

Employee Handbook



Welcome Message

On behalf of all your colleagues, I welcome you to TC Electric and wish you every success throughout your time with us. We believe that each employee contributes directly to our growth and success, and we hope you will take pride in being a member of our team.

TC Electric has a long-standing commitment to excellence. Since our founding in 2005, this principal has guided all aspects of our business and will continue to serve us in the future. We believe that success for both our employees and our Company is determined by our employees' ability to efficiently put forth quality work. Every person's job is important, not only to their own success, but also to the success of their colleagues. We urge all employees to look at their jobs objectively for improvement opportunities and to take full advantage of all learning resources.

This Employee Handbook was developed as a resource, intended to guide you through your career with us. It speaks to the expectations we have and outlines the policies, programs, and benefits available to eligible employees. We encourage you to familiarize yourself with the contents of this Handbook for it will answer many questions about employment with us.

The information contained in this Handbook are guidelines and does not confer any type of employment agreement or contract. Handbooks are reviewed regularly and subject to change. This Handbook supersedes all prior versions, and, in some areas, detailed policy documents will govern. If you can't find information you need in this Handbook, or there is ambiguity in your mind about how to interpret any of this information you should ask your manager or speak to Human Resources.


We invite you to share your ideas for how we can continuously improve. Please speak up be it to ask a question or to offer a suggestion.

We hope that your experience here will be challenging, rewarding and most of all, enjoyable!

Sincerely,



Charlie Magrath
President, TC Electric



Robert Herschenfeld
Senior Vice President, TC Electric

Introduction

Whether you have just joined our team or have been at the Company for a while, we are confident that you will find our organization a dynamic and rewarding place in which to work and we look forward to a productive and successful association. We consider our employees to be our most valuable resource. This Handbook has been written to serve as your guide for the duration of your employment.

When using this Handbook, there are several things that are important to keep in mind. Your Handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible policies and procedures described. For that reason, if you have any questions concerning eligibility for a benefit, or if a policy and/or practice applies to you, you should address your specific questions to the Human Resources Department and/or a manager of the company.

- You have the right as an individual to expect, and your manager has the obligation to ensure, uniform and consistent application of the policies.
- Neither this Handbook nor any other Company document, infers any contractual right, either express or implied, to remain in the Company's employment. Nor does it guarantee any fixed terms and conditions of your employment. Your employment may be terminated at will, with or without cause and without prior notice, by the Company or you may resign for any reason at any time. No manager or other representative of the Company, except the CEO (or his/her designee), has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.
- No handbook can be so all-inclusive that it anticipates every circumstance. Progress involves change, and the Company may add to or revise the policies and practices in this Handbook at any time. You will be informed in writing as changes occur.
- Some of the topics described in this Handbook are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook only summarizes those benefits. Please note that the terms of the written official policy will prevail.
- The statements, policies and practices outlined in this handbook are all very important as they guide how we perform our daily responsibilities and how we interact with our fellow employees. Failure to comply with the guidelines and/or policies described in this handbook is a violation of any Company policy and grounds for disciplinary action, up to and including termination.

It is the Company's policy to provide competitive pay benefits; pleasant, safe, healthful and harmonious working conditions; opportunity for advancement; and fair treatment of all employees. In return, the Company expects employees to recognize a responsibility to the Company by being conscientious in all aspects of their work.

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Chapter 1 – About Us

1.1 Who We Are

Iovino Enterprises brings an innovative business model to the construction and infrastructure industry that is the product of 35 years of visionary leadership in the construction business. Our “family of companies” concept empowers entrepreneurs to focus on delivering value to their customers, and accelerates their success through relationship-driven, best-in-class expertise in Finance, Accounting, Surety, Information Technology, Human Capital Management, Legal, Risk Mitigation, Management Consulting, and Mergers and Acquisitions. While each company brings its own unique personality and style, our culture is rooted in a common vision and set of values: respect, care and development for all team members regardless of position, a team-first culture, and a commitment to make a difference in the communities we serve.

Our family of companies include: TC Electric, J-Track, Welkin Mechanical, MLJ Contracting, and Environmental and Infrastructure Group (EIG)

1.2 Our Customers

Commitment to Our Customers

We live in a world of excellence. Meeting customer expectations is no longer sufficient, for companies to be differentiated they must reach higher and surprise their customers. *We must exceed our customers' expectations!* To achieve this goal, we must all commit to excellence as the new performance standard.

This excellent performance standard transcends every interaction – from an email we send to the way we respond to a phone call. We always remember to enlighten and inspire everyone we work with and every customer we serve.

The success of the Company depends on the quality of the relationships between the Company, our employees, the customers we serve, and the general public. It does not matter what your position is, you are a Company ambassador. The more goodwill you promote, the more our customers will respect and appreciate you, the Company, and the Company's services and technology.

Below are several things you can do to give customers a positive customer experience and are the building blocks for our continued success:

- Act competently and communicate to customers in a courteous and respectful manner;
- Communicate pleasantly, professionally, and respectfully with other employees at all times;
- Follow up on questions and requests promptly, provide business-like replies to inquiries and requests, and perform all duties in an orderly manner; and take great pride in your work and enjoy doing your very best.

1.3 The Company Name and Marks

Using Our Name/Marks

All use of the Company (including any subsidiaries or affiliates) name, or any trade names, trademark marks or service marks, should be consistent with the other policies outlined in this Handbook as well as with the Company's overall mission, vision and values. Contact the Human Resources Department with any questions regarding use of the Company's name and marks.

Media and Press Requests

To ensure that any information provided to the public about the Company is acceptable and accurate, the President or Human Resources team are responsible for managing all interviews, inquiries, and other communications with any member of the media or press. If you are contacted or approached by the media or press for any reason, you should refer them to any of these individuals.

Responding to Questionnaires and Surveys

From time to time, you may receive a questionnaire or be asked to participate in a business- related survey. You are being asked to speak on behalf of the Company, although it will probably not be worded this way. To avoid any misrepresentations and to protect sensitive information, all surveys or questionnaires should be forwarded to the President or Human Resources team for proper review and response.

1.3 Diversity in the Workplace

We are determined to make the Company an “Employer of Choice”. To do this, we strive to nurture and maintain an inclusive culture that not only understands and values, but embraces, the diversity of our employees, customers, markets and communities.

We encourage, recognize and reward people who both work together as a team and focus on the priorities of the team, the Company, and the individual.

1.4 Compliance with Employment Laws

It is the policy of the Company to abide by all Federal, State and local laws, rules, regulations, and ordinances applicable to us, and to have all our employees do the same.

Chapter 2 - Employment

2.1 Equal Employment Opportunity (EEO) Policy Statement

The Company is an Equal Opportunity Employer and provides **equal employment opportunity** (as per **NYC Executive Orders No 50 & 94**) for all employees and applicants for employment without unlawful discrimination as to age, alienage or citizenship status, arrest or conviction record, caregiver, color, credit history, disability, gender, gender identity, marital or partnership status, national origin, pregnancy, race, religion/creed, sexual orientation, unemployment status or status as victim of domestic violence, sexual violence, or stalking in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

This policy is respected at all levels of management and applies to all policies and procedures relating to all terms and conditions of employment including recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, and employment activities.

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

Appropriate disciplinary action up to and including termination may be taken against any employee willfully violating this policy.

2.2 Work Rules, Generally

You are required to follow all work rules and Company policies at all times. You are expected to perform all work in a timely and responsible manner. You are expected to meet all performance standards and guidelines.

For any violation of work rules or Company policy, or for other misconduct, the Company may, in its discretion, issue a verbal or written warning, impose a suspension, impose other disciplinary action, or immediately terminate the employee. Nothing in this section changes the employment-at-will relationship described in the Introduction to the Manual. The Company reserves the right to impose any discipline it deems appropriate at any time. Employees should have no expectation of progressive discipline.

It is impossible to develop a set of rules that would meet every possible situation that could arise. All employees should be aware that there are certain actions which may result in discipline, up to and including termination. In order, to avoid such a severe consequence, follow simple commonsense guidelines and avoid conduct such as, but not limited to, the following:

1. Providing false information to obtain employment and/or falsifying personnel or any other employee records.
2. Filling out time sheets of another employee or having another employee filling out your time sheet.
3. Falsification of expense records.
4. Excessive absenteeism.
5. Removal of Company property from the Company's premises without authorization.
6. Theft or dishonesty.
7. Misusing, destroying or damaging Company property or the property of any employee or customer.
8. Engaging in disobedience or insubordination.
9. Fighting or any other disorderly conduct including horseplay, threatening, intimidating or interfering with other employees in the performance of their work; intentionally distracting other employees; using obscene or abusive language to employees, customers, or vendors.
10. Working while impaired by any substance or being under the influence of alcohol or a controlled or mind-altering substance while at work or while driving a Company vehicle.
11. The possession in the workplace of and/or distributing obscene or pornographic materials.
12. Creation of or contributing to unsanitary conditions or poor housekeeping.
13. Distributing, posting, defacing or removing literature of any kind in work areas.
14. Sleeping while on Company time.
15. Violating any safety policy.
16. Leaving your assigned work area during work time without permission.

17. Smoking on any customer's premises, even if the customer approves of smoking; or smoking while on Company time, except in designated areas.
18. Violating any of the policies in this Handbook.

2.3 Employment Process

The Company believes that all persons are entitled to equal employment opportunities provided they meet the established qualifications commensurate with the job responsibilities.

The Human Resources Department advertises and uses appropriate community resources to gain assistance in recruitment. Resumes are collected and reviewed, interviews are conducted, and the most qualified candidate is selected.

Prior to employment of an applicant, reference checks, educational background checks as well as confirmation of licensure/registration/certification (where applicable) will be conducted.

An offer of employment, salary, or establishment of start date are conditional pending receipt of all applicable paperwork and signed documents such as an offer letter and Non-Disclosure Agreement, where required, from the candidate.

2.4 Employment at Will

This Handbook is not a contract of employment. Your employment with the Company has no specified term or length; both you and the Company have the right to terminate your employment at any time, with or without notice and with or without cause.

This is called "employment at will." Only the CEO of the Company (or his/her designee) may alter your at-will status or enter into an agreement in writing for employment for a specified period of time.

2.5 Anti-Nepotism Policy

We welcome your referral of friends and relatives in consideration for employment under our usual hiring policies. However, we need to avoid situations that create actual or perceived conflicts, such as favoritism or personal conflicts, or potential security risks.

We consider the following people to be "related" to you:

- family members to include, parents, siblings, spouse, children, and domestic partner; significant others or roommates; and
- any individual whose relationship to you could be perceived as causing a conflict of interest.

Members of your immediate family or other 'related' individuals as defined above will be considered for employment based on their qualifications. These individuals may not be hired, if it:

- (1) Creates a direct or indirect manager/subordinate relationship with a 'related' person;
- (2) Puts an individual in a position to affect the terms and conditions of employment of the other, such as through the approval of leave or accommodation requests, wage increases, promotions, disciplinary decisions, or retention;
- (3) Places one of the individuals in a Leadership Role (Director, VP, Officer, Board Member, or Advisor; or
- (4) Creates either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when you are assigned, transferred, or promoted. Employees who become immediate family members or establish a romantic relationship may continue employment if it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Company to which one of the employees will transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot decide, the Company will decide in its sole discretion who will remain employed.

Employees who are potentially subject to violation of this policy, they must immediately disclose the potential violation to the Human Resources Department.

2.6 Employment Classifications and Jobs

In accordance with the Federal Fair Labor Standards Act, ("FLSA"), the Company has two classifications of employment:

Exempt Employees are classified as such if their job duties are exempt from the overtime provisions of the applicable Federal and State wage and hour laws. Exempt employees are not eligible for overtime pay. In specific instances, some exempt employees may be offered overtime pay for working extra shifts with President approval.

Non-exempt Employees do not meet the exemption tests of the applicable Federal or State wage and hour laws, and are, consequently, eligible for overtime pay.

Based on the conditions of employment, employees fall into the following categories:

Regular Full-time Employees are regularly scheduled to work a minimum of 30 hours a week and are eligible for certain benefits such as health & welfare, 401(k), PTO and all statutory benefits ((i.e. Social Security, Workers' Compensation, and Unemployment Insurance).

