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# Hancock Claims Consultants

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## Employee Handbook

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# WELCOME

Welcome to **Hancock Claims Consultants**! We are pleased that you are joining us. We know that your contributions will assist us in remaining a leader in this community and in our industry.

As an employee of **Hancock Claims Consultants** (the “Company”), you will want to know what you can expect from us and what we expect from you. This Handbook will give you that information by outlining many of our Company’s current benefits, practices, and policies.

Please keep this Handbook as a guide and ready reference throughout your employment. If you have questions as you read through this Handbook, please do not hesitate to discuss them with your manager. Your manager is a very important source of information and will be more than happy to assist you.

## PURPOSE OF THE HANDBOOK

This Handbook is designed to acquaint you with our Company and answer many of your questions regarding employment with us. Of course, please remember that business conditions change, and this Handbook is only a summary of the employee benefits, personnel policies, and employment rules that are in effect at the time we published this Handbook.

**This Handbook does not create an “employment contract” or other contractual rights. Although the Company intends that the benefits and policies outlined in this Handbook generally will remain in effect, the Company may, at any time, amend, or otherwise revise the benefits and policies outlined in this Handbook.**

This Handbook applies to all employees. However, where it conflicts with any contract, such as insurance summary plan descriptions, that contract will control.

This Handbook supersedes all prior inconsistent handbooks or policies and may be changed from time-to-time as necessary.

## COMPLIANCE WITH APPLICABLE LAWS

The Company intends to comply with all applicable state and federal laws, including, but not limited to those relating to medical, family or military leave, equal opportunity, timekeeping, compensation, safety, health, and laws regarding any other terms and conditions of employment. This Handbook will be interpreted and applied in accordance with all applicable federal, state, and local laws. Similarly, we expect you to comply with all laws that apply to your job as a condition of your continued employment. If there is or may appear to be a conflict between the wording of this Handbook and applicable law, the law takes precedence and the language in question will be interpreted and applied in a way that conforms to the law.

# **INTRODUCTORY POLICIES**

## **AT WILL EMPLOYMENT**

All employees are employed “at-will,” which means that they can be terminated at any time, with or without cause, and with or without advance notice. This “at-will” relationship can only be changed in a written document signed by the Company’s Chief Executive Officer (CEO) or President.

## **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices, including selection, hiring, assignment, re-assignment, promotion, transfer, compensation, discipline, and termination. The Company prohibits discrimination, harassment, and retaliation in employment based on race; color; religion; genetic information; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law. Please see the legal postings on the bulletin board for more information and a full list of the state protected EEO categories.

If you ever believe we are failing in our promise of equal opportunity to all applicants and employees, please promptly report your concerns to Human Resources. We will take every reasonable measure to address your concern and you will not be subjected to retaliation for bringing such concern to our attention. Violation of this policy will result in disciplinary action, up to and including immediate termination.

## **NO HARASSMENT**

We do not tolerate the harassment of applicants, employees, customers, or vendors. Any form of harassment relating to an individual’s race; color; religion; genetic information; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal state, or local law, is a violation of this policy and will be treated as a disciplinary matter. Please see the legal postings on the bulletin board for more information and list of the state protected EEO categories.

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

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with Human Resources or one of the contacts listed in this policy. The “workplace” includes when employees are on Company premises, at a Company-sponsored off-site event, traveling on behalf of the Company, or conducting Company business, regardless

of location. This policy extends to social affairs, functions, events, travel, tradeshow, and related gatherings whether on or off Company site(s) at any time. At a minimum, the term “harassment” as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual’s race; color; religion; genetic information; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law;
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, texts, faxes, and copies pertaining to an individual’s race; color; religion; genetic information; national origin; sex; sexual orientation; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law;
- Offensive sexual remarks, sexual advances (regardless of whether physical touching is involved), or requests for sexual favors (all regardless of the gender of the individuals involved);
- References to sexual conduct, an individual’s sex life, sexual activity, sexual experiences, sexual deficiencies, or prowess.
- References to an individual’s body, offensive leering and/or whistling.
- References concerning an individual’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine, or a female is too masculine.
- Offensive physical conduct, including touching, gestures, or brushing up against someone (all regardless of the gender of the individuals involved).

We also absolutely prohibit retaliation, which includes threatening an individual or taking an adverse action against an individual for: (1) reporting a possible violation of this policy, (2) participating in an investigation conducted under this policy, or (3) otherwise exercising a lawful right.

Our supervisors and managers are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No supervisor or other member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship or engaging in romantic or sexual activity with the supervisor or manager, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including contractors, subcontractors, vendors, customers, clients or third parties with whom we work. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment Policy may have been violated by anyone you must immediately report the matter. Due to the very serious nature of harassment, discrimination, and retaliation, you must report your concerns to one of the individuals listed below.**

1. First, discuss any concern with your supervisor.
2. If you are not satisfied after you speak with your supervisor, or if you feel that you cannot speak to your supervisor, discuss your concern with Human Resources.
3. If you are not satisfied after you speak with Human Resources, or if you feel you cannot speak to Human Resources, speak to the CEO or President.

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and if we find a violation of our policy, will take prompt, appropriate remedial action. The Company will protect the confidentiality of employees reporting suspected violations of this or any other Company policy, to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

**We are serious about enforcing our policy against harassment.** Individuals who violate this or any other Company policy are subject to discipline, up to and including immediate termination. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

### **OPEN-DOOR POLICY**

Most of us have had a question or problem concerning our job at one time or another. If there is something about your job that is bothering you, let's get it out in the open and discuss it. We cannot answer your question or resolve this situation unless you tell us about it. Our Open-Door policy offers employees the freedom to discuss anything they wish with the Company. Whenever you have a problem, it can usually be resolved by following these steps:



1. First, discuss any concern with your supervisor. Very often, your supervisor is in the best position to handle your problem satisfactorily.
2. If you are not satisfied after you speak with your supervisor, or if you feel that you cannot speak to your supervisor, speak to your Department Manager.
3. If you are not satisfied after you speak with your Department Manager, or if you feel you cannot speak to your Department Manager, speak to Human Resources.
4. If you still feel the need to speak to other members of management, you may contact the CEO or President.

However, if you prefer not to follow the steps above, you can go to anyone with whom you feel most comfortable. Any member of management is available to speak with you about your concerns.

After discussing the matter with you and conducting an appropriate investigation, we will take prompt, appropriate remedial action, if needed. When you inform us of a concern or problem, we will try to answer you as soon as practical under the circumstances.

### **SUMMARY OF DRUG AND ALCOHOL POLICY**

The Company is committed to maintaining a safe workplace free from unlawful drugs and alcohol and complies with all applicable laws, including the Federal Drug-Free Workplace Act. As a condition of initial and continued employment, the Company prohibits you from reporting to work or performing your duties with any unlawful drugs or alcohol in your system. “Unlawful drugs” means drugs or intoxicants, the use or possession of which are prohibited as a matter of federal, state, or local law, and includes the abuse of prescription medications, including exceeding the recommended prescribed dosages or using others’ prescribed medications. You are also prohibited from using, possessing, manufacturing, selling, trading, distributing, dispensing or making arrangements or offering to distribute unlawful drugs or alcohol while at work, while performing job duties, off site at training or meetings, on Company or customer property (including personal vehicles onsite), during lunch or breaks, or in Company vehicles. Further, the Company prohibits all unlawful drug use, possession, or distribution, whether on or off duty – drugs can stay in your system and affect work later.

