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

## : California Family Rights Act (CFRA) (CA)

All Frost Mcdowell Associates employees who work in California may take job-protected leave under the CFRA. Such employees are entitled to intermittent leave for bonding without Frost Mcdowell Associates's permission, and the basic minimum duration of that leave generally is two weeks. Where two employees work for the Company and require bonding leave for the same child, each employee may take up to 12 weeks’ leave for bonding time. Employees may also take leave for a qualifying exigency related to the covered active duty or call to covered active duty of an employee’s spouse, registered domestic partner, child, or parent, including parent-in-law in the US Armed Forces.

Frost Mcdowell Associates will not require “medical facts” (e.g., symptoms or a diagnosis) and certain other information that the Family and Medical Leave Act would permit as part of a medical certiﬁcation, nor will Frost Mcdowell Associates obtain a second or third medical opinion as to the serious health condition of a family member or designated person (as opposed to an employee’s own medical condition, where second and third opinions are permitted). For purposes of CFRA leave, the term “family member” also includes registered domestic partners, grandparents, grandchildren, siblings, children (regardless of age), as well as children of registered domestic partners. Finally, for purposes of CFRA leave, a “designated person” is `any individual related by blood or whose association with the employee is the equivalent of a family member” who the employee will identify at the time that leave is requested. An employee may identify one designated person per 12-month period. In all other respects, employees requesting or approved for CFRA leave will be treated the same as employees who request or are approved for FMLA leave.

## : Paid Sick Leave (CA)

For employees who do not earn paid time oﬀ under the Employee Handbook and who have worked in California for at least 30 days within a year after commencing employment with Frost Mcdowell Associates, paid sick leave is available for certain purposes under this policy. Those employees will be granted 24 hours of paid leave each

calendar year on the ﬁrst payroll of that year. Such employees may use time under this policy:

* + - For the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee’s family member.
    - For victims of domestic violence, sexual assault, or stalking to seek care, psychological counseling,shelter or support services, safety-related measures, or any relief, including restraining orders, to help ensure the health, safety, or welfare of the victim or the victim’s child.

Time oﬀ under this policy must be taken in two-hour increments. Employees must provide reasonable advance notiﬁcation to Human Resources if the need for the leave is foreseeable. If the need is not foreseeable, employees must provide notice as soon as practicable. Upon separation of employment from Frost Mcdowell Associates, any remaining balance of paid sick leave under this policy will be forfeited.

## : Military Spousal Leave (CA)

Frost Mcdowell Associates provides up to 10 days of unpaid leave to employees who are spouses or registered domestic partners of military personnel who are home on leave during a period of military deployment. An eligible employee works at least an average of 20 hours per week and is the spouse or registered domestic partner of a

member of the armed forces of the United States, National Guard or Reserves who has been deployed during a period of military conﬂict. To request leave under this policy, eligible employees must provide notice to Frost Mcdowell Associates within two business days of receiving oﬃcial notice that their spouse or registered domestic partner

will be on leave from deployment. Employees may, but are not required to, use accrued paid leave (e.g., Paid Time Oﬀ) concurrently with leave under this policy

## : Voting Leave (CA)

In the event an employee does not have suﬃcient time outside working hours to vote in a statewide election, the employee may take up to two hours of working time to vote. Such time will be paid. This time should be taken at the beginning or end of the regular work schedule

## : Volunteer Leave (CA)

The Company will permit eligible employees to take unpaid leaves of absence to serve and/or train as volunteer ﬁreﬁghters, peace oﬃcers, emergency rescue personnel, and with the Civil Air Patrol.

## : Bone Marrow and Organ Donor Leave (CA)

Frost Mcdowell Associates will provide employees who have been employed with the Company for at least 90 days with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to

ﬁve paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

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

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

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

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave. The Company will not retaliate against employees who request or take leave in accordance with this policy.

## : Crime Victim Leave (CA)

Frost Mcdowell Associates provides employees who are the victim of a violent felony or serious felony (or the family member of a victim of a violent felony or serious felony) with unpaid leave in order to attend judicial proceedings related to the crime. A family member under this policy includes a spouse, domestic partner, child, stepchild,

brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

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

Any absence from work to attend judicial proceedings will be unpaid unless you choose to take paid time oﬀ.