Regular Part-time Employees working a maximum of 29 hours each week get paid for the hours worked and are eligible for statutory benefits only (i.e. Social Security, Workers' Compensation, and Unemployment Insurance). They are not eligible for the Company's benefit package to the extent consistent with the benefit plans.

Temporary Employees are hired for a specified project or time frame.

Independent Contractors/Consultants may be used from time to time to work on specific assignments. Independent contractors/consultants are not considered employees of the Company and are not eligible for the Company's benefit package.

Interns and Coops are hired for a specified project or time frame.

Safe Harbor Policy for Exempt Employees - Exempt employees receive a salary which is intended to compensate for all hours worked for the Company. This salary will be established at the time of hire. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed. Under Federal and State law, employees' salary is subject to certain deductions. For example, absent contrary State law requirements, an employee's salary can be reduced for the following reasons: full day absences for personal reasons; full day absences for sickness or disability; full day disciplinary suspensions for infractions of our written policies and procedures; to offset amounts received as payment for jury and witness fees or military pay; and the first or last week of employment in the event an employee works less than a full week.

Exempt employees' salary may also be reduced for deductions such as their portion of health insurance, State, Federal or local taxes, social security, or voluntary contributions to a 401(k).

In any work week in which an exempt employee performed any work, his or her salary will not be reduced for any of the following reasons: partial day absences for personal reasons, sickness or disability; or because the location is closed on a scheduled work day; absences for jury duty, attendance as a witness, or military leave; and any other deductions prohibited by State or Federal law. However, it is not an improper deduction to reduce an employee's accrued PTO for full or partial day absences for personal reasons, sickness or disability.

Exempt employees who believe they have been subject to any improper deductions should immediately report the matter to their immediate manager. If that individual is unavailable or an employee believes it would be inappropriate to contact that person (or if a prompt and fully acceptable reply is not received), the employee should immediately contact a representative of the Human Resources Department.

Every report will be fully investigated, and corrective action will be taken where appropriate, including, but not limited to, suspension and termination for any employee(s) who violates this policy. In addition, the Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in our investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, including, but not limited to, suspension and termination.

2.7 Transfers and Promotions

Each employee requesting a transfer will be considered for the new position along with all other applicants. Each transfer is judged on an individual basis, depending on the needs of both departments involved. Employees who wish to apply for a transfer should discuss it first with their manager to determine skill fit. If you fit the basic criteria for the position, the Human Resources Department will arrange to set up the interview with the Hiring Manager and with current manager's approval. All final decisions regarding transfers will be made by the appropriate managers in conjunction with the Human Resources Department.

2.8 Training

Professionals may receive advanced certificate credits beneficial to their professional careers. Additional training opportunities, seminars for professional development, and other continuing education units (CEUs) must be submitted and approved in advance by your President/Vice President and the Human Resources team if the Company is expected to pay for the seminar fees.

Successful completion of Company-sponsored training and mandated annual recurrent training are conditions for employment. In addition, all employees requiring licensure must maintain current and good-standing credentialing, throughout the term of their employment, through the appropriate governing body as required by the Company.

For more information on Training, see [Chapter 6](#).

2.9 Non-Discrimination and Anti-Harassment

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

It is the policy of the Company to ensure equal employment opportunity without discrimination or harassment based on race, color, national origin, religion, sex, age, disability, alien status or citizenship status, familial status, creed, genetic disposition or carrier status, sexual orientation or any other characteristic protected by applicable Federal, State or local law. The Company prohibits and will not tolerate any such discrimination or harassment.

Definitions of Harassment

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

Sexual harassment may include a range of subtle or not so subtle behaviors and may involve individuals of the same or differing gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendos; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual activity or language that is severe or pervasive and directed to employees of one gender.

The Company provides mandatory sexual harassment training for all employees on an annual basis.

Harassment based on any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, alien status or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation, or any other characteristic protected by applicable Federal, State or local law.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping, threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material, transmitting sexually suggestive, derogatory or offensive materials via Company computers or accessing such information on the internet that denigrates or shows hostility or aversion toward an individual or group including through e-mail.

Retaliation Is Prohibited

The Company prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim or harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action including, but not limited to, suspension and termination.

Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a manager, visitors, professional appointees, or by someone not directly connected to the Company such as an outside vendor, consultant or customer.

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

Reporting an Incident of Harassment, Discrimination or Retaliation

The Company strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. You may file a complaint with your immediate manager. This includes conduct, as described above, by any manager, any management official, any employee, professional

appointee, or by any other individual in or in connection with the Company. However, you should not feel obligated to file your complaints with your immediate manager first before bringing the matter to the attention of a member of the Human Resources Team. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued. In addition to this, if you observe an act of perceived sexual harassment to another employee or third party, you are obligated to report this to the Human Resources team. To anonymously report any incident of harassment, discrimination, retaliation, or any ethics violation, please leave a message at the following number which is monitored by the VP of Human Resources: 1-877-472-3804

The Investigation

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

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action; it should be noted that confidentiality cannot be guaranteed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of promotion or pay increase, including, but not limited to, suspension and termination, as the Company believes appropriate under the circumstances.

Individuals who have questions or concerns about these policies should speak with a representative of the Human Resources Department.

2.10 Americans with Disabilities Act and the ADA Amendments Act Policy Statement

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and the ADA Amendments Act of 2008 not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA and the ADA Amendments Act of 2008, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company and such accommodation permits the employee to perform the essential functions of their job.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resources Team. The Company encourages individuals with disabilities to come forward and request a reasonable accommodation.

The Company prohibits coercing, threatening, or retaliating against the disabled or those attempting to aid people with disabilities in asserting their rights under the ADA. The Company reaffirms its commitment to ensure opportunities are available for persons with disabilities.

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

The Company will inform the employee of its decision on the accommodation request or on how the accommodation will be made. If the accommodation request is denied, the employee will be advised of his or

her right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final. An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Human Resources Department.

This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and the ADA Amendments Act of 2008 and all other applicable Federal, State, and local laws.

2.11 Getting Paid

The company runs a weekly payroll with the pay date regularly scheduled every Thursday. Our pay period runs from Monday through Sunday paid one week in arrears. If your pay date falls on a bank holiday, it will be moved up to the last working day before that holiday.

Timekeeping

Federal and State laws require the Company to keep an accurate record of time worked to calculate your pay and benefits. The Company will also use your time record to track attendance and punctuality. Time worked is all the time you spend on the job performing assigned duties. It does not include lunch or 'other' break time.

Full-time and part-time employees must notify their manager when taking PTO. Failure to do so may subject you to disciplinary action, including, but not limited to, suspension and termination.

Reporting Overtime

To meet the needs of our customers and business, you may occasionally need to work overtime. If you are in a non-exempt position, you must report all hours worked. Non-exempt employees will be paid for hours worked over forty (40) during the week or weekends or holidays. This pay includes base pay, premium pay and other monies earned during the week. Overtime is calculated at one-and-one-half times regular rate of pay. Overtime must be approved in advance by your manager prior to working the overtime hours. If work circumstances do not permit obtaining advance approval, the manager or department director must be notified as soon as possible of the overtime hours worked and informed of the situation that required the overtime. Compensatory time off for hours worked in a different week will not be approved under any circumstances and is a violation of the Fair Labor Standards Act. Employees who continually do not follow the appropriate approval process for overtime may be subject to disciplinary action, including, but not limited to, suspension and discharge.

In specific instances, some exempt employees may be offered overtime pay for working extra shifts with President pre-approval.

Training hours are included when calculating overtime regardless of whether training occurred within or outside the employee's regular work hours/schedule. For example, if a non-exempt employee attends training for 20 hours in a week and works for 25 hours during that same week, the employee is eligible for 5 hours of overtime pay.

If an you travel out of town for training, on a weekend, you will be given the Friday before as a day off.

You are expected to take a meal break and only under rare circumstances, with the approval of the manager, will you be allowed to work through a meal break. Non-exempt full-time and part-time employees who cannot take a meal break due to work and work through the scheduled meal break will be paid for this time and may result in overtime if the total hours worked in the work week are more than forty hours.

Social Security

You are covered by the Federal Social Security Act. A required percentage of your salary or wage must be deducted from your paycheck to pay the employee's portion of the protection, and the Company must match your deduction, dollar for dollar as required by law.

2.12 State Unemployment Insurance

This program provides weekly benefits if you become unemployed due to circumstances described in the law. This program is funded by payroll tax paid by the Company based on your earnings.

If you leave the Company and are unable to receive other employment, you may be entitled to unemployment benefits. Under such conditions, you are requested to comply with your local unemployment office.

2.13 Garnishments

The Company will honor only those garnishments, levies, liens and other deductions which are issued by or on behalf of a government entity.

Chapter 3 - Your Benefits

3.1 Disclaimer

The Company has established a variety of employee benefit programs designed to assist you and your eligible dependents in obtaining health care, alleviating the financial burdens that can result from illness and disability, and to help you plan for retirement. This portion of the Handbook contains a general description of the benefits to which you may be entitled as an employee of the Company. Please understand that this explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official documents. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note, nothing contained in the benefit plans described shall be construed as, or create, a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose.

The Company reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all the provisions of the benefit plans described herein. Further, the Company reserves the exclusive right, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more information regarding any of your benefit programs, please refer to the Summary Plan Descriptions (SPDs) available through your Human Resources Department.

3.2 Medical Insurance

The Company offers full-time employees and part-time employees working 30 hours or more and their eligible dependents medical coverage. At the end of each Plan year, during open enrollment, you are free to change your medical elections for the following year regardless of a change in family status.

If you have a qualifying event during the plan year, you may be eligible to make changes to your elections and must complete those changes within thirty days of the effective date of the qualifying event. Examples of a qualifying event include birth or adoption of a child, death, marriage or divorce, access to or loss of other coverage. For a complete listing of qualified events, please refer to the Benefits Booklet posted on the Intranet. The Benefits Manager can assist you in making the necessary arrangements for changes due to a qualifying event or during open enrollment.

The Company offers three medical plan options, A PPO plan (buy-up), an EPO plan (core plan) and a Consumer Driven Health plan with an HSA option. Each medical plan offers 100% paid preventative care and offers prescription coverage. Each plan is unique in design and you should elect the plan that best fits you and your family. Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.3 Dental Insurance

The Company offers full-time employees and part-time employees working 30 hours or more and their eligible dependents dental coverage. The Company offers employees two dental plans. Under the DHMO plan many in-network services are not subject to a deductible and simply require a co-payment. Out of network services are available, in the PPO buy-up plan, and some services may be subject to a deductible and co-insurance payments. Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.4 Vision Insurance

The Company offers full-time employees and part-time employees working 30 hours or more and their eligible dependents vision coverage. When visiting a participating provider, eye exams are covered once every 12 months and frames are covered once every 24 months with a co-pay. Lenses and contact lenses are also covered once every 12 months with a co-pay. When visiting a non-participating provider, you will be reimbursed for eye exams, frames, lenses and contact lenses up to a maximum allowance. Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.5 Group Life Insurance/Supplemental Life Insurance

The Company offers full-time employees a company-paid basic group term life insurance policy along with accidental death and dismemberment. You can also purchase additional life insurance for yourself, spouse or children as detailed in the Benefits Booklet. Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.6 Company 401(k) Plan and Profit Sharing

The Company offers a voluntary pre-tax salary reduction plan. Newly hired employees over the age of 21 are automatically enrolled in the 401(k) Plan at 3% after 90 days of service. You may change your election and investment options at any time, but it is recommended no more than once a month.

The Roth 401(k) and Roth In-Plan Conversion are two new options to provide an alternative to diversify your retirement savings strategy. Contributions made to Roth 401(k) are made with post-tax dollars and grow tax free up to retirement age. Roth 401(k) contributions are not taxed when withdrawals made in retirement align

to IRS regulations for Roth deferrals. The Roth in-Plan conversion allows you to transfer already deferred pre-tax 401(k) funds into a designated Roth account

The Plan also provides an auto increase that will automatically increase contributions by 1% for all active participants. The 1% increase will occur on July 1st of each plan year and will continue until the individual's contribution reaches 10%. Participants can decline to participate in this program or opt to set their own Auto increase rate and effective date. For those contributing more than 10% this program will not impact their contributions.