**Occasions for Testing:** To enforce this policy, the Company may, to the extent permitted by applicable law, require as a condition of initial or continued employment, any applicant or employee, including managers and supervisors, to submit to a drug and/or alcohol test to determine or confirm the presence of unlawful drugs or alcohol in their system and/or impairment by unlawful drugs or alcohol, or determine whether this Policy has otherwise been violated. Where lawful, the possible occasions for drug and/or alcohol testing include, but are not limited to:

1. Pre-employment or re-employment after a conditional offer has been provided;

2. When the Company has a reasonable suspicion that you may be in violation of this Policy, including whether you are impaired by unlawful drugs or alcohol that could adversely affect job performance or the work environment;
3. When you cause or contribute to an accident occurring during work time, on Company property or involving Company owned or leased vehicles;
4. When you seek a transfer or promotion, or return from a suspension or leave of absence; or
5. Where permitted by state law, as part of any random program of testing which the Company may implement.
6. Where otherwise required by law.

An individual may refuse to undergo drug and/or alcohol testing pursuant to this policy. However, any refusal will be treated as a violation of this Policy and subject them to discipline up to and including termination of employment.

**Suspected Abuse:** Any employee, who has a reasonable basis to believe that another employee is under the influence of unlawful drugs or alcohol at work, or is otherwise in violation of this Policy, must report it to their manager or Human Resources.

**Substances Tested For:** Depending on applicable law, the Company will generally test for the following substances:

1. Cocaine;
2. Phencyclidine (PCP, Angel Dust);
3. Amphetamines, including methamphetamines (Crystal Meth); and
4. Opioids, including heroin, codeine and morphine.

Where required by law, prior to testing, the Company will notify you of any additional substances to be included in the test. To obtain specific details about your location, please contact Human Resources.

**Testing Method and Collection Procedures:** All tests will be performed in a state-approved laboratory, unless otherwise allowed by law. Testing will be performed under reasonable and sanitary conditions with due regard for the privacy of the individual being tested. Chain of custody procedures will be maintained. Collection, storage, and transportation will be performed so as to reasonably prevent sample contamination, adulteration, or misidentification.

**Confirmation Testing:** Positive initial drug tests will be confirmed using gas chromatography/mass spectrometry (“GC/MS”), or where otherwise allowed by law, some other comparably reliable method. For further details on the testing method and collection procedures, please contact Human Resources.

**Medical Review Officer (MRO):** If an applicant or employee has a positive confirmed test result, a legally qualified laboratory Medical Review Officer (“MRO”) will attempt to contact the applicant or employee to discuss the findings privately and confidentially.

**Medication:** Although the proper use of over-the-counter and prescription medication is not prohibited by this Policy, the abuse of over-the-counter or prescription medication is unlawful and may subject you to disciplinary action up to and including termination. You should consult with your physician, if you are taking any medication which you have reason to believe may affect your ability to safely perform the essential functions of your job. You may not take medication prescribed for another person. Any prescription medication brought onto or into Company or customer property (including vehicles) must be retained in its original container labeled with the original pharmacy label.

If you are taking over-the-counter and/or prescribed medications, depending on the medication, it may result in a positive test result. Applicants and employees may consult with the MRO for technical information regarding prescription and over-the-counter medications. The MRO will take any information about the applicant or employee’s use of prescription or over-the-counter medication identified from this confidential conversation into account when interpreting any positive confirmed test results.

**Consequences of a Positive Test or Violation of this Policy:** Any violation of this Policy may result in disciplinary action up to and including termination of employment or disqualification of employment, unless otherwise allowed by law. This includes but is not limited to:

1. A confirmed test indicating being under the influence of alcohol or the presence of unlawful used drugs in your system;
2. Refusal to cooperate with the Company in any test, search or investigation, or to execute any paperwork or consent forms necessary for such tests;
3. Possession of, distribution of, or consumption of unlawful drugs, unauthorized alcohol or drug paraphernalia;
4. Tampering with, adulterating, or diluting a test sample; or
5. Unlawful conduct while working. Further, unlawful conduct off duty may result in discipline, up to and including immediate termination of employment or disqualification of employment.

When required by law, employees in violation of this Policy will be allowed to participate in substance abuse rehabilitation.

**Notice and Copy of Results:** All applicants and employees may obtain a copy of their own drug testing records. Requests should be made to Human Resources.

Where required, unless state law provides for a more limited time period, the Company will provide, within thirty (30) days of the test and within seven (7) days of the test result, a copy of the following to an applicant or employee with a positive test result:

1. A copy of the written Drug and Alcohol Policy;
2. A copy of the confirmed result;
3. A notice of the availability of re-testing of the original sample at the individual's expense; and
4. The anticipated disciplinary action.

If state law requires notice only upon an applicant/employee's request, the Company will provide such notice within five (5) workdays of the applicant/employee's request, unless a shorter period is required by law.

**Right to Explain Results:** An applicant or employee may submit a written statement explaining the test result (such as by providing a copy of their medical marijuana card or disclosure of any over-the-counter or prescription medications that may have caused a "false positive"). To do so, the applicant or employee must contact the MRO within seventy-two (72) hours, or within the time period permitted under state law, after receiving the notification of the positive test result from the MRO. Any such statement will be maintained along with the test result.

**Right to Retest:** Employees and applicants have the right to request that, for positive test results, the specimen will be retested at the same or another state approved laboratory. Requests for retesting of the original sample must be made to the MRO in writing, and will be at the applicant or employee's expense, unless otherwise required by law.

**Denial of Other Benefits:** Employees who refuse to submit to a test or test positive for alcohol or unlawful drugs may be disqualified for unemployment compensation benefits. Employees who refuse to submit to a test or test positive for alcohol or unlawful drugs following a workplace injury may be disqualified for workers' compensation benefits in compliance with the applicable state or local law.

**Confidentiality:** The Company will keep information received in connection with this Policy, confidential, except to the extent that disclosure is requested or consented to in writing by the applicant or

employee, permitted in connection with any legal action, or as otherwise required by applicable local, state, or federal law.

**Permissible Consumption:** Alcoholic beverages may be available for consumption at certain business-related events, meetings, and social occasions, as well as industry meetings and conferences. The purchase and/or consumption of alcohol at these events does not violate this Policy. However, you may not be under the influence of alcohol such that judgment and/or job performance is impaired, offensive and/or unprofessional conduct occurs, or other Company Policies are violated.

**Marijuana:** Marijuana remains illegal as a matter of federal law, even where its use has been approved by certain states for recreational or medical use. Because marijuana is federally illegal, the Company at all times strictly prohibits possessing or using marijuana or marijuana products in the workplace, during working time or while working, in/on Company owned or leased premises and in Company owned or leased vehicles. Employees are prohibited at all times from working while impaired by marijuana, including medical marijuana. The Company will take adverse action against any employee based on confirmed positive test results for marijuana (including medical marijuana), when marijuana is in an employee's system or if the employee is working while under the influence of marijuana, to the fullest extent permitted by law.