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

## : Witness Leave (CA)

If you are required by law to appear in court as a witness, you may take unpaid time oﬀ to do so, provided yougive Frost Mcdowell Associates reasonable advance notice.

## : School Activities Leave (CA)

Parents will be provided unpaid leave of up to eight hours per month and up to 40 hours per year for activities at their child(ren)’s school or daycare facility

## : Personnel File Review (CA)

As required by state law, Frost Mcdowell Associates maintains personnel records for each employee. Personnel records are conﬁdential and maintained by the Human Resources Department. All current employees may request to access their personnel records in writing using the procedure outlined in this policy. Former employees whose employment with Frost Mcdowell Associates terminated no more than three years ago may also request access to their personnel ﬁle. Representatives of current and former employees may also request access to an employee’s personnel ﬁle on behalf of the employee, provided that the representative is authorized to do so in writing by the employee.

Current and former employees may access their personnel ﬁles to inspect its contents, request a copy of relevant records, or both. All such requests must be made in writing to Human Resources Department using the form provided by Frost Mcdowell Associates or another form of written request. The form is available from the Human Resources Department and also may be obtained by asking for a copy from the employee’s supervisor.

Within a reasonable time after receiving an employee’s written request, but no later than 30 days after receiving the request, which may be extended to a maximum of 35 days by mutual agreement of the employee (or employee’s authorized representative) and Frost Mcdowell Associates, the Company will provide the employee or former employee (or an authorized representative) with access to and/or copies of the employee’s personnel

records.

The Company will notify the employee or authorized representative of the time and place for inspection of the personnel records, which will be at a reasonable place and time. If the time is during the employee’s work hours, their pay will not be docked for time spent inspecting records. Personnel records that employees may inspect or receive copies of include those relating to an employee’s performance, any grievance that concerns the employee, documents signed by the employee, and documents used to determine the employee’s qualiﬁcations for employment, transfer, promotion, additional compensation, discipline, or discharge except as otherwise provided by law. Employees who disagree with any information in their personnel records may request removal or revision of the information by the Human Resources Department. However, it is in the sole discretion of Frost Mcdowell Associates whether any information will be removed or revised in an employee’s personnel record.

## : Bereavement Leave (CA)

Frost Mcdowell Associates provides employees with leave time due to the death of an immediate family member. By CA state law, employees of ROL residing in CA are entitled to up to ﬁve days of

unpaid leave upon the death of a family member. The ﬁve days of leave required by state law will encompass the two days of paid bereavement that is a Companywide policy. The days of bereavement leave need not be consecutive, but the leave must be completed within three months of the date of death. For purposes of this law a family member is a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law.

To be eligible for bereavement leave under the law, an employee must work for the Company for at least 30 days before start of leave. The employee will be required to provide documentation of the death of the family member

within 30 days of the ﬁrst day of leave.

# Acknowledgment

### Employee Handbook Receipt Acknowledgment

The employee handbook describes important information about Frost Mcdowell Associates, and I understand that I should consult human resources regarding any questions not answered in the handbook. I have entered into my employment relationship with Frost Mcdowell Associates voluntarily and acknowledge that there is no speciﬁed length of employment. **Accordingly, either I or Frost Mcdowell Associates can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that no manager, supervisor, or representative of Frost Mcdowell Associates has any authority to enter into any agreement for employment other than at-will. Only the President of the company has the authority to make any such agreement and then only in writing signed by the President of Frost Mcdowell Associates.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with Frost Mcdowell Associates. By distributing this handbook, Frost Mcdowell Associates expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by Frost Mcdowell Associates, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through oﬃcial notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

**I understand and agree that nothing in the employee handbook creates, or is intended to create, a promise or representation of continued employment and that employment at Frost Mcdowell Associates is employment at-will, which may be terminated at the will of either Frost Mcdowell Associates or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by Frost Mcdowell Associates or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employee's signature

Employee's name (print)

Date