At the discretion of the Company, the Company may elect to make a Profit-sharing contribution to your 401(k) Plan each year based on the profitability of the Company.

Details of the Plan will be provided by the 401(k) administrator when you become eligible. For additional information and support, please contact the Human Resources Department.

3.7 Short Term Disability

The Company offers full-time and part-time employees working 30 hours or more a company paid Short-Term Disability ("STD") Plan. You are eligible for STD on the first of the month following your date of hire. STD benefits begin after 7 consecutive days of disability due to either illness or a non-work-related injury. The Company's Short-Term Disability Plan is a benefit that provides 60% of your weekly wages to a maximum of \$1,000 per week. Benefits begin on the 8th calendar day of disability and continue for related absences up to a maximum of 26 weeks, except where required otherwise by State law. If you return to work and the disability recurs within 15 days (except in New York State, where it is 90 days), you do not have to wait the 7 days, disability benefits will begin immediately. Short-term disability benefits are a monetary benefit only and not a leave of absence.

A short-term disability claim form, which can be obtained from the Human Resources Department, must be filed with the insurance company within 30 days after becoming disabled. A short-term disability leave must be certified by a physician or a licensed health care professional identifying the nature of the disability and stating or estimating the date when you will be able to return to work. The Short-term disability claim must also be approved by the leave administrator. If you cannot return on that date, another statement from a physician or licensed health care professional, with a new return date, will be required. You will not be able to return to work without submitting to the Human Resources Department a note from a physician or licensed health care professional authorizing your return. The Company reserves the right to confirm the necessity for a disability leave by requiring you to receive a second or third opinion by a doctor of the Company's choice. The Company will assume any cost for additional examinations that are not paid by the insurance carrier.

The Company will attempt to return an employee who is returning from a short-term disability leave to the same or similar job, at the same salary that they held prior to the leave. Under some circumstances a permanent position at the same or equivalent level is not available; or if you choose not to return to work, you will be terminated. If you do not return from a short-term disability leave, the termination date is the last day that you were authorized to return or the date you notify your manager that you are not returning, whichever is sooner. Such employees may be considered for reemployment. An employee who returns to work following a short-term disability will be considered as having continuous service. Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.8 Long Term Disability

The Company offers full-time employees and part-time employees working 30 hours or more a company-paid Long-Term Disability ("LTD") Plan. You are eligible for LTD on the first of the month following your date of hire. You must be "actively at work" with your employer on the day your coverage takes effect. LTD benefits will begin after 26 weeks or 190 days of STD. The plan provides for monthly LTD benefits of 60% of basic monthly earnings to a maximum benefit of \$6,000 a month. Taxes are deducted when you receive the LTD benefits.

You must be under the regular care of a physician to continue receiving benefits. LTD benefits are a monetary benefit only and not a leave of absence.

Benefit Duration and Limitations

Your benefit duration may be reduced once you reach a certain age. If you become disabled prior to age 63, benefits may continue for as long as you remain disabled or until the greater of your Social Security normal retirement age or 3.5 years. If your disability occurs at age 63 or above, the number of payments will be reduced.

Mental Illness, Alcoholism and Substance Abuse

You can receive benefit payments for long-term disabilities resulting from mental illness, alcoholism and substance abuse for a total of 24 months for all disability periods during your lifetime. Any period of time that you are confined in a hospital or other facility licensed to provide medical care for mental illness, alcoholism and substance abuse does not count toward the 24 months lifetime limit.

Exclusions

You cannot receive employer paid disability insurance benefit payments that are caused or contributed to by:

- war or act of war
- the commission of, or attempt to commit a felony
- an intentionally self-inflicted injury
- any case where you are engaged in an illegal occupation was a contributing cause to your disability.

Pre-existing Conditions

The Long-Term disability policy limits the benefits you can receive for pre-existing conditions. In general, if you receive care for a condition in the 3 months before the effective date of your coverage you will not be covered for a disability due to that condition until you have been continuously insured under the policy for 12 consecutive months.

Details of the Plan are provided in the Benefits Booklet provided to you when you are hired. For a copy of the Benefits booklet, additional information, and support, please contact the Human Resource Department.

3.9 New York Paid Family Leave (NYPFL) (Applicable to employees working in New York State only)

New York Paid Family leave will provide New York employees job protected, paid leave to bond with a new baby, care for a loved one with a serious health condition or help relieve family pressures when someone is called to active military duty.

New York employees working 20 or more hours per week are eligible after 26 weeks of employment. New York employees working less than 20 hours per week are eligible after 175 days worked. If the leave is foreseeable, employees must provide the employer 30 days' notice. If the leave is unforeseeable, the employee must notify the employer as soon as possible.

NYPFL will phase in over the next 4 years. In 2018, employees will be eligible for 8 weeks of leave and receive a benefit of 50% of average weekly wage to a maximum of 50% statewide average weekly wage or \$653/week maximum. Below is the schedule of benefits for the next 3 years:

- 2019 - 10 weeks of leave and a benefit of 55% of average weekly wage to a maximum of 55% statewide average weekly wage
- 2020 - 10 weeks of leave and a benefit of 60% of average weekly wage to a maximum of 60% statewide average weekly wage

- 2021 - 12 weeks of leave and a benefit of 67% of average weekly wage to a maximum of 67% statewide average weekly wage

NYPFL benefits will combine with short-term disability taken in the past 52 weeks. Employees cannot take more than 26 weeks between the two benefits combined.

NYPFL is mandated by the state of New York to be employee paid and will require a deduction for the benefit from the employee's weekly pay.

Part-time employees may request a waiver from NYPFL contributions if they meet the following criteria:

- 20 hours or more per week but will not work 26 consecutive weeks;
- work less than 20 hours per week but will not work at least 175 days in a 52-consecutive week period

Please contact the Human Resources Department to request a waiver.

3.10 Lactation

Employees who are nursing are provided with reasonable break time to express breast milk for up to 3 years after the birth of a child. Employees will not be discriminated against or retaliated against for exercising their rights under this policy and reasonable efforts will be made to provide a private room or location near the work area for this purpose.

3.12 Parental Leave

The Company recognizes the importance of supporting you as you balance career, childbirth, adoption, and other family matters. This parental leave policy regards family care concerns as both legitimate and significant. The goal of this policy is to make it more feasible for you to remain in active employment at the Company during the birth of your child, adoption of a child, or placement of a child for adoption.

The Company will give all full-time employees who are giving birth and who are in good standing with the Company, and who have completed one year of service, four (4) weeks of paid leave for recuperating from the medical conditions related to pregnancy and childbirth. This leave runs concurrent with FMLA, STD and NYPFL where applicable. All employees involved in either the birth or adoption of a child (fathers, same and opposite sex domestic partners) can take up to two (2) weeks of paid leave for caring for a newborn or newly adopted child. New York employees may also apply for paid leave under the provisions of the New York Paid Family Leave to bond with a newly born, adopted or fostered child. A claim must be filed with the HR leave administrator and documentation will be required.

You must notify your manager in writing at least 30 days prior to the expected start of their leave. PTO may be used to extend the paid portion of the leave. You should reach out to Human Resources for help with understanding your eligibility for the various leave benefits available. (Please note: Employees who are eligible for disability benefit payments may not concurrently use PTO.)

For other unpaid leaves of absence, please refer to [Chapter 7](#).

3.13 Work-Related Injury/Workers' Compensation

If you become injured or ill on the job, you are required to immediately report the injury to your manager, the Safety Director, and the Human Resources Department. Your manager will complete an incident form. This will ensure that the Company can assist you in obtaining appropriate medical treatment. If you fail to follow this procedure, the appropriate Workers' Compensation form might not be filed. This may jeopardize your right to benefits in connection with the injury or illness. The Company reserves the right to request medical documentation or medical testing on work related injuries for Workers' Compensation purposes. To be

proactive, should an injury or illness occur, please familiarize yourself with the locations of First Aid kits, located throughout the Company facilities. Also, to avoid an injury, please report negligent acts and/or hazardous conditions that could potentially cause an accident, injury, or illness through deliberate and/or reckless workplace behavior to the Safety Director.

Workers' Compensation

To provide for payment of medical expenses and partial salary continuation in the event of a work-related accident or illness, employees are covered by Workers' Compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness and State laws and regulations. In general, however, all medical expenses incurred in connection with a work-related injury or illness are paid in full, and partial salary payments may be provided once the requisite State waiting period has been met.

Employees involved in a work-related injury may be required to submit to post-accident drug testing if you or someone else is injured or there is damage to Company property in an amount estimated to exceed \$500. If a positive result is obtained, you may be disqualified for Workers' Compensation benefits and may be subject to disciplinary action, including, but not limited to, suspension and discharge.

3.14 Bereavement Leave

We know the death of a family member is a time when one wishes to be with family and friends. The Company provides all full-time employees up to three (3) consecutive days of paid time off for the death of an "immediate family member." Immediate family includes a spouse, child (adopted or step-child), grandchild, parent, sibling, grandparent, domestic partner, mother or father-in-law and members of your household.

You may receive one (1) day of paid time off, at the discretion of your manager, to attend the funeral of a friend, business associate or relative beyond your immediate family.

Requests for bereavement leave should be made to your immediate manager at the earliest opportunity. Additional days of bereavement leave may be granted at the discretion of the Company. Upon returning to work, you must record your absence as a Bereavement Leave on your attendance record. Proof of death and relationship to the deceased may be required at the request of the Human Resources Department.

3.15 Witness & Jury Duty

The Company encourages you to fulfill your civic duty to serve as a court witness or on a jury. However, if the dates conflict with business needs, it may be necessary for you to request a postponement. If you are summoned for jury duty, you should notify your manager immediately. To be eligible for jury-duty pay, you must submit a copy of your summons or subpoena to your manager prior to your leave. When you return to work, you must submit certification from the court indicating the actual time you spent on jury duty as proof of attendance.

Employees dismissed from jury duty during regular working hours should contact their manager and schedule their return to work. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

The Company will pay for up to five (5) days of Jury Duty Leave. You must submit court documentation indicating time served to your manager or the Human Resources Department before the company will pay for these days. Any time beyond the five (5) can be taken as accrued PTO days or as unpaid leave if you choose to do so.

3.16 Gym Reimbursement Benefit

Earn \$200 for yourself and \$100 for a Spouse or Domestic Partner, once every 6 months, towards your gym membership. To earn your reward, visit the gym 50 times within a 6-month period and submit the following documentation to Human Resources:

- Proof of visits – signed Gym Reimbursement form or Gym attendance print out
- Gym Reimbursement Expense Report
- Copy of paid monthly membership fees

Chapter 4 - Workplace Conduct

4.1 Dress and Appearance in the Office

Department managers may exercise reasonable discretion to determine appropriateness in employee dress and appearance. If a supervisor or manager decides that your dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and may send the you home to change, and nonexempt employees will not be paid for that time off. Reasonable accommodations will be made where required.

Basic elements for appropriate attire include:

Office-Based Employees - Collared shirts for men, blouses, golf, and polo shirts. Casual slacks, trousers. Casual slip-on or tied dress shoes, dress sandals with heel straps. Athletic shoes and jeans without holes, frays, may be worn if approved by the department manager.

Field Based Employees – Same as office-based employees except for site specific safety required Personal Protective Equipment (PPE) at a minimum will include; hard hat, safety glasses, reflective vest and steel toe work boots. Always check with your site Safety Manager or supervisor for direction on any additional PPE that may be required on the project site.

Appropriate workplace dress **does not include** tight or short pants, tank tops, halter tops, low-cut blouses or sweaters, or any extreme style or fashion in dress, footwear, accessories, fragrances or hair. Examples of inappropriate shirts include shirts with inappropriate slogans, muscle shirts, camouflage, and crop tops. Examples of inappropriate pants include shorts, camouflage, and pants worn below the waist or hip line. Examples of inappropriate footwear include floppy sandals, flip-flops, or hunting boots.