Subject to any legally mandated or government limitations and subject to any state or local law exceptions such as, in some states, the loss of a monetary or licensing benefits under federal law or regulations: (1) the Company will not refuse to hire an individual or take adverse action against an employee based on the individual's status as a patient who is using medical marijuana in accordance with state law in the location to which an individual applies or where an employee works; or (2) the Company will fully comply with any reasonable accommodation, leave or other obligations with respect to medical marijuana users as may be required under applicable law, as well as with laws imposing employment protections for away from work marijuana use.

**Self-Admission & Asking for Assistance:** The Company encourages any employee with drug and/or alcohol concerns to seek help. An employee's decision to seek help voluntarily (before the individual is asked to submit to a drug and/or alcohol test and/or before the individual is discovered otherwise to have violated this Policy) will not be used as the basis for disciplinary action, although the individual may be transferred, given work restrictions, or placed on leave, as appropriate. Please be aware that the decision to seek treatment will not excuse or protect individuals from the consequences of failing to meet performance expectations or for engaging in Policy violations. Please see Human Resources for more information. In addition, employees who have questions or need information on drug or alcohol abuse can contact the following organizations:

- The National Institute on Drug Abuse Hotline: 800-662-HELP (4357);
- Cocaine Addiction Hotline: 800-COCAINE (262-2463); or

- Alcoholics Anonymous: Check [www.aa.org](http://www.aa.org) for your local chapter.

Where applicable, the Company will provide employees with information regarding any resource files it is required to maintain by law.

**Employee Assistance Program:** Full-time employees with drug and/or alcohol concerns may take advantage of the Confidential Employee Assistance Plan (“EAP”) at no charge. The EAP offers professional counseling and consultation that can help you take steps toward problem resolution for a full range of personal concerns such as substance abuse issues, financial counseling, mental health issues, etc. Services are confidential and the EAP will not inform the Company about your use of the EAP or information discussed.

**Drug Conviction:** Employees must notify the Company of any criminal drug statute conviction for a violation occurring within the workplace no later than five (5) days after the conviction.

**Enforcement:** This policy will be interpreted and enforced in compliance with applicable law. Where required by law, additional notices will be provided to the applicant or employee.

# **THE BEGINNING OF YOUR EMPLOYMENT**

## **INTRODUCTORY PERIOD**

For every new employee, the introductory period of employment is a trial period for both you and the Company. The introductory period is the first ninety (90) calendar days of employment. During this time, you are able to learn about the Company, your job, and your new surroundings. At the same time, the Company will review your job performance, attitude, and overall interest in your job among other factors, and then make a decision concerning your continued employment. You remain an at-will employee both during and after completion of your introductory period.

## **VERIFICATION OF EMPLOYMENT ELIGIBILITY**

The Federal Immigration Reform and Control Act of 1986 requires employers to verify the legal working status of all employees hired on or after November 7, 1986. The Act makes it unlawful to hire anyone who is (1) not a U.S. citizen, or (2) an alien who does not have the legal right to be employed in the United States. All employees will be required to complete Form I-9 and provide current documentation from time to time, as required by law. The Company uses E-Verify to check employment eligibility for all employees, where applicable, as required by law.

## **EMPLOYEE STATUS**

Regular, full-time employees have completed the introductory period and are normally scheduled to work thirty (30) hours or more per week.

Regular, part-time employees have completed the introductory period and are scheduled to work fewer than thirty (30) hours each week on a consistent basis.

Temporary, Seasonal, and Intern employees are scheduled for various hours per week or weeks during the year, but are employed only on a short-term, temporary, or special project basis.

For the purposes of family and medical leave, insurance and certain other benefits, eligibility requirements may depend on your employment status. Not all employees are eligible for all benefits. Insurance plan documents or applicable law will control benefit eligibility. If you have any questions concerning your status or the benefits for which you qualify, please contact Human Resources.

## **WORK SCHEDULE**

The Company's office is open for business from 7:00 a.m. to 9:00 p.m. (Eastern Time), every day of the week. Your manager will set your schedule in accordance with the Company's business needs. Your schedule is subject to change at any time.

Employees will generally receive a 30-minute meal break per shift. Meal and rest periods are generally taken on a staggered schedule set by your manager, to meet business and customer needs, in accordance with applicable state law.

Meal breaks are typically unpaid for non-exempt employees; such employees are prohibited from performing any work during their meal and rest breaks. In the event a non-exempt employee must work over their meal period, they must seek pre-approval from their supervisor and should record any such time on their time record. The Company will only allow employees to waive their meal period where allowed by law.

Neither the meal or rest breaks may be used to account for an employee's late arrival or early departure or to cover time off for other purposes without express approval from an employee's supervisor.

For our non-exempt employees, while you are allowed to enter the Company up to approximately thirty (30) minutes before your work schedule starts, you should not perform any work before your normal schedule begins. Do not begin work and do not clock in more than ten (10) minutes before your normally scheduled shift. Likewise, stop work and clock out no more than ten (10) minutes after the end of your scheduled shift. In either instance, do not perform work unless you are "on the clock." Deviation from your normal work schedule must have prior approval from your supervisor.



# COMPANY BENEFITS

## *PAY AND PAID TIME OFF*

### YOUR PAY

The Company pays you every Friday via direct deposit where you've authorized us to do so. Employees are paid each week for work completed in the previous work week. If a pay day falls on a holiday, the Company will pay you on the previous business day. Employees who prefer to receive paper checks are responsible for picking up their own paycheck on the normally scheduled payday if they do not participate in direct deposit. If you are absent on payday, you may authorize in writing for someone else to pick up your paycheck. The Company will only release paychecks to individuals who present a signed authorization and proper identification.

The Company may make deductions from your pay for different reasons. For example, we are required by law to deduct certain amounts for taxes, Social Security, garnishments, etc. Likewise, you may authorize us to make deductions for benefit premiums, 401(k), etc. For our exempt employees, we do not make deductions for the quality or quantity of work, except as allowed by law.

If you believe that a deduction has been made to your pay in error, promptly notify Human Resources. The Company will investigate your pay and deductions. We will not penalize you for reporting a suspected error and will reimburse you for any improper deduction made. Any deductions made will be in a manner consistent with applicable federal and state laws.

The Company does not make loans or pay advances to employees.

### PAID HOLIDAYS

To best serve our customers, we often may be required to work on days near a holiday or sometimes on a holiday. Your manager will set your schedule in accordance with customer needs. Regular employees enjoy the following paid holidays whenever the holiday falls on a regular workday:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Floating Holiday\*

\*All regular employees receive one (1) Floating Holiday per year which can be used for any purpose. The holiday may only be taken in a full-day increment. Employees must use the Floating Holiday during the year and cannot carry over an unused Floating Holiday from one year to the next.

Holiday pay is paid at the employee's normal rate of pay for the average number of hours worked in a day, up to a maximum of eight (8) hours.