Any personal protective equipment required for a position is considered part of the dress code and must be in good condition and worn according to equipment guidelines (i.e. laces tied on steel toe shoes). Supervisors and/ or managers will be responsible to ensure personal protective equipment is worn and used properly and if not take corrective action, which may include sending you home to change, nonexempt employees will not be paid for that time off.

In specified circumstances where the Company will be hosting red carpet guests including clients, members of the Advisory Board, all employees will be notified and expected to wear business attire including dress slacks, collared shirts, dresses, suits, and dress shoes. The same corrective action may be taken for employees who do not dress appropriately when notification has been sent for business attire days.

4.2 Conflicts of Interest

We expect you to conduct business according to the highest ethical standards of conduct. You are expected to devote your best efforts to the interests of the Company. Business dealings that appear to create a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to business. However, you must disclose any possible conflicts so that the Company may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever you can influence a decision that may result in personal gain for you or an immediate family member.

If you have any question whether an action or proposed course of conduct would create a conflict of interest, he or she should immediately consult with the Human Resources team.

Although it is not possible to specify every action that might create a conflict of interest, the following sets forth the ones which most frequently present problems:

- accepting gifts or entertainment from competitors, customers, consultants, vendors, suppliers or potential suppliers;
- accepting work from other companies, especially our competitors, vendors, consultants, or business partners, while employed with us;
- engaging in self-employment, without prior approval from the Human Resources team, that is in direct competition with the Company;
- using proprietary or confidential information for personal gain or to the Company's detriment;
- having a direct or indirect financial interest or significant investment in, or relationship with, a competitor, customer, or supplier, without prior approval from the Human Resources team;
- acquiring any interest in property or assets of any kind, for selling or leasing it/them to the Company;
- using Company assets, property or labor for personal use;
- receiving (or having a relative receive) any kickback, bribe, substantial gift, or special consideration because of any transaction or business dealings involving the Company;
- conducting business on behalf of the Company with a competitor, vendor, consultant, or business partner if you or a family member has a personal or financial interest or stake in the other company.

Improper transfer of material or disclosure of information is unacceptable, whether or not you have personally gained by such action.

If you feel that there has been a breach of the Company's Code of Ethics and Business Conduct, please contact the President or the Human Resources team and all information will be handled in a confidential manner to the extent possible.

4.3 Ethics and Foreign Corrupt Practices Act (FCPA)

The Company requires full compliance with the Foreign Corrupt Practices Act (FCPA) and requires the highest of ethical standards in all business transactions. The FCPA prohibits giving anything of value, directly or indirectly, to a foreign official, a foreign political party or party official, or political party candidate in exchange for a business favor or to gain an inappropriate business advantage. The term "anything of value" includes gifts, travel, or other favors greater than nominal value. It is important to note that the requirements of the FCPA apply to all Company employees as well as any agents working on behalf of the Company. The fact that bribery or any related action may be an accepted local practice in a country does not relieve these individuals from conforming to the FCPA.

Due to the complexity of the FCPA, you are encouraged to contact the Human Resources team for further guidance with questions or concerns in this area.

4.4 Work Product Ownership

Company employees must be aware that the Company retains legal ownership of the product of their work. No work product created while employed by the Company can be claimed, construed, or presented as property of the individual, even after employment with the Company has terminated or the relevant project completed. This includes written and electronic documents, audio and visual recordings, system code, and any concepts, ideas, or other intellectual property developed for the Company regardless of whether the intellectual property is used by the Company.

Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (on a resume, in a freelancer's meeting with a prospective customer), you must bear in mind that the information is classified as confidential and must remain so even after you left the Company.

4.5 IT and Security Access Policy

To maintain a proper system of internal controls and segregation of duties, access to data and information systems is granted to users based on their job function and business requirements. New access must be approved by authorized personnel. Periodic reviews of system access are performed to verify users have appropriate access. All external IP connections to the Company's network are protected by a firewall and all vulnerability and network attacks are blocked by a real-time intrusion detection system. Access to external hardware and systems is restricted to the appropriate personnel. Complex password settings are in place to ensure effectiveness of access mechanisms such that all passwords (employee, contractors and temporary workers) must meet certain minimum guidelines to ensure system security. Note: There are some systems that do not comply with the complex password parameters due to system limitations. However, all systems use the most complex settings available per system requirements.

All clients are configured to look for virus definitions updates on a regular basis. The help desk supports PC virus protection for all systems.

Computers and Technology

The Company's information technology systems and the information served by those systems are valuable and vital assets to the Company. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media. The Company's information technology systems and all data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control. The Company has the right to monitor all its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Company's information technology systems.

User Safekeeping of Personal Passwords

System users are issued their own user ID and password. This unique combination provides each user system and application access rights in accordance with their job function. As such, any transaction activity processed under the user ID/password combination is regarded as having been performed by the employee assigned to that user ID/password. Department managers and supervisors must ensure that all users under

their supervision have selected their own password. Commonly shared passwords are not to be used among employees based upon any operational or personal convenience.

System users must protect their passwords from becoming known by others. They will take reasonable measures to ensure that they are protected from disclosure. They are responsible for ensuring that their password be changed if there is any question that their password has been compromised. The employee assigned to the user ID/password is solely responsible for the activity performed when signed on. During orientation of new employees, the importance of maintaining the privacy of passwords will be stressed.

- Passwords will not be written down and kept by user workstations, in manuals or other documentation, alone or in conjunction with user IDs.
- Passwords are not to be shared or made known to anyone else under any circumstances.
- Employees must change their password if they feel that the password has been compromised.
- Employees that feel their password has been compromised should notify their Manager immediately.

System Access

Any employee requiring access to electronic system resources must first secure the approval of a supervisor or a higher-level manager within the organization. Access levels will be granted consistent with the specific job duties of the user. Requests for system access are to be made in writing by the department where the user is assigned.

Supervisors / Managers, via the Helpdesk Ticketing System, shall immediately and directly contact the IT Department to report a change in employee status that requires terminating or modifying employee logon access privileges.

System Administrators, network administrators, and security administrators will have full access to host systems, routers, hubs, and firewalls as required to fulfill the duties of their job. All system administrator passwords will be **Deleted** immediately after any employee who has access to such passwords is terminated or otherwise leaves the employment of the company.

Connecting Devices to the Network

Only authorized devices may be connected to lovino Enterprise's network(s). Authorized devices include PCs and workstations owned by lovino Enterprises and its affiliates. Other authorized devices include network infrastructure devices used for network management and monitoring.

Users shall not attach to the network: computers that are not authorized, owned and/or controlled by lovino Enterprise and its affiliates. Users are specifically prohibited from attaching any digital devices to the company network.

Internet Security

Internet access, including but not limited to Internet email, file transfers and http (browser) is secured through an Internet firewall that blocks unauthorized usage of the company's networks.

Employees shall use the Internet services for lawful business purposes only. Employees may not use the services as follows:

- For any unlawful or criminal purpose.
- To post or transmit information that is obscene, indecent, or pornographic, or of a sexually explicit or graphic nature.

- To intercept, interfere, redirect, or monitor any communications intended for a third party.
- To introduce viruses, worms, or harmful code.
- To post or transmit communications that are defamatory, fraudulent, or deceptive.
- To transmit uninvited communications, data, or information, including but not limited to “chain email”. Chain email is defined as any message sent to one or more people that asks the recipient to forward it to multiple recipients and contains some promise of reward for forwarding it or a threat of punishment for not doing so or a “humorous” comment.
- Access any Internet related email sites such as Hot Mail, AOL, or Yahoo Mail.
- Access any Internet based site where files can be stored by a third party.

Guest Networks will be set up at company facilities to provide access for visitors. Visitors should only be provided with passwords to such guest networks.

Contact Help Desk for IT Support

All employees can use our Help Desk system to open IT related issues. The 2 options available to open a support ticket are telephone and email. Both options are detailed below:

Via Telephone:

Call (516) 488-5888 and press 4 to reach the Help Desk. Phone support can be requested 24 hours a day. Normal business hours are 7:30am – 5:30pm, Monday to Friday and calls will be answered directly by their in-house help desk team. Outside of business hours, calls will be answered by an on-call technician who can escalate the call to other team members based on the severity of the issue.

Via Email:

Send an email to support@tcelect.net with your name, organization name, contact phone number, and a description of the issue.

4.6 Social Media Policy

The Company recognizes that social media can be a highly effective tool for sharing ideas and exchanging information and therefore is committed to using social media to promote the Company's visibility and maintain communications with current and prospective employees, customers, business partners, vendors and suppliers, affiliates and subsidiaries, and the public.

The Company's communications systems and devices should be used for business-related purposes only, and you should not expect any privacy when using such systems and devices for social media purposes. Social media is defined to include any online platforms that facilitate activities such as professional or social networking, the posting of commentary or opinions, and the sharing of pictures, audio, video, or other content. Social media includes personal websites and all types of online communities (for example, Facebook(R), LinkedIn(R), Yelp(R), YouTube(TM), Twitter(TM), blogs, message boards, and chat rooms).

Company sponsored social media web pages

The Company engages in communications with current and prospective employees, customers, business partners, vendors and suppliers, affiliates and subsidiaries, and the public via social media websites where sponsored web pages have been created. Only employees who are designated and authorized by the President or the Chief Information Officer can prepare content, delete, edit, or otherwise modify content on

the Company's sponsored social media web pages. You also consent to the use of your photographic images in company websites and company social media sites.

Employee use of social media for work-related purposes

The Company permits reasonable use of social media at the workplace for work-related purposes, such as for research or to participate in audio conferences or webinars. Employees who use social media for work-related purposes are expected to communicate professionally.

Prohibited Conduct regarding social media

Employees are required to follow local, State and Federal laws as well as the Company's policies. You are forbidden from posting, displaying, emailing or otherwise disseminating comments about the Company employees, customers, or vendors that violate any Company policy, including but not limited to the anti-discrimination and anti-harassment policies and the workplace violence policy. This policy covers all social media sites and other internet pages, whether utilized for work-related purposes or by you for personal purposes.

The Company respects your right to express personal opinions when using personal social media web pages and will not retaliate or discriminate against employees who use social media for political or other lawful purposes. This social media policy will not be interpreted or applied so as to interfere with an employee's Section 7 rights under the National Labor Relations Act to discuss wages, hours or other terms and conditions of employment with other employees, to organize, form, join, or assist a labor organization, to bargain collectively through a representative of their choosing for the purposes of mutual aid or protection, or to refrain from engaging in such activities.

You may use official company communications to report violations of the Company's Social Media Policy to management. Employees who violate the Social Media Policy may be subject to discipline, up to and including termination.

4.7 Cell Phone Policy

While at work, you are expected to exercise the same discretion in using personal cell phones as is expected for the use of company phones. Excessive personal calls during the workday, regardless of the phone used, can interfere with productivity and be distracting to others. Employees who make personal calls in the workplace are still subject to all Company policies, including but not limited to the anti-discrimination and anti-harassment policies.

You are prohibited from using your phones while driving on company business, except for the use of a handsfree device and limited purpose of using the phone as a GPS for driving directions. Texting while driving is prohibited. If you must take a call or text, pull over to a safe place before taking the call or texting.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions. You may be disciplined as well, up to and including termination.

4.8 Personal Information and Property

Personnel Records and Personal Information

The Company maintains a personnel file for each employee. This file is started on your date of hire and contains information relevant to your employment with the Company.

Updating your personal information in a timely manner ensures that you receive Company communications, updates to policies, have appropriate information on timing of benefit plan changes and enrollment information

and are accessible during emergencies.

To ensure that all information in your file remains up-to-date, you are required to notify the Company of any changes in home address, telephone numbers, marital status, emergency contact information, etc. Contact the Human Resources Department for changes to beneficiaries.

Information contained in your personnel file is strictly confidential and improper disclosure is prohibited.

Your Property

The Company is not liable for loss, damage or theft of personal property on our premises or while on Company business. For your own protection, don't leave personal property at work and don't leave personal items – such as your purse, briefcase or wallet – unattended while you are at work.

4.9 Professionalism

The Company strives to be known as an organization where employees enjoy their work environment while creating extraordinary results. Also, we would like our offices to be a place where open communication occurs comfortably across all levels of the organization.

The Company's goal is to maintain an atmosphere of consistency, fairness, and respect for all individual's rights – in other words, a professional and productive work environment for every employee.

You are expected to make sure your behavior is consistent with the standards of professionalism outlined in this Handbook.

4.10 Solicitation and Distribution

In the interest of maintaining a proper business environment that avoids disruptions and protects employees from harassment and interference with their work, except for authorized Company-sponsored activities, employees may not solicit or distribute literature or information to other employees, customers or visitors on behalf of any cause or organization during work time or in any work area. "Work time" includes the time during which work is expected to be performed by either the employee soliciting, or an employee being solicited. It does not include common lunch periods, mutual break times or any other periods when both employees are not on duty.

Non-employees are not permitted on Company grounds to solicit or distribute information or literature on behalf of any cause or organization. Any visitor desiring to do business with the Company must be given permission by the appropriate departmental manager to visit the location to conduct business.

Any violations of this policy should be reported to your manager or the Human Resources Department.

Bulletin Boards maintained by the Company are to be used only for posting or distributing material of the following nature:

- notices containing matters directly concerning Company business;
- announcements of a business nature which are equally applicable and of interest to employees;
- Federal, State or Local Government mandated posters.

The bulletin board is for administrative purposes only. You may not post or remove any information.

All posted material must have authorization and you are expected to check these bulletin boards periodically for new and/or updated information.

4.11 Violence-Free Workplace

Workplace violence is defined as an action, whether verbal, physical or written, which is intended to threaten, including implied threats, cause or can cause death or serious bodily or psychological injury to oneself or others or damage to property. One of our overriding concerns at the Company is that employees and applicants, customers, visitors, professional appointees or other individuals who conduct business with the Company are provided with a safe, business-like work environment. Under no circumstances will we tolerate physical violence or threatening behavior in the workplace, on Company premises or at work-related functions. We have a zero-tolerance policy for violence of any kind.

Workplace violence includes but is not limited to:

- intimidation;
- threats of violence;
- destruction of property;
- physical or psychological injury to a person;
- threats of suicide;
- domestic violence;
- gang activity;
- profane or abusive language;
- threats or insinuations of “getting even”;
- physical aggression, whether it’s demonstrated or threatened;
- dangerous pranks or practical jokes;
- horseplay;
- fighting; or assault

Possessing firearms and other weapons on Company premises is dangerous to employees and, except as indicated below, is strictly prohibited. You may not bring a weapon to the workplace.

For purposes of this policy, a “weapon” means any item which could be used for inflicting or threatening bodily injury, which may include items that are legal to own. You are not permitted to have these items at work or while you are conducting business on behalf of the Company.

Procedures for Reporting a Threat

Threats may surface without warning. Knowing what to do and who to call is an integral element necessary to maintain a safe and secure work environment. Any employee subjected to a threat by co-workers or any individual who has been subjected to, who has observed or who has knowledge of a violation of this policy should immediately report it to his/her manager, and the Human Resources Department. If you feel your life is in danger or threatened in any way while at work, dial 911 on the nearest telephone immediately.

If an investigation confirms that threat of a violent act or violence itself has occurred, the Company will take swift and appropriate disciplinary action, including, but not limited to, suspension and discharge. Any employee who is determined to have engaged in conduct which constitutes a violation of this policy or to have knowingly and willfully made a false report of threats or violence or to have retaliated against a complainant or witness will be subject to disciplinary action, including, but not limited to, suspension and discharge.

Personal Situations

Sometimes employees may experience personal situations that could adversely affect the workplace. Contact your manager and the Human Resources Department for any of the following situations:

- there have been incidents of domestic violence or threats against an employee where there’s a

- possibility that the other party will seek out the employee at work;
- an employee has obtained a restraining order naming his or her workplace as a restricted area;
- an employee is receiving threatening or harassing telephone calls or e-mails at work; or
- an employee is the target of unwanted pursuit by someone who has been seen at or near the workplace.

The confidentiality of reports and the privacy of individuals will be respected to the maximum extent possible, however, the investigation process and security planning may require involvement of others; as such appropriate individuals will be notified.

Suspicious Packages

If you receive a suspicious package in the mail, **do not open it**. Immediately contact your manager for instructions.

4.12 Drug and Alcohol-Free Workplace

Manufacturing, distributing, dispensing, possessing, or use of any illegal drug, alcohol, or controlled substance or unauthorized use or abuse of prescribed drugs while on Company premises is strictly prohibited. These activities constitute serious violations of Company rules, jeopardize the Company and can create situations that are unsafe or that substantially interfere with job performance.

Additionally, the Company reserves the right to require an employee to undergo a medical evaluation under circumstances of reasonable suspicion. If you have reason to believe alcohol or drug abuse is interfering with an employee's performance, contact the Human Resources Department immediately.

You will be subject to disciplinary action, including, but not limited to, suspension and termination, if while on Company property, or while conducting Company business, you misuse or abuse non-prescribed drugs or alcohol, and use, sell or have unauthorized or illegal possession of non-prescribed drugs or alcohol, or refuse to submit to an alcohol or drug test to be conducted under this policy according to appropriate local laws, or refuse to permit inspection or search of personal property when requested to do so by the President or the Human Resources Department.

Reasonable Suspicion

Where there are reasonable grounds to believe that an you are under the influence of any substance referenced in this policy, you will be required to submit to and successfully pass a drug and/or alcohol test authorized by the Human Resources Department subject to applicable law.

A 'reasonable' suspicion for purposes of this policy may be based upon such circumstances as physical symptoms or manifestations of being under the influence of drugs or alcohol or direct observation of drug or alcohol use while at work or on duty; a reliable, credible and independently corroborated report of drug and alcohol abuse while at work or on duty; evidence that an individual has tampered with an alcohol or drug test during his or her employment with the Company; or evidence that you are involved in the use, possession, sale, solicitation or transfer of drugs while on duty or on the Company premises.

Post-Accident

The Company may also require an you to undergo drug and/or alcohol testing if you are involved in or engage in conduct which results in or causes an accident causing personal injury to oneself or another, or which causes damage to property of the Company when there is reasonable suspicion under appropriate local law. An employee who is injured and cannot provide a specimen at the time of the accident will be required to provide the necessary authorization for obtaining hospital reports and other documents that would indicate whether there were any controlled substances or alcohol in his/her system.

Post Rehabilitation Testing

When an employee returns to work after the employee has received a confirmed positive test for drugs or alcohol following participation in an approved drug or alcohol dependency treatment program, the Company may require the employee to undergo drug or alcohol testing subject to applicable law.

Refusal

Any employee who refuses to submit to a drug and/or alcohol test, and/or willfully withholds a specimen for testing and/or attempts to tamper with a test specimen, will be subject to disciplinary action including, but not limited to, suspension and termination.

Confidentiality of Records

All drug testing records and documents generated because of this policy are confidential and the property of the Company. All drug testing records will be maintained and used in compliance with the applicable State and/or Federal law. Upon request of the employee tested, drug test records will be made available to the employee for inspection and copying.

Confirmed Positive Test Result

Tests with positive results can be confirmed with secondary tests under the applicable Federal or State guidelines. An employee who is the subject of review regarding possible violation of this policy may be placed on suspension at the discretion of the Company President and the Human Resources Department without pay pending full review of the matter. If such a review results in a finding of no violation of this policy, the employee will be returned to work and made whole for lost wages and benefits during the suspension.

A positive drug test result will result in disciplinary action including, but not limited to, suspension and termination. An employee with a positive test result may appeal such finding or resulting discipline through the Problem-Resolution Procedure/Resolving Employee's Problems/Questions outlined in detail later in this Handbook.

Right to Information

An applicant or employee has the right to obtain all information and records related to that individual's testing. Any request for such information or records should be directed to the Human Resources Department.

Treatment and Other Assistance

An employee will be permitted to take a leave of absence to undergo treatment for an approved program of alcohol or drug use. The leave of absence must be requested in writing prior to the commission of any act subject to disciplinary action.

The leave of absence will be granted on a one-time basis. While on such leave, benefits will continue as they would under a medical leave.

An employee requesting to return to work from a leave of absence for drug or alcohol abuse will be required to submit to and pass a drug and/or alcohol test. Failure to do so will subject the employee to immediate termination. An employee will also be required to sign a return to work agreement that provides for post-rehabilitation testing, and other reasonable conditions that the Company may impose.

The cost of any such treatment program will be the responsibility of the employee unless covered by the group medical plan.

Criminal Drug Statute Conviction

An employee convicted of a violation of a Federal or State drug statute, including a plea of guilty or no contest, for an occurrence on or off Company premises is subject within five (5) days of the Company learning of the conviction or plea, to disciplinary action including, but not limited to, suspension and discharge. An employee failing to notify his/her immediate manager within five (5) days of a criminal drug conviction will be subject to disciplinary action, including, but not limited to, suspension and discharge.

Chapter 5 - Performance and Problem-Solving

5.1 Performance Management Process

Performance management is a key aspect of our overall culture – it's a tool that provides you with the opportunity to display accountability, trustworthiness, and integrity. Performance management can help us outperform the competition, develop a stronger company culture, shift upward the performance curve and help you reach your potential. The Company also aims to provide you with feedback that is frequent, honest and useful for career planning purposes.

Company employees and managers participate together in the performance management process.

Performance Reviews

The main purpose of the performance review is to provide you feedback about how you are doing, and to suggest ways to continuously improve your performance. This is accomplished through communication between you and your manager about:

- job requirements and standards;
- goals
- working relationships;
- future expectations;
- any work-related problems or issues
- ways to improve your performance

Your performance review may also have an impact on compensation decisions as well as other decisions about future job placement.

Our performance management process is designed to:

- Align your *individual* performance to *company* performance by communicating expectations and setting goals
- Engage you and your manager in continuous performance feedback/dialogue
- Support your ongoing development

The annual performance management process includes:

Goal Setting

Goal Setting officially occurs in January each year and all goals are entered into our Learning Management System. Goals can be created and edited at any time during the performance year after a discussion with your manager.

- Eligible Employees:
All employees set goals except for support staff. At discretion of manager, project-based employees

can use either goal setting or project evaluations. Temps/contractors do not participate in goal setting or the performance management process.

- **New Hires:**
New hires enter their goals into the system within the first 30 days of employment. New hires can have their goals assigned to them in the system by their manager or manually created.

Ongoing performance feedback

Continuous performance feedback allows for managers to capture and share performance feedback throughout the year. By utilizing our system, managers can share feedback and/or capture feedback and save it for reference at the year-end review. Managers can also request feedback from others.

Mid-Year Discussion

Mid-Year Discussions occur between June and July of the performance year.

- **Eligible Employees:**
All active, full-time and part-time employees as of April 30th, will receive a Mid-Year Discussion. New hires on or after May 1st, will not receive a Mid-Year Discussion. Consultants and union employees may be eligible to participate with request and approval of business executives.

Year-End Review

The Year-End Review process includes the following steps:

- Self-Review
 - Manager Review (*including secondary manager feedback*)
 - 3rd Party Approvals where applicable (usually executive level)
 - HR Compliance and Rating Distribution Review
 - Manager-Employee Discussion
 - Manager and Employee Sign-Off
- **Eligible Employees:**
All full-time and part-time employees hired on or before **September 30** of the performance year, will receive a Year-End Review. New hires on or after October 1 of the performance year will not receive a Year-End Review. Consultants and union employees may be eligible to participate with request and approval of business executives.

For additional information regarding our performance management process, please visit our performance management section on the company intranet or contact your direct manager.

5.2 Performance Counseling and Corrective Action

There will be times when an employee, for any number of reasons, may not be meeting the high expectations of his or her position. When that is the situation we will likely provide feedback and coaching as described below. This guideline does not entitle an employee to progressive discipline or any other disciplinary procedures in any case. The Company will consider each case on its facts and will take whatever steps it deems appropriate considering those facts.

All employees are employees' at-will and, accordingly, may be terminated at any time, with or without cause or notice, at the discretion of the Company or the employee. It is important to the success of the Company that every one of us is a contributing member of the team with the highest standards for excellence. To make sure

that this universal standard is met throughout the Company, we are all expected to meet standards of performance, attendance, punctuality and professional behavior and to follow all Company policies and procedures.