Employees who are absent without the Company's written approval on the scheduled workday before or after the holiday becomes ineligible for holiday pay. If a holiday falls during your vacation, you may arrange with your manager to take an alternate day off or receive pay for the holiday.

When an hourly employee is required to work on a paid holiday, the employee will receive holiday pay and pay for hours actually worked. Should a holiday fall on a weekend, the holiday will be observed on the workday closest to the holiday, as determined by the Company.

### **PAID TIME OFF (PTO)**

Rather than offering a set amount of paid time off for vacation, sick and personal time, the Company offers a "Paid Time Off" ("PTO") program so that each eligible employee may decide how to allocate their paid time away from work. In some circumstances, federal, state, or local laws require that employees be provided time off that may specifically be used for paid sick and safe time purposes. However, the Company also recognizes that not all employees will need to take time off from work for those reasons. Our PTO program provides eligible employees with far greater flexibility in taking paid time off from work. Under the PTO program, you decide, with your manager's approval, when and how you wish to use your PTO hours. PTO is the only type of paid time away from work that the Company offers.

**Eligibility for PTO:** All regular, full-time, and part-time employees are eligible for PTO. Temporary employees, seasonal employees, and interns are not eligible for PTO under this policy but may be provided paid sick and safe time to the extent required by applicable law.

**Use of PTO:** Employees begin accruing PTO at the start of employment and may begin using PTO after completing ninety (90) days of employment, unless otherwise required by applicable law.

**Benefit Year:** PTO is earned based on the calendar year ("Benefit Year").

**Accrual Rate:** The amount of PTO you accrue depends upon your length of service with the Company and your full-time or part-time status:

All regular <u>full-time</u> employees are eligible for PTO according to the accrual schedule below:		
Length of Service	PTO Hours Accrued Per Weekly Pay Period Worked	Maximum PTO Per Year
Year 1 (months 1-12)	1.54 hours	10 days (80 hours)
Year 2-4 (months 13-48)	2.31 hours	15 days (120 hours)
Year 5+ (months 49+)	3.08 hours	20 days (160 hours)

All regular <u>part-time</u> employees are eligible for PTO according to the accrual schedule below:		
Length of Service	PTO Hours Accrued Per Weekly Pay Period Worked	Maximum PTO Per Year
Year 1 (months 1-12)	0.77 hours	6.5 days (40 hours)
Year 2-4 (months 13-48)	1.15 hours	10 days (60 hours)
Year 5+ (months 49+)	1.54 hours	13 days (80 hours)

If applicable law requires us to provide you a greater amount of PTO based on the number of hours actually worked per pay period, we will provide you with any additional PTO required by law.

PTO only accrues based on actual hours worked. PTO does not accrue while you are on any type of paid or unpaid leave, unless required by law.

**Purposes for PTO:** Employees may use PTO for vacation, illness, injury, routine medical appointments, school conferences, death of a family member, other personal reason, and any other reason allowed by law.

**Carry Over of PTO:** Employees may carry over earned unused PTO from one Benefit Year to the next, up to a maximum of five (5) days or 40 hours, unless applicable law requires otherwise. Additionally, any unused PTO not able to be carried over will NOT be paid to you and will be forfeited.

**PTO Pay:** PTO is paid at your base salary or base hourly rate of pay effective at the time you begin PTO leave. Please see Human Resources for detailed information regarding PTO compensation based on your pay plan.

**PTO Increments:** To the extent permitted by applicable law, for non-exempt employees, PTO must be taken in minimum in half-day or full-day increments. Likewise, unless otherwise required by applicable law, exempt employees may request PTO in full day increments only. The amount of PTO hours requested should not exceed the number of hours in a regularly scheduled shift.

**Requesting PTO:** Employees must submit PTO requests through our online system. Where the need for PTO is foreseeable, employees must request PTO as far in advance as possible (at a minimum, at least four (4) weeks in advance), unless otherwise required by applicable law. Where the need for PTO is unforeseeable, employees must request PTO as soon as practicable, no later than the start of their shift.

Generally, length of service will determine priority in scheduling time away from work. The Company will decide in its sole discretion whether to grant PTO. All PTO requests are subject to manager approval, department staffing needs, and established departmental procedures. Managers have the authority to deny PTO requests.

**Medical Certification:** Except where prohibited by law, the Company may require you to provide appropriate medical documentation, including a doctor's release when your absence is due to an

illness, injury or doctor's visit. Likewise, where allowed by law, the Company may also require you to present a doctor's note before returning to work. The Company will maintain the confidentiality of all medical documentation provided in connection with PTO as required by law.

**Advancement of PTO:** Employees may use PTO before it is accrued with prior approval from Human Resources if requesting an advancement of two (2) days or less. Employees requesting advancement of three (3) days of PTO must obtain pre-approval from the CEO or President. However, in no event may an employee accrue a negative balance of more than three (3) days. Further, the amount of PTO hours requested for the year should not exceed the amount of PTO hours to be accrued within that year. The employee will be responsible for re-payment of any PTO not accrued at the end of their employment, to the extent allowed by law.

**Failure To Return After PTO Leave:** Any employee who fails to return to work as scheduled after PTO leave, or exceeds their PTO benefit, will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence.

**Unexcused Absences:** Employees cannot use PTO for unexcused absences.

**If You Leave the Company:** Employees are **NOT** eligible for payment of unused PTO at the end of employment, unless otherwise required by state law.

**Interaction with other Leaves:** PTO may run concurrent with Federal Family and Medical Leave and/or any other leave, to the extent allowed by law.

**State and Local Compliance:** This policy is provided to comply with the Company's obligation to provide paid sick and safe time to employees and is designed to be the exclusive process used to compensate employees who are eligible for mandatory paid sick and safe time under applicable law. PTO-eligible employees may use their PTO for paid sick and safe time pursuant to the provisions of this policy and will not be provided an additional time off benefit.<sup>1</sup>

This policy is intended to meet or exceed the requirements of all relevant federal, state, county and local laws and regulations. In the event that any provision of this policy conflicts with applicable laws and regulations, the applicable laws and regulations will govern. Employees should review their State Supplement to the Employee Handbook for additional information.

**Additional Information:** The Company reserves the right to modify, amend, suspend, or discontinue this policy at any time without prior notice. The Company has the exclusive right to interpret this policy. Employees who have questions about the Paid Time Off policy should contact Human Resources.

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<sup>1</sup> The Company provides eligible employees with PTO that can be used as paid sick and safe time and public health emergency leave in accordance with the requirements of Colorado's Healthy Families and Workplaces Act ("HFWA"). The Paid Time Off Policy provides paid leave that is in at least an amount of hours and with pay sufficient to satisfy the HFWA. PTO-eligible employees may use their PTO for all of the same purposes covered by the HFWA and under all the same conditions as the HFWA, pursuant to the provisions of this policy, and will not be provided an additional time off benefit.

## ***INSURANCE AND RETIREMENT BENEFITS***

The Company offers a comprehensive benefits package for eligible employees and their dependents. Eligible employees will receive Summary Plan Description booklets and other materials relating to the Company's benefit plans, as required by law. In the event of a conflict, the insurance contract or plan documents will prevail over other documents, including this Handbook. You may obtain assistance or additional information regarding this benefit from Human Resources.