Progressive Discipline

Sometimes, differences of opinion arise in the workplace regarding job-related issues. To avoid a tension-filled environment, the Company has established a problem-solving procedure to resolve complaints, differences of opinion or dissatisfaction quickly, amicably and satisfactorily.

Where an employee is engaged in conduct that, in the Company's sole business judgment, does not warrant immediate dismissal, the Company may follow progressive discipline procedures. The discipline will generally be progressive, and the degree of discipline will be directly related to the seriousness of the offense and the employee's record. However, this progressive discipline option does not modify the "at will" nature of an employee's relationship.

Examples of conduct that may, depending on the circumstances and in the Company's discretion, justify progressive discipline include:

- failure to meet or inconsistent meeting of the high expectations of the position;
- excessive absenteeism or tardiness;
- excessive personal phone calls or other distractions from work.

Most workplace performance issues are handled by informal discussion and counseling between you and your manager. Typically, managers will provide feedback concerning underperformance to you through use of an informal, **verbal warning**. This type of feedback will generally include specifics about the areas requiring improvement and should include a requirement that there be improvement to acceptable levels within a given timeframe.

If the performance does not improve to acceptable levels, or if the employee continues to fall behind acceptable levels of performance, he/she may be placed on **written performance warning**. The Company will endeavor to utilize progressive discipline procedures to correct and improve performance. Typical steps for corrective action after the verbal warning may include:

- Initial written warning
- Subsequent or additional written warning based on individual situation
- Final written warning with or without suspension of pay
- Termination

Generally disciplinary action that is more than twelve months old is not considered to move to the next level of discipline unless the behavior or performance was of a similar nature. Disciplinary action may result in transfer, suspension, demotion or termination. The Company reserves the right not to progressively discipline an employee based upon the facts and circumstances presented.

Managers must consult with the Human Resources team prior to taking any action involving demotion, transfer, suspension or termination of an employee and written notices of demotion, suspension, transfer and termination must be sent in advance to the Human Resources team prior to distribution to the employee.

5.3 Third Party Representation, Communication and Problem Solving

Third Party Representation

The Company is committed to providing the best possible working conditions for you and strongly feels no need for third-party representation. Part of the commitment is encouraging an open and frank atmosphere in which

any problem, complaint, suggestion, or question receives a timely response. The Company maintains an open-door policy to maintain communication channels to encourage discussion and facilitate action on matters of concern to you.

The Company strives to ensure fair and honest treatment of all employees. Managers and employees are expected to treat each other with mutual respect. Managers are encouraged to offer positive and constructive criticism.

We respect your right to communicate directly, on an individual basis, with the Human Resources Department about any terms or conditions of employment. Within our work environment, we believe that we, as fellow employees and representatives of the Company, can be more responsive to your needs and problems than any third-party, such as a government agency, or attorney.

For that reason, we conduct employee communications and problem-solving, as well as performance plans and internal investigations, without third-party representation of any kind. Confidential information relating to employment should be discussed only between you, the employee, your manager or the Human Resources Department.

If you encounter any problems on the job, bring your concerns to your manager or the Human Resources Department. They are willing to discuss any work-related problem with you on a direct, person-to-person basis.

Problem-Resolution Procedure/Resolving Employee's Problems/Questions

If you disagree with established rules of conduct, policies, or practices you can express your concern through the problem resolution procedure. You will not be penalized, formally or informally, for voicing a complaint with the Company in a reasonable, business-like manner or for using the problem resolution procedure.

If a situation occurs that you believe that a condition of employment or a decision affecting you is unjust or inequitable, you are encouraged to make use of the following steps. This procedure excludes termination decisions and/or procedures covered by other policies. You may discontinue the procedure at any time.

You must present the problem to your immediate manager within 10 calendar days after it occurs. If the manager is unavailable to address the problem or if you believe it would be inappropriate to contact the immediate manager, or the manager is part of the problem, then you should present the problem to the next level of management. At any time if you prefer, you may contact the Human Resources Department to discuss the problem.

The Manager shall use best efforts to respond to the problem within 5 working days either verbally or in writing. Consulting with appropriate management and the Human Resources Department may be necessary. The manager shall use best efforts to document the verbal discussion.

If the problem is not resolved or not resolved to your satisfaction, you should notify the Human Resources Department immediately.

The Human Resources Department will counsel you, after meeting with the managers, if necessary. The decision of the Human Resources Department is final in determining whether an existing policy or procedure was properly and fairly administered in a given situation.

Chapter 6 – Learning and Training Development

6.1 The Company's Approach

The Company recognizes the value of professional development and personal growth for employees. Therefore, if you are interested in continuing education and job specific training, the Company encourages you to research these possibilities further. To the extent that these classes and/or training may interfere with your job, you must first obtain written approval of your supervisor before enrolling or committing to any such class or training.

6.2 Iovino University

Iovino University provides a platform through which you can participate in professional training and development courses. Not all courses will be available to all employees and some courses will require manager approval to participate. To view what courses are available in the Iovino University, you will need to login to SABA, our Learning Management System.

6.3 Learning Management System

The Company utilizes a Learning Management system to help facilitate your access to performance management tools, training, learning and development opportunities, your Talent Profile, and your career development. Upon hire, you will receive an activation link to login and begin using the system. If you encounter any technical difficulties using the system, please contact the VP of Human Resources.

6.4 Continuing Education and Certification

With approval from your President, some continuing education courses and professional education courses may be paid for by the company. This is not a guarantee and approvals will be based on company need and budget allocation at the time of request.

6.5 Tuition Reimbursement

Regular, Full-Time employees, working at least 30 hours per week, who have completed six (6) months of service, are currently in good standing (i.e., not subject to any formal disciplinary action) and have a good performance record, are eligible to participate in the Tuition Reimbursement Program. Participants must be current employees before, during, and upon completion of the course(s) and at the time of payment of funds to be eligible to participate in the Tuition Reimbursement Program. Tuition Reimbursement is available for undergraduate and graduate programs at accredited educational institutions and scheduled at times that do not conflict with the employee's normal work schedule.

Enrollment Process

Prior to enrolling in the course, you must receive prior approval from your direct supervisor. Your supervisor will determine if the course of study is job-related. To enroll in the program, you should provide the following documents to Human Resources;

- Tuition Reimbursement Request Form, executed by both you and your supervisor
- Course description

Human resources will review the submittal, verify eligibility and provide you with a copy of the approved documentation for your records.

Reimbursement Process

Upon completion of the course you should submit the following to Human Resources:

- Copy of the paid itemized bill;
- Completed Expense Report, signed by you and your supervisor;
- Copy of the grade received for each course on College/University letterhead or via an online printout directly from the school.

Human Resources will submit the approved reimbursement forms to the Payroll Department for payment. Individuals approved for Tuition Reimbursement Program will be reimbursed based on the following grading scale to an annual maximum of \$5,500:

- Pass for pass/fail course = 50% of expenses
- Non-graded course = 50% of expenses
- Grade of B or above = 50% of expenses

Please contact the Human Resource Department for additional information on submitting reimbursement requests.

Chapter 7 - Time Off

7.1 The Company's Approach

Everyone needs occasional time away from work to re-energize – it's an important part of keeping your personal life in balance with your work responsibilities. You may also need time off when you are faced with a personal emergency or illness.

7.2 Attendance and Punctuality

The Company has several provisions for excused time away from work including PTO, holidays, bereavement time, and other personal leaves of absence. There are also times when unplanned absences cannot be avoided. Those situations should be communicated to your supervisor as far in advance as possible, so proper backup may be scheduled.

To achieve operational goals, the company depends on you to be at work and on time on all scheduled workdays. Unplanned absences decrease production efficiency and disrupt service to our customers. Unreliable attendance also impacts your coworkers by increasing the workload, decreasing support, and forcing people into roles outside their normal skillset.

Attendance is a critical component of overall job performance, and detailed records are maintained to track attendance incidents. Unapproved absences, excessive tardiness, or leaving early without permission will not be tolerated and will result in disciplinary action, up to and including termination of employment. Everyone is expected to inform their supervisor before start of shift of an unscheduled absence.

No-show for three (3) consecutive work days without notification, or failure to return to work for three (3) consecutive work days after an approved leave of absence, will be considered a voluntary termination.

Approved Time Off

Leave of Absence includes time off covered under FMLA, Military Leave, Parental Leave under the Company's Parental Leave Policy and the New York State Family Disability. Notification to your supervisor as far in advance as possible is required and the Employee Handbook will provide additional information on these absences. The company provides benefits that allow approved leaves of absence for special circumstances. If you need time off for medical issues or other personal reasons you should discuss options confidentially with the Human Resources Department.

Short Term Disability, New York Paid Family leave, Long Term Disability and Worker's Compensation run concurrently with FMLA. Human Resources will provide you with assistance in contacting the leave administrator and better understanding the various benefits available to you. For a more detailed description of your leave options please refer to the Benefits section of the Employee Handbook, [Chapter 3](#), sections 3.7 through 3.12.

Attendance Incidents

An attendance incident can be any situation where an associate is away from their assigned work area during scheduled work hours. You are expected to be at your assigned work area at the start of shift and until the end of your scheduled shift each scheduled work day. You are also expected to resume work on time after scheduled lunch and break periods.

To allow for effective staff planning, notify your supervisor in advance of start of shift on any unplanned day missed. If advanced notification is not possible, communication should occur as soon as practical. Voice mail and email messages to your direct supervisor are acceptable forms of notification, communicate directly to a supervisor or manager not indirectly through other employees.

You are expected to work scheduled days immediately before and after holidays. Unauthorized absences on scheduled work days immediately before or after a holiday period may void holiday pay.

Unauthorized absence guidelines can be adjusted at management discretion for severe weather or other emergencies that impact attendance for a significant portion of the workforce.

Disciplinary Action

Unauthorized absences, excessive tardiness, or leaving early without permission may result in disciplinary action. This includes failure to report for mandatory overtime or failure to report when a PTO request is denied.

The Performance Warning process may be used to address individual attendance incidents or attendance incident patterns. Verbal and/ or written warnings will be issued for the following:

- Individual no-call, no-show incidents
- Multiple unauthorized absences over a 12-month period
- Excessive tardiness or unexcused time away from your work station
- Leaving early without notification
- Failing to report for mandatory overtime
- Failing to report when PTO is not approved
- Other patterns of inconsistent attendance

Multiple verbal and/ or written warnings will lead to a final warning. Violation of a final warning will result in additional disciplinary action, up to and including termination of employment.

Exceptions to the above actions may be made for emergencies or other special circumstances, but they must be discussed with your supervisor or manager in advance whenever possible.

7.3 Paid Time Off (PTO)

The purpose of Paid Time Off is to provide you with the flexibility to take paid time away from work that can be used for personal needs and to spend time with family, such needs as vacation, school, volunteerism, sick & safe leave, and other activities of your choice. Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include company paid holidays, bereavement time off, and military service leave.

Each employee will accrue PTO in hourly increments, each week based on their length of service and employment status as defined below. Accrual will continue until an employee hits their Maximum Cap. The "maximum cap" is determined by adding one week to an employee's maximum annual accrual. PTO taken will be subtracted from the employee's accrued time bank at a minimum of one (1) hour increments for hourly employees. Salaried employees may use PTO in half day increments or in 4-hour blocks.

Employees will accrue PTO as follows:

Status/Tenure	Maximum Accrual per Year in Hours	Maximum Accrual per Year in Days	Accrual per Week in Hours	Maximum Cap in Hours
Part-time	40	5	1*	80
Full-time 0-4 years	120	15	2.31	160
Full-time 5 years and more	160	20	3.08	200

*Part Time employees do not accrue time off at a rate that is equally distributed across the year for compliance reasons.

Interns, Coops, and temporary employees are not eligible for PTO unless their tenure extends past 120 days.

PTO requests should be submitted in writing to a Manager for review and approval a minimum of 30 days in advance whenever possible and will be considered on a first come first served basis. To ensure approval of time off planned during prime seasons, it is recommended that those requests be submitted at least five months in advance.