### **MEDICAL INSURANCE**

We make medical insurance available to eligible, regular, full-time employees on the first of the month following sixty (60) days of employment. The Company currently pays part of the cost of your individual insurance. Premiums may be paid through automatic payroll deductions on a pre-tax basis. Employees may elect to add dependent coverage, if desired. The premium for dependent coverage is deducted through payroll on a pre-tax basis. Premiums and benefits are subject to change, and you may be responsible for paying future increases. Additional information regarding this benefit may be obtained from Human Resources or the annual benefits guide.

The Company's medical plans provide the type of medical insurance needed to protect our employees and their families. We all must recognize that the cost of our medical plans is based upon how much they are used. Therefore, we all must be conscientious of unnecessary plan use. Our combined efforts will help to keep the cost of our health care down and enable us to continue to provide this very valuable benefit.

### **DENTAL INSURANCE**

We make available dental insurance for regular, full-time employees on the first of the month following sixty (60) days of employment. Premiums may be paid through automatic payroll deductions on a pre-tax basis. Employees may elect to add dependent coverage, if desired. The premium for dependent coverage is deducted through payroll on a pre-tax basis. Premiums and benefits are subject to change, and you may be responsible for paying future increases. Additional information regarding this benefit may be obtained from Human Resources or the annual benefits guide.

### **VISION INSURANCE**

On the first of the month following sixty (60) days of employment, regular, full-time employees may elect to participate in the Company's vision insurance program. Premiums may be paid through automatic payroll deductions on a pre-tax basis. Employees may elect to add dependent coverage, if desired. The premium for dependent coverage is deducted through payroll on a pre-tax basis. Premiums and benefits are subject to change, and you may be responsible for paying future increases. Additional information regarding this benefit may be obtained from Human Resources or the annual benefits guide.

## **LIFE INSURANCE AND AD&D**

Basic amounts of life insurance and accidental death and dismemberment insurance are provided to regular full-time employees on the first of the month following sixty (60) days of employment at no cost to the employee. In addition, you may choose to purchase supplemental amounts of voluntary life insurance and accidental death and dismemberment insurance for you, your spouse, or your dependent children. The premium for supplemental voluntary life insurance and accidental death and dismemberment insurance is deducted through payroll on a pre-tax basis.

## **401(K) PLAN**

The Company has established and maintains a 401(k) plan to allow eligible regular employees a tax-leveraged means of supplementing their retirement planning. The Company currently pays for administration of this plan, which is funded entirely by employee contributions. Regular full-time and part-time employees are eligible to enroll in the plan on the first of the month following ninety (90) days of employment.

The Company provides employees covered by its plans with Summary Plan Description booklets and other materials regarding retirement plans, as appropriate. You may obtain assistance or additional information regarding this benefit from Human Resources.

## **DISABILITY INSURANCE**

The Company makes available disability benefits for eligible, full-time employees on the first day of the month following sixty (60) days of employment:

- Long-Term Disability (LTD): The Company provides LTD benefits and pays for 100% of the employee's premium.
- Short-Term Disability (STD): The Company makes available STD benefits to employees who voluntarily elect to participate. Employee premiums are deducted from the employee's paycheck on a pre-tax basis.

We encourage our employees to enroll in our disability and other voluntary insurance programs. You may obtain additional information through Human Resources. For specific details concerning eligibility and coverage, please be sure to consult the insurance contracts themselves.

## ***OTHER BENEFITS FOR YOU***

### **COBRA**

You, your spouse, and your dependents who participate in the Company's group health plan, may be eligible for eighteen (18) to thirty-six (36) months of benefits continuation. Eligibility for this benefit continuation under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") is triggered by a *qualifying event* such as a reduction in hours of employment, divorce, or termination for reasons other than gross misconduct, and is subject to policy terms and conditions and applicable legal guidelines.

Should you, your spouse, or your dependents covered under our group health plan become eligible for this continuation coverage, you must indicate whether you elect to participate in this plan within a certain amount of time from the date of the qualifying event. Otherwise, your group health benefits will end. If you have any questions regarding your eligibility or how benefit continuation works, please see Human Resources.

### **GYM FACILITIES**

The Company supports employee wellness by providing an on-site gym facility and a personal trainer at the corporate office location, free of charge. All active full-time and part-time employees who have reviewed and attested to the "Hold Harmless Agreement" are permitted to use this benefit at the corporate office location. Per our Hold Harmless Agreement, the Company is not responsible for illness or injuries sustained from use of our gym facilities.

Use of our facilities is entirely voluntary. Employees are prohibited from performing work while using our gym facilities. Non-exempt employees should only use the gym facilities during non-working time (before or after work, during meal periods, etc.). Also, note that voluntary off-duty injuries that occur during recreational or athletic activities are not generally covered by workers compensation.

The availability of the Personal Trainer may vary and is not guaranteed. Use of the Personal Trainer should be scheduled by the individual employee and should not interfere with the employee's work schedule. All employees are expected to refer and abide by the rules and regulations posted in the gym areas.

### **REASONABLE ACCOMMODATIONS/PREGNANCY ACCOMMODATIONS**

To assist our employees who are or become disabled, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition (including, but not limited to breastfeeding), we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Under this policy, we may modify job duties to comply with medical requirements or restrictions. Depending upon the specific facts and circumstances of each situation, an accommodation may include modification of work hours; schedule changes; more frequent or longer break periods, such as bathroom breaks; providing a place other than a bathroom for expressing milk; modifying Company food or drink policies; seating accommodations; limits on lifting; relocation of

work areas; making existing facilities readily accessible and usable; providing mechanical or electrical aids; transfer to a less strenuous or less hazardous position; appropriate adjustment or modifications of examinations, training materials or policies; allowing you to apply for a vacant position for which you are qualified; or granting a leave of absence. Similarly, we will make reasonable accommodations for religious beliefs and practices.

Obviously, there are limits to the accommodations which we can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place them in a particular position.

If you need to request a reasonable accommodation because of a disability, on-the-job injury, or limitation due to pregnancy, childbirth, or a related medical condition, please notify Human Resources. Likewise, if you need an accommodation for religious holidays, beliefs or practices, notify Human Resources. In all instances, we will promptly discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you, and if necessary, discuss alternative accommodations that may be provided.

The Company will not require any employee to accept an accommodation if the employee does not have a known limitation or that is unnecessary to performing the essential functions of their job. Further, the Company will not require any employee to take leave if another reasonable accommodation is available.

The Company may require you to provide a certification from your health care provider concerning the need for a reasonable accommodation, to the extent allowed by law.

Any employee who has questions or concerns about reasonable accommodations in the workplace, is encouraged to report these issues to the attention of Human Resources. You can raise concerns and make reports and/or requests without fear of reprisal. The Company does not discriminate or retaliate against any employee for requesting or using a reasonable accommodation. Anyone who retaliates against an employee for reporting concerns, making an accommodation request, or using an accommodation, will be subject to discipline, up to and including immediate termination.