Pay out of PTO at the time of Termination

Up to 5 days of unused, accrued PTO is eligible to be paid out to the employee upon termination, provided the employee has completed six months of employment, has given and served two weeks' notice of termination and participated in the exit interview process. Should employment be terminated before the completion of six full months of employment, the employee will not be eligible for payment of any PTO.

Employees who are terminated because of gross misconduct are not entitled to payment of any accrued Time Off benefits. All payout of accrued, unused PTO is subject to the discretion of the company President.

7.4 Holidays

The Company observes the following holidays for office closings:

New Year's Day;
President's Day;
Memorial Day;
Independence Day;
Labor Day;
Columbus Day;
Veterans Day;
Thanksgiving Day;
Day after Thanksgiving;
Christmas Day.

Part-time employees are eligible for holiday pay if the holiday pay falls on their regularly scheduled work day. Individuals on leave of absence will not be eligible for holiday pay.

When you are on PTO that falls on a Company holiday, that day is considered a holiday and does not count as a PTO day.

The Company reserves the right to not pay a non-exempt employee for a holiday if the employee does not work the last scheduled day immediately before the holiday, as well as the first scheduled day immediately following the holiday, unless those days are charged to PTO. The Company may require a doctor's note in the event either of these days is claimed as sick time.

Generally, if a holiday falls on a Saturday it will be celebrated on the Friday before and if it falls on a Sunday it will be celebrated on the Monday after the holiday.

7.5 Military Leave

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard or Reserves will be granted an unpaid leave of absence for military service, training, or related obligations in accordance with applicable law. Upon receipt of orders for active or reserve duty, you should notify your manager, as well as the Human Resources Department, as soon as possible, and submit a copy of the military orders unless he/she is unable to do so because of military necessity or it is otherwise unreasonable or impossible.

You will also be granted time off for military training (normally 14 days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service.

You should advise your manager of your training schedule and/or other related obligations as far in advance as possible. Upon return from training, you should submit your military pay voucher to the Human Resources Department; the Company will pay your full salary, less base military pay, for the training period.

Return from Military Leave

Upon return from military service, you must provide notice of or apply for reemployment in accordance with the following schedule;

- An employee who served for less than 31 days or who reported for a fitness examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
- An employee who served for more than 30 days, but less than 181 days must apply for reemployment no later than 14 days after completing his/her period of service,

- An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to the department manager (if the service was less than 30 days) or apply for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period but which may not exceed two years.

An employee whose military service was for more than 30 days must provide documentation within two weeks of his/her return showing the following: (i) the application for reemployment is timely, (ii) the period of service has not exceeded five years, and, (iii) the employee received an honorable discharge.

When on Active duty, you will have the right to receive COBRA-like benefits for a maximum of twenty-four (24) months. In accordance with applicable law, employees on military leave will be reinstated upon satisfactory completion of military service and timely notice of intent to return to work within 90 days of the end of service, provided the employee is qualified and the Company's circumstances have not changed to the extent that it would be impossible or unreasonable to provide reemployment.

You should give your manager and the Human Resources Department as much notice of your need for military leave as soon as possible.

7.6 Time Off to Vote

We encourage you to vote and fulfill your civic duties. Check with your local polling place for voting hours that are outside of your regular working hours.

7.7 Emergency Closings

At times, emergencies such as severe weather, fire, and power failure may disrupt Company operations. While the Company will make every effort to open the location whenever possible, in extreme cases, these circumstances may require the closing of the location.

Employees, who are unable to report to work due to emergency conditions when the location is open, should call their immediate manager prior to their scheduled start time. Employees who are unable to report to work may request that time scheduled, but not worked, be paid and charged to accrued PTO time. Employees who are unable to report to work and have no accrued PTO to cover the absence will not be paid. Each event and situation will be reviewed on a case-by-case basis.

Emergency contact numbers are required for all employees and need to be entered into the payroll system. When operations are officially closed due to emergency conditions, the time lost from scheduled work will be paid.

7.8 Leave of Absence Without Pay

Should a situation arise that temporarily prevents you from working and the leave is not covered by another policy, he/she may be eligible for a personal leave of absence without pay. However, you must be employed for six months prior to the requested leave.

Any request for a leave of absence without pay must be submitted in writing as far in advance as possible, but at least two weeks prior to the beginning of the requested period and it will be reviewed on a case-by-case basis by your manager and the Human Resources Department. The decision to approve or disapprove is based on the circumstances, the length of time requested, your job performance and attendance, attendance record, the reasons for the leave, the effect your absence will have on the work in your department and the expectation that you will return to work when your leave expires.

An unpaid Leave of Absence will extend for a period of no more than 8 weeks so that you can maintain your

employment status. A return to duty certification will be required for medical verification of your ability to return to work. The Company reserves the right to request additional examination by a physician selected by the Company of your ability to return to work, at the Company's expense.

Leaves of absence will be considered only after all PTO and other forms of available leave have been exhausted.

While on a personal unpaid leave of absence your medical coverage will continue provided the you make an advance payment on your share of the premium to Human Resources. Unemployment insurance benefits cannot be collected while on a leave of absence without pay.

Returning/Not Returning from a Leave

Due to the nature of our business, the Company cannot guarantee either that your job will remain available or that a comparable position will exist when return from an unpaid leave is sought. When you are ready to return from a leave of absence without pay, the Company will attempt to reinstate you to your former position or to one with similar responsibilities.

If the position or a similar position is not available, the Company will search for a suitable position for 10 days from the date the unpaid leave was to officially end. You will not be paid for this time. If you have not been placed by the end of this period, you will be terminated.

FMLA

The company complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

Basic Leave Entitlement.

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military Family Leave Entitlements.

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain

military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections During FMLA Leave.

During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employee Eligibility.

The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

Definition of Serious Health Condition.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to

schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

Substitution of Paid Leave for Unpaid Leave.

Employees may choose, or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued PTO days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee may use any accrued paid PTO during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. To use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures. The company's normal paid leave procedures may be found under Benefits, Chapter 3.

Employee Responsibilities.

Employees must provide 30 days' notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Other Provisions.

Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment and the employee's reason for FMLA leave does not preclude the outside employment.

Unlawful Acts by Employers.

The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement.

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

Chapter 8 – Staffing and Recruitment

8.1 The Company's Approach

We are committed to recruiting and retaining high-caliber employees who reflect the growing diversity in our marketplace. We strive to provide advancement opportunities for everyone here at the Company, and to ensure that all employees are treated with equality and respect. We believe, and are committed to, supporting the development and retention of our employees, and in giving them the opportunity to contribute to our Company's success. Enterprise wide staffing and recruitment is completed within the iCIMS platform. iCIMS is the software used by the company for all recruitment and new employee onboarding

8.2 Employment Application

The Company reserves the right to verify all the information you provide in your employment application. False statements or omissions in responses to questions, or false statements or omissions made on employment applications, in resumes or on any other documents or materials may be grounds for termination of employment. When applying for a job via the iCIMS platform you are required to complete an employment application.

8.3 Job Openings

All job openings are posted via the iCIMS platform. To apply, external candidates must create a profile in iCIMS and complete an employment application. Current job openings can be found on each company's website under "Careers".

8.4 Employee Referral Program

The Company encourages you to refer capable people seeking employment to fill vacant positions within the Company. All employees are encouraged to utilize personal social media accounts in effort to obtain referrals for open positions. Upon successful recruitment into the Company, the referring employee will receive a bonus payment for his/her efforts. All employees are eligible to participate in this program.

Candidates should be qualified prospective employees with excellent references and backgrounds and who have not already been referred to the Company by any employment/recruiting agency. A bonus payment will be made to the referring employee if the referring employee is still employed after the new employee completes three (3) months of employment with the Company and bonus payment will depend upon the position the new employee is hired to fill. An "employee referral program applicant submission form" is required to be completed

and sent to talent acquisition prior to referring any employees into the company. Executives of the company including Vice Presidents and above, Human Resource employees, and relatives are excluded from the Employee Referral Program. Please contact the Human Resource Department if you have any questions or on the program.

8.5 Immigration Law Compliance

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate based on citizenship or national origin. All offers of employment are contingent on verification of your right to work in the United States.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation establishing his/her identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer available or valid.

You will be asked to provide the required documentation on your first day of work. If you are not able to provide proper verification of your right to work in the U.S. within the first three days of your employment, the Company will be required to discharge you from employment.

If you have questions or need more information on immigration law issues, please contact the Human Resources Department. You may raise questions or complaints about immigration law compliance without fear of reprisal.

8.6 New Hire Orientation

The Company believes in orienting you to the culture of the Company to facilitate learning and productivity.

Each new employee will be notified by the Human Resources Department of the date, time and location of New Hire Orientation to meet with the CEO, President and other individuals of the Company. The focus will be to provide you with the vision, mission, values and culture of the Company and an opportunity to meet and ask questions to the leaders of the Company. As we develop the orientation curriculum further, more information will be made available regarding the meeting details.

8.7 Intern & Co-Op Program

The Company strongly utilizes the intern and Coop program for recruitment of our own staff and the introduction of fresh, new perspectives into the company. We forge partnerships and attend career fairs with local engineering schools to attract new talent to the organization. We highly recommend all employees refer any engineering students they may know who would be interested in learning more about the program. Please contact talent acquisition directly to discuss the program in detail or to refer anyone in.

Sampling of schools that we partner with:

- NYU Tandon School of Engineering
- Manhattan College
- City College of New York
- State University of New York at Buffalo
- Drexel University
- Rochester Institute of Technology
- State University of New York Maritime College

- Hofstra University
- State University of New York at Farmingdale
- University of Michigan
- Villanova
- The Georgia Institute of Technology
- Purdue University
- New Jersey Institute of Technology

Chapter 9 – Office Standards

9.1 Safety and Security

The Company is committed to maintaining a secure, safe environment for all our employees.

Fires and Other Emergencies

Exits and fire extinguishers are clearly marked in the main hallways of our buildings. First aid kits and emergency evacuation plans are located in the kitchen area of each office location. If an emergency evacuation plan is not located in your office kitchen, please contact your supervisor and notify the Director of Safety. You are expected to familiarize yourself with the location of such equipment and plans in your respective area.

Workplace Safety

The Company considers safety in the workplace a top priority and intends to comply with all the Occupational Safety and Health Administration (“OSHA”) standards. You are expected to obey safety rules and to exercise caution in all work activities. To protect yourself and your fellow employees, you should immediately report any unsafe conditions to the appropriate manager. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report such situations, may be subject to disciplinary action, including, but not limited to, suspension and discharge. If you are working at a different location, specific to a company project, you should familiarize yourself with the site-specific safety requirements and contact the site Safety Manager or your Supervisor for more information and questions.

General Safety Rules

Our employees perform a wide range of functions in various locations. All employees are expected to comply with the following rules:

- Report any work injury/illness to your manager
- Report unsafe conditions to your manager
- Do not use any equipment, vehicle or materials that are defective or damaged and/or when you are overly tired, nauseated, or under the influence of any substance that may affect your judgment
- Keep your work area neat and tidy
- Use mechanical devices or request assistance in lifting heavy loads
- Wear seat belts when operating a company or rented vehicle or driving your own personal vehicle
- Be sure that aisles or exits are kept clear; do not let cords interfere with walkways
- Store all sharp objects properly when not in use
- Report or clean up spills immediately
- Use stepstools, platforms or ladders for climbing - not chairs
- Do not use damaged electrical cords or equipment, report defective equipment to your manager
- Do not cover or store materials in front of or on Fire Extinguishers or Fire Alarms
- Adjusting the position and height of computer monitor, chair, keyboard, and mouse to avoid strains and fatigue.

- Keeping files and desk drawers closed when not in use.
- Loading file cabinets so they are not top heavy.
- Taking occasional stretch breaks.
- Making sure electrical outlets are correctly being used and that they are not overloaded with extension cords.
- Carrying loads that block your vision.
- Overloading cabinets or shelves.
- Turning off electrical appliances at night.

9.2 Emergency, Evacuation Plans and Re-Entry

You should notify your manager of any emergency situation. In any emergency, you should follow alarms or other alerts to evacuate the building and/or area near the premises. Always follow the basic evacuation procedures but remember that personal safety of our employees and our customers, vendors, consultants are paramount and takes precedence over the following:

- Check work area for anything needing to be secured and store it quickly
- Secure locks on all secured containers and cabinets
- Leave your work area and report to your designated assembly area.

The designated representative of the company will coordinate with fire, police or other emergency preparedness personnel to determine when the building may be re-entered and will communicate with you.

In an emergency, the Company may need to contact your family or any other person you designate as an emergency contact. As a result, it is very important that you keep the names, addresses, and phone numbers of your emergency contacts accurate and up-to-date.

9.3 Visitors in the Workplace

To provide for the safety and security of employees and the locations, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should enter at the reception area. Authorized visitors will receive directions or be escorted to their destination. You are responsible for the conduct and safety of your visitors.

If you observe an unauthorized individual on Company premises, you should immediately notify your manager or, if necessary, direct the individual to the reception area.

9.4 Workplace Searches

The Company maintains a work environment that is free from illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the Company prohibits the possession, transfer, sale or use of such material on its premises. The Company requests the cooperation of all employees in administering this Policy.

The Company likewise discourages theft or unauthorized possession of the property of the Company, employees, visitors and customers.

To protect the property and to ensure the safety of all employees, vendors, consultants, customers and the Company, the Company reserves the right to conduct personal searches consistent with State law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Company's property. Any employee who wishes to avoid inspection of any articles or materials should not bring such items onto Company premises.

In addition, the Company reserves the right to search any employee's office, desk, files, lockers, equipment, or any other article on the premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Company, and are issued for your use only during your employment with the Company. Inspection may be conducted at any time at the discretion of the Human Resources Department.

Employees who refuse to cooperate in an inspection will be subject to disciplinary action, including, but not limited to, suspension and discharge, if upon investigation they are found to be in violation of the Company's security procedures or any other Company rules and regulations.

Likewise, visitors who refuse to cooperate with an inspection conducted pursuant to this policy may not be permitted to enter the premises.

Chapter 10 – Travel & Expense Reimbursement

10.1 Introduction / Statement of purpose

For our purposes, expenses are defined as a transaction between a vendor and a purchaser.

The purchaser (employee) must execute a transaction on behalf of the Company, which results in a verifiable receipt for their purchase

All purchasers must save all receipts regardless of dollar amount to submit with their expense report. The reimbursement must be in accordance with our policy as listed below.

This policy applies to all employees of (Iovino Enterprises and its Companies). It is a framework that covers how an employee can claim and be reimbursed for reasonable and authorized expenses that are incurred while doing business on behalf of the Company

10.2 Company expectations and policy compliance

As part of our policy, it is in the best interest of the employee and the Company, that employees are ethical and acting in the best interest of the Company when conducting business transactions on our behalf. It is the responsibility for employees to comply, and for managers to review all expenses and report to HR or Finance team, when expenses fall outside of policy.

The expectations of employees:

- Behave honestly, responsibly and within the guidelines of this policy
- Seek to keep costs to a minimum where possible in line with the best interests of the Company
- Submit expenses as soon as possible after they have been incurred
- Provide sufficient details to explain why you've made the purchase and any supplementary details, like if you paid for other employees
- Keep all receipts because the IRS requires them

The expectations of managers:

- Ensure expenses are claimed promptly
- Check that purchases comply with the policy
- Approve them promptly
- If employees don't comply with policy, claims should be questioned and can be rejected
- Persistent or deliberate non-compliance may result in disciplinary action

10.3 Fraud, bribery & corruption

The Company has a zero-tolerance approach to bribery in compliance with relevant anti-bribery laws in all the regions in which we operate. Offering or accepting a bribe or behaving corruptly in anticipation of a bribe or advantage is illegal and a dismissible offence.

- Claiming for expenses not incurred; incurred not for business purposes or exaggerating expense claims is a dismissible offence and can result in disciplinary action.

10.4 Reimbursable expenses

Reimbursable expenses are those expenses made doing business on behalf of the Company. The expenses are most frequently travel and lodging. Most of the expenses through travel and lodging should be already taken care of by the Company and employees should have minimal cost to reimburse.

10.5 Travel-related expenses

The Company has provided a list of preferred methods while traveling and ask that employees adhere to these guidelines and managers should ensure that employees are compliant

Travel Guidelines:

- Pre-approval of trips is required by employees' managers ahead of travel. Managers should ensure the business trip is compliant with Company guidelines
- Public transportation should take precedence over taxis and personal vehicles wherever possible
- Employees should ask their HR team and or managerial team (who should verify with HR), if they can furnish requests for air, rail, ground and/or other travel arrangements on the employee's behalf. If the employee is instructed to book independently and reimburse they should always use:
 - Expedia and book the lowest air fare
 - Use an Uber/Lyft/Juno or taxi, whichever is cheapest

The following travel-related expenses can be claimed within the guidelines listed below:

- **Internet connectivity:**
 - Reasonable internet connectivity charges can be added to a hotel bill unless already part of the negotiated rate
- **Air, rail and road travel:**
 - With regards to business class flights and first-class rail tickets, employees should:
 - book standard or economy-class tickets
 - Any upgrades to seats will be considered a personal expense, and will not be eligible for reimbursement
- **Mileage:**
 - With regards to vehicle mileage and associated fuel costs incurred during business travel, employees are:
 - Permitted to reclaim mileage at the current IRS rate
 - Please ensure that you are insured for using your car for business purposes.
 - Valid receipts for fuel should also be included when claiming.
- **Taxis**
 - Taxis taking for the purpose of a business trip are reimbursable up to \$50 per trip
 - Always opt for public transportation instead of taxis unless you are in an unsafe area or it is impossible to do so.
 - Always keep a receipt that includes the date.

- You can't claim trips from work to home.
- **Car rental:**
 - You can rent cars if it's more cost-effective than taking public transportation or if it's not a practical alternative, and where public transportation isn't readily available. Please consult your manager if you are unsure.

10.6 Additional travel-related expenses

The following Company travel-related expenses are acceptable and will be eligible for reimbursement:

- Essential parking- Up to \$25 per transaction, anything more will be at the discretion of the direct line manager as well as the Finance Department
- Tips (up to 15% - unless already included in the bill)- For taxi's and restaurants
- Bellhop- \$1 per bag; Hotel maid- \$2 per day; Doorman who helps you from cab-\$1-2
 - These are labeled as "Tip w/ no receipt"
- The rental/use of a GPS with rental cars in unfamiliar locations

10.7 Accommodation

The Company will also reimburse for lodging that is necessary for a business trip:

- **Hotels:**
 - All employees should book accommodation for business trips and:
 - Book the lowest cost hotel (2-3 star) within a 10-mile radius of their destination
 - Where multiple booking options are provided, the most cost-effective option should be selected.
 - The individual is responsible for all hotel cancellations, and any fees that occur with their cancellation, unless cancellation was caused by the Company
- **Duty of care:**
 - Always inform others of your location when travelling so the business can comply with Duty of Care requirements. Tell your manager or share your travel itinerary with your manager

10.8 Meals & Entertainment

The IRS requires the names and companies of all participants at entertainment events.

Employees can claim for meals while staying overnight or if away from the office for more than half a day when travelling for business.

The maximum spending limits for individual meals are:

- Breakfast: \$15
- Lunch: \$25
- Dinner: \$40

Note: client meals and entertainment costs may exceed these costs. Please consult with your manager on what is a reasonable amount. All entertainment claims must include a business reason and the name and company of all attendees – even those who work for our company. This ensures we comply with the FCPA and also helps us apply the right tax treatment.

10.9 Other Expense Types

The following business-related expenses are also eligible for reimbursement:

- Professional membership fees (where relevant to your profession and agreed with your manager)
- Postage, Office and or Business Packaging fees, should always be made through your office manager. If you need to make an office purchase for business purposes as an urgent matter, you must get a written email from your manager giving you permission to do so. When you reimburse you should attach the receipt and the back-up documentation (email)
- Phone repairs should have an authorized email from the IT department

10.10 Exceptions

The Company has a very stringent policy on items that can never be reimbursed. Employees are expected to follow these guidelines as well as managers. Failure to do so, can result in disciplinary action.

The following travel-related expenses will not be reimbursed:

- Laundry and dry cleaning
- Mini-bar purchases
- Bar bills
- Movies, online entertainment and newspapers
- Parking fines
- The loss/theft of goods
- Spa and health club usage
- Childcare or pet care
- Damage to personal vehicles
- Clothes
- Flowers, sweets and confectionary

10.11 Submitting Expense Reports

Please contact a member of the Finance or IT Departments for instructions on how to submit expense reports.

Chapter 11 – Leaving the Company

11.1 The Company's Approach

Whether the decision to separate from the Company is yours or the Company's, it is our intent that every employee who leaves the Company feels that he or she was treated with dignity, respect and courtesy.

This Handbook is not a contract of employment. Your employment with the Company has no specified term or length; both you and the Company have the right to terminate your employment at any time, with or without notice and with or without cause.

11.2 Employee Resignation

When an employee decides to leave for any reason, his/her manager and the Human Resources Department would like the opportunity to discuss the resignation before final action is taken. The Company often finds during this conversation that another alternative may be better. If, however, after full consideration the

employee decides to leave, it is requested that the employee provide the Company with a written two-week notice period.

11.3 Exit Interview

A representative of the Human Resources Department will arrange an exit interview for you before you leave the Company to gain a better understanding of the reason for your leaving and how we can improve our commitment to our employees. Also, we would like to review how your separation will affect your benefits, including information on COBRA health coverage which may be available for you and your covered dependents.

In addition, all Company property must be returned upon termination.

- Building/Office/Field Office entry keys and/or security entrance cards (including client offices)
- Company-Issued IDs and Credit Cards (if applicable)
- Company Manuals
- Laptop Computer
- Any additional Company-owned or issued property
- Any material containing confidential Company information

11.4 After Leaving the Company

Address Changes

Once you leave the Company, you are responsible for notifying the Human Resources Department promptly of any address changes. We need this information to make sure that you receive your year-end tax statements and to provide notice to the 401k administrator

Unemployment Insurance

Your State unemployment office, not the Company, determines eligibility for unemployment insurance benefits, based on your reason for leaving work. If you have questions about these benefits, contact your nearest State unemployment office.

Reference Checks/ Release of Employee Information

The Company will not honor any verbal requests for references. All requests must be in writing and on the letterhead of the employer requesting the reference. We will only confirm our employees' dates of employment, position title and employment status i.e. full-time or part-time. Salary history will require permission from the employee. Salary information provided to a lending institution will be verified for accuracy only and will not be supplied by the Company.

EMPLOYEE HANDBOOK AND AT-WILL EMPLOYEE STATUS ACKNOWLEDGEMENT

I acknowledge that I have received the Company's *Employee Handbook*. I affirm that I have read it thoroughly, including the statements in the Introduction describing the purpose and effect of the Handbook, and the section regarding the Company's policy on Code of Conduct and Ethics. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from the Human Resources Department. I understand that I need to comply with all Company policies and procedures. Additional information and policies may be implemented from time to time by the Company. The contents of this employee Handbook are guidelines only and supersede any prior Company *Employee Handbook*.

The *Employee Handbook* is not an employment agreement or guarantee of employment.

I understand that my employment with the Company is "at-will" and as such employment with the Company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No manager or other representative of the Company, except the CEO (or his/her designee) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above. Any such agreement for employment also must be in writing and signed by both the CEO (or his/her designee) and me. In addition, I understand that this Handbook states the Company policies and procedures in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the Company for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time.

I understand that unless I have an individual, written employment agreement as described above, either I or the Company may terminate the employment relationship for any or for no reason, at any time with or without notice, regardless of the length of employment or the granting of benefits of any kind.

I understand that no other employee or other agent of the Company is authorized to make any verbal statements, agreements, promises, representations or understandings inconsistent with the above statements.

Please sign and date this receipt and return it to the Human Resources Department.

Signature of Employee: Reaz Rahman

Printed Name of Employee: REAZ RAHMAN

Date: 3/22/2020