### **SOCIAL SECURITY INSURANCE**

Pursuant to the Federal Insurance Contributions Act, the Company deducts a percentage of your pay, matches it with an amount from the Company, and sends it to Social Security. If you are not familiar with this insurance, please check with your local Social Security office.

### **TRAINING AND EDUCATIONAL ASSISTANCE**

The Company provides periodic in-house training programs for qualified employees. In addition, regular, full-time employees may be considered to attend training programs that will benefit the Company



or enable them to improve their job proficiency with the Company. Financial assistance for such training programs is provided at the discretion of the Company and may include tuition, books, and supplies.

Advance approval by Human Resources is required before beginning any training program. Reimbursement is paid upon successful completion of any pre-approved program. From time to time, Human Resources may impose other requirements or conditions for receiving this benefit.

### **WORKERS COMPENSATION**

Workers Compensation is required by state law and is paid entirely by the Company. Workers' Compensation protects you in the event of occupational injury or sickness. **You must** report any on-the-job accident as soon as reasonably possible, no matter how small, to Human Resources.

## ***TIME AWAY FROM WORK***

### **BEREAVEMENT LEAVE**

The Company provides regular, employees with up to three (3) days paid bereavement leave due to the death of an immediate family member. For purposes of this policy, “immediate family member” includes your spouse, domestic partner, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson, stepdaughter, child for which the employee is the legal guardian, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, or daughter-in-law.

If you are notified of a death in your immediate family while at work, you will be paid for the remainder of the scheduled hours that day, and the three (3) day eligibility for paid bereavement leave will not begin until the next regularly scheduled workday which is lost.

All time off in connection with the death of one of the above-listed individuals should be organized with Human Resources. The Company may require documentation supporting an employee’s need for bereavement leave.

### **CIVIC RESPONSIBILITIES**

We encourage you to accept your civic responsibilities. As a good corporate citizen, we are pleased to assist you in the performance of your civic duties.

**Jury Duty:** If you receive a call to jury duty, please notify your manager immediately so that we can plan our work with as little disruption as possible. The Company provides employees with paid leave while on jury duty.

Employees with jury duty must provide their manager with a copy of the subpoena. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their manager as soon as possible and report to work if necessary.

**Court Attendance and Witness Duty:** The Company provides employees with unpaid leave when necessary to prepare for and/or participate in court proceedings when required by law. If you need leave for court attendance and/or you are subpoenaed to appear as a witness, please notify your manager immediately so we can plan our work with as little disruption as possible. We do not pay employees who are subpoenaed to appear as witnesses unless the witness duty is work related.

Employees with witness duty must provide their manager with a copy of the subpoena. Employees who are released from witness service before the end of their regularly scheduled shift are expected to call their manager as soon as possible and report to work if requested.

**Voting:** Although polls are open most of the day, we realize that in some instances our employees are required to work overtime and may find that these hours are insufficient to get to the polls. If you have a problem in this regard, please let your manager know so that we can make arrangements for you to have the necessary time to get to the polls. The Company will generally provide you with up to two (2) hours unpaid leave to vote, unless otherwise required by law.

### **FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period, depending on the reason(s) for the leave.

**FMLA Questions or Concerns:** While our FMLA policy provides a great deal of information, FMLA still can be a confusing process. If you have questions or concerns about your eligibility for FMLA, or if you believe that your manager or Company contact is not properly handling FMLA, immediately report the question or concern to Human Resources.

**Employee Eligibility:** To be eligible for FMLA leave, you must:

1. Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
2. Have worked at least one-thousand two hundred and fifty (1,250) hours for the Company over the preceding twelve (12) months; and
3. Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the Uniformed Services are counted in determining FMLA eligibility.

**Conditions Triggering Leave:** FMLA leave may be taken for the following reasons:

1. Birth of a child, or to care for a newly born child (up to twelve (12) weeks). Such time is available regardless of sex or gender.
2. Placement of a child with you for adoption or foster care (up to twelve (12) weeks); Such time is available regardless of sex or gender.
3. To care for an immediate family member (your spouse, child or parent) with a serious health condition (up to twelve (12) weeks).

4. Because of a serious health condition that makes you unable to perform your job (up to twelve (12) weeks).
5. To care for a covered service member with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks).
6. To handle certain qualifying exigencies arising out of the fact that your spouse, son, daughter or parent is on covered active duty or call to covered activity duty status in the Uniformed Services (up to twelve (12) weeks).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks with one (1) exception. For leave to care for a covered service member, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks.

**Definitions:** A *Serious Health Condition* is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) 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 or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

**Identifying the 12 Month Period:** The Company measures the twelve (12) month period in which leave is taken by the "rolling" twelve (12) month method, measured backward from the date of any FMLA leave with one (1) exception. For leave to care for a covered service member, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

**Using Leave:** Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of you or your immediate family member, or in the case of a covered service member, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Company's operations.

**Use of Accrued Paid Leave:** Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as PTO), concurrently with some or all of your FMLA leave. To substitute paid leave for FMLA leave, an eligible employee must comply with the Company's normal procedures for the applicable paid leave policy (e.g., call-in procedures, advance notice, etc.)

**Maintenance of Health Benefits:** If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

**Notice and Medical Certification:** When seeking FMLA leave, you are required to provide:

1. Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include: (1) you are unable to perform job functions; (2) a family member is unable to perform daily activities; (3) the need for hospitalization or continuing treatment by a health care provider; or (4) circumstances supporting the need for military family leave. You must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided thirty (30) days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the Company's normal call-in procedures, absent unusual circumstances;

2. Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

4. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

**Employer Responsibilities:** The Company will inform you of pertinent information relating to FMLA leave.

**Eligibility.** To the extent required by law, the Company will inform you whether you are eligible under the FMLA. Should you be eligible for FMLA leave, the Company will provide you with a notice that specifies any additional information required as well as your rights and responsibilities. If you are not eligible, the Company will provide a reason for the ineligibility.

**Qualifying Leave.** The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify you.

**Job Restoration:** Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

**Failure To Return After FMLA Leave:** Any employee who fails to return to work as scheduled after FMLA leave or exceeds the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), will be subject to the Company's standard leave of absence and attendance policies. Failure to return may result in termination if you have no other Company-provided leave available that applies to your continued absence and the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

**Other Employment:** The Company generally prohibits you from holding other employment that is inconsistent with the need for leave. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination.

**Fraud:** Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

**Employers' Compliance with FMLA and Employee's Enforcement Rights:** FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages you to bring any concerns or complaints about compliance with FMLA to the attention of Human Resources, FMLA regulations require us to advise you that you may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### **MILITARY-RELATED FMLA LEAVE**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two (2) forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

**Definitions:** A *covered service member* is either: (1) a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A *covered veteran* is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009, and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of *serious injury or illness* for current service members and veterans are distinct from the FMLA definition of *serious health condition*. For current service members, the term serious injury or illness means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating;

2. A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (“VASRD”) of fifty percent (50%) or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave;
3. A physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

*Qualifying exigencies* include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

**Military Caregiver Leave:** Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent or next of kin of the covered service member. *Next of kin* means the nearest blood relative of the service member, other than the service member’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the service member has specifically designated, in writing, another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave Policy.

An eligible employee may take up to twenty-six (26) work weeks of Military Caregiver Leave to care for a covered service member in a single twelve (12) month period. The single twelve (12) month period begins on the first day leave is taken to care for a covered service member and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) work weeks of Military Caregiver Leave during this single twelve (12) month period, the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered service member, and/or for each and every serious injury or illness of the same covered service member. A total of no more than twenty-six (26) work weeks of Military Caregiver Leave, however, may be taken within any single 12-month period.



Within the single twelve (12) month period described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave, including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of yourself or close family member, or a qualifying exigency). For example, during the single twelve (12) month period, an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered service member when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from you and/or covered service member and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding your eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Qualifying Exigency Leave:** Eligible employees may take unpaid *Qualifying Exigency Leave* to tend to certain exigencies arising out of the covered active duty or call to covered active-duty status of a military member (i.e., your spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a single twelve (12) month period.) Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above.) You must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include: active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States, pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment:** To address any issue that arises out of short notice (within seven (7) days or less) of an impending call or order to covered active duty.

2. **Military events and related activities:** To attend any official military ceremony, program, or event related to covered active duty or call to covered active-duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities:** To arrange for alternative childcare, to provide childcare on an urgent, immediate need basis, to enroll in or transfer to a new school or daycare facility; or to attend meeting with staff at a school or daycare facility.
4. **Financial and legal arrangements:** To make or update various financial or legal arrangements, or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling:** To attend counseling (by someone other than a health care provider) for yourself, for the military member, or for a child or dependent, when necessary, as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation:** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) calendar days of leave for each instance of rest and recuperation.
7. **Post-deployment activities:** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the military member's active-duty status. This also encompasses leave to address issues that arise from the death of a military member while on active-duty status.
8. **Parental care:** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step or foster father or mother, or any other individual who stood *in loco parentis* to the military member when the member was under eighteen (18) years of age.
9. **Mutually agreed leave:** Other events that arise from the military member's duty under a call or order to active duty, provided that the Company and you agree that such leave will qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty, rest and recuperation orders, or other military documentation indicating the appropriate military status and the dates of active-duty status, along with a statement setting forth the nature and details of the specific exigency. You also must submit the amount of leave needed and your relationship to the military member. All necessary documentation must be submitted to Human Resources within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with,

the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

**Limited Nature of This Policy:** This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The Company may modify this or any other policy as necessary in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

**Failure To Return From Leave or To Comply With Company Policy:** You may be subject to immediate termination for:

1. Failing to return to work as scheduled following the end of a leave;
2. Providing false or misleading information or omitting certain information in connection with a leave;
3. Violation of any of the Company's rules and regulations relating to leave; or
4. Violation of any Company policy or performance standard.

**Workers' Compensation:** If you are away from work due to a Workers' Compensation injury or illness and are also eligible for FMLA, the two types of leave will run concurrently.

### **MILITARY LEAVE**

The Company allows you unpaid time off from work to fulfill military duties. You should notify Human Resources and provide the Company with a copy of the orders as soon as possible. We ask that you be sensitive to the Company's needs when scheduling military duty or training.

### **BREAKS FOR NURSING MOTHERS**

The Company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for her infant child up to one (1) year of age, except where state law requires a more extended period. The break time should, if possible, be taken concurrently with other break periods already provided. Break times will be paid where required by law. The Company will also make reasonable efforts to provide the use of a room or other location in close proximity to the employee's work area to express milk in private.

### **STATE LEAVE LAWS**

Where a particular state gives you additional leave rights, we will comply with those laws. If you need time away from work for any reason, please check with Human Resources.

## COMPANY POLICIES AND PROCEDURES

This section of the Handbook discusses your responsibilities to the Company, your co-workers, our customers and third parties who interact with our Company. Please thoroughly familiarize yourself with these policies and apply them in your work. Compliance with these policies will help ensure a more efficient, productive, and pleasant atmosphere for you, your co-workers, our customers and third parties who interact with our Company.

### **ABSENTEEISM AND TARDINESS**

Each of our employees plays an important role in getting the day's work done. Absenteeism or tardiness, even for good reasons, interferes with our ability to operate and to satisfy our customers' needs. **Therefore, any absenteeism, tardiness, or failure to follow the attendance policy procedures may result in discipline, up to and including immediate termination as well as possible denial of employment benefits.**

If you are going to be late or absent from work for any reason, you must personally notify your manager as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your manager as soon as possible. Failure to notify your manager may result in immediate termination. If you are absent for more than one (1) day, you must call in for each day of absence unless you have been approved for a leave of absence.

Failure to report to work for two (2) consecutive scheduled workdays without notifying the Company ("no call no show") may result in immediate termination.

When your absence is due to an illness or doctor's visit, the Company may require you to provide appropriate medical documentation, including a doctor's release.

### **STANDARDS OF CONDUCT AND PERFORMANCE**

This Company has certain policies and rules that govern the conduct and performance of its employees. The Company's Standards of Conduct and Performance include the following:

- Giving proper, advance notice to the supervisor whenever unable to work or report on time;
- Informing the supervisor if leaving work earlier than scheduled end time;
- Treating all customers, visitors, and fellow employees in a courteous manner;
- Refraining from behavior or conduct deemed unprofessional or offensive; and
- Performing assigned tasks efficiently and in accordance with the Company's established quality standards.

We also have established some other basic work rules that should not be violated. **Violation of these or similar rules may result in discipline, up to and including immediate termination.**

**Absenteeism or Tardiness:** When you fail to report to work as scheduled, it makes it more difficult for us to serve our customers. Every employee plays an important role in our operation, and your absence or tardiness places an unnecessary burden on fellow employees. You are expected to report to work on time, as scheduled. Likewise, unauthorized early departure and/or unauthorized extension of meal or rest breaks is also prohibited.

**Breach of Confidentiality or Security:** Because of the nature of our work, we cannot tolerate any breaches of our security measures or of our confidential business relationships.

**Conflict of Interest:** You must not engage in activities that are or create a conflict of interest or the appearance of such a conflict. We prohibit you from transacting any business that competes with the Company. If you think that you may have such a conflict, you must notify Human Resources immediately. Conflicts of interest may include things like:

- Some outside employment (e.g., being employed by, or acting as a consultant to a competitor or potential competitor, supplier or contractor, carrier, adjusting company or customer, etc.);
- Financial interests with a customer, vendor, suppliers or competitor;
- Exploiting your position, inside knowledge or Company access for personal gain;
- Serving as a board member for another commercial entity or organization;
- Unauthorized disclosure or use of proprietary Company information; and
- Unauthorized disclosure or use of information about customers, vendors or business partners.

**Company Premises:** You are allowed on Company premises only during your scheduled work hours, unless otherwise authorized by your manager, or subject to any legal rights you may have to the contrary.

**Damage to Property:** We have made a tremendous investment in our facilities and equipment to better serve our customers and to make your job easier. Deliberate, reckless, or careless damage to Company property or our customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies and may be deducted from the responsible employee's pay to the extent allowed by applicable law.

**Disclosure of Criminal Charges or Convictions:** Every employee or contractor is required to disclose to Human Resources if they have been charged with or convicted of any felony or any misdemeanor involving violence, dishonesty, or breach of trust within one business day of such charge or conviction.

**Fighting, Threats or Weapons:** We do not allow fighting or any other actions that could physically injure a customer, fellow employee, or member of the public, regardless of where such words or actions occur. We also do not allow the possession of weapons of any kind in Company vehicles, in our facilities or on your person at any time while you are working.

**Fraud, Dishonesty or Maliciously False Statements:** Employees and applicants cannot maliciously falsify or make intentional misrepresentations of fact on or about any customer documents, employment applications, resume, document establishing identity or work status, medical record, insurance form, invoice, paperwork, timesheet, timecard, expense report, or any other document. If you observe or are aware of such a violation, please report it to Human Resources.

**Gambling:** You may not engage in any form of gambling on Company systems, Company premises or Company time.

**Gifts or Gratuities:** You may not accept any gift or gratuity of any kind from customers, vendors, suppliers or third parties without the express written authorization of Human Resources.

**Harassment:** Our No Harassment Policy, which we have set forth in detail in this Handbook, strictly prohibits harassment based on race; color; religion; genetic information; national origin; sex; sexual orientation; gender identity; pregnancy, childbirth, or related medical conditions; age; disability or handicap; citizenship status; service member status; or any other category protected by federal, state, or local law.

**Injuries and Accidents:** Every job-related injury, no matter how slight, must be reported to Human Resources as soon as reasonably possible for first aid treatment or medical care. If you have a job-related injury/accident, you must see a workers compensation approved doctor. We may require that you present a doctor's release before returning to work.

**Insubordination:** We all have duties to perform and everyone, including your manager, must follow directions from someone. You must not refuse to follow the lawful directions of a manager or member of management. If you have any concerns about following the instruction of your manager, you should raise that concern with another member of management.

**Misuse of Property:** You may not misuse or use without authorization, any equipment, vehicle or other property of customers, vendors, other employees, or the Company.

**Poor Performance:** We expect all employees to make every effort to learn their job and to perform at a satisfactory level. Employees who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.

**Professionalism:** We expect our employees to act with professionalism and to assist us in maintaining excellent quality of services to our customers.

**Sleeping or Inattention:** To protect the safety of all employees and to properly serve our customers, everyone needs to be fully alert while on the job. We cannot tolerate sleeping or inattention on the job.

**Solicitation or Distribution:** In the interest of maintaining productivity and a proper business environment, you may not solicit or distribute literature or other materials during the working time of any employee involved. You may not distribute literature or other material in working areas, at any time, whether or not you are on working time. For just some examples, non-working time would be lunch or break, and a non-working area would be the break room.

**Substance Abuse:** We will not tolerate substance abuse. **Employees who test positive for the presence of illegal or abused drugs or alcohol are subject to discipline, up to and including immediate termination.**

**Theft:** Our society has laws against theft and so do we. Stealing or attempting to steal Company property or property belonging to others is strictly prohibited. To protect you, your co-workers, and the Company, we may inspect all purses, briefcases, packages, lockers, toolboxes, desks, cabinets, Company vehicles and any other containers or items on Company property. If you wish to remove any Company property from the premises, you must obtain written permission in advance from Human Resources.

**Unlawful Activity:** You should not engage in any unlawful or unethical activity, including but not limited to activity either on Company property, a job site, or off the job.

**Unsafe Work Practices:** We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries, and therefore, are prohibited.

**Violation of these or similar rules may lead to discipline, up to and including immediate termination.**

Obviously, this list is not all inclusive and there may be other circumstances for which you may be disciplined or terminated. If you have any questions about these rules, or what we expect of our employees, please discuss them with Human Resources.

Nothing in these Standards of Conduct and Performance or Handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act, including, but not limited to the right to engage in concerted activity for the purposes of mutual aid and/or protection. Nothing in this Handbook will be interpreted, applied, or enforced to interfere with, restrain or coerce you in the exercise of your Section 7 rights.

## **ETHICAL BUSINESS PRACTICES**

We expect the highest standard of ethical conduct and fair dealing from each employee and member of management. Our reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our suppliers, customers and community. You should always be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. If you have any questions about this policy, consult your supervisor or manager. Exceptions to this policy may be made only by the CEO.

## **JOB RESPONSIBILITIES**

To best serve our customers, we expect and require you to do a variety of tasks from day-to-day. Where possible, we attempt to cross-train you so that you can perform as many tasks as possible. This practice allows us to achieve maximum efficiency.

Whenever customer service needs require us to assign you to a new task, either temporarily or permanently, we will provide additional training, if necessary.

From time-to-time, we may publish lists of tasks to be performed by you as part of your job. These lists are only guidelines intended to facilitate communications with you and should not be viewed as an exhaustive listing of a particular employee's job requirements.

All of our employees are responsible for compliance with the various federal, state, or local laws that apply to and regulate their job duties.

The Company likes to promote and fill open positions from within when possible. If you are interested in a different position within the Company, be sure to let your management team know well in advance. You do not need to wait for an opening to share this information with us. Be sure to keep your management team informed about your professional development and your goals for your employment. Please provide your management team with a written statement of your goals so that we can discuss your qualifications and development, as well as keep you in mind for open positions.

## **OUTSIDE EMPLOYMENT**

The Company considers other employment or "moonlighting" impractical given your full-time duties here. You should be careful that extra hours of work do not affect the safe performance of your regular job by leaving you tired and slow to react. You must notify management of any second job or outside employment. Of course, any outside employment may not create a conflict of interest with your work. Likewise, you may not perform any work for another company or venture during working time. Employees on a leave of absence from the Company generally may not hold other employment, inconsistent with their need for leave.



## **OVERTIME**

The Company may periodically schedule overtime work or weekend work to meet our business needs. We will attempt to give you advance notice, if possible. We expect that all employees who are scheduled to work overtime or who are called out to work on a special project or for special hours will be at work, unless specifically excused by Human Resources. Failure to report for scheduled work hours may result in discipline, up to and including immediate termination.

**Overtime Hours:** All hours worked in excess of forty (40) hours in a work week are overtime hours. The workweek is from Saturday 12:00 a.m. until Friday at 11:59 p.m. For purposes of calculating overtime hours, only actual hours worked will be counted. Any type of time off (including paid time off) is not counted as hours worked for purposes of calculating overtime hours. If a state or other jurisdiction requires overtime hours to be calculated in a different manner, we will comply with applicable law.

**Overtime Compensation:** Overtime compensation varies depending on your pay plan, job duties, state of employment, and other regulatory factors. For example, our exempt employees paid on a salary basis, normally do not receive extra pay for overtime hours. Likewise, certain other employees not paid on a salary basis are exempt from overtime premium pay, so we pay those employees straight-time pay for overtime hours. Our non-exempt employees paid on an hourly basis receive straight-time pay plus half-time pay (the time-and-one-half rate) for overtime hours. In any event, all overtime work will be paid properly and in compliance with applicable law.

**Overtime Approval:** All employees (other than exempt employees paid on a salary basis) must receive approval from the appropriate manager prior to performing overtime work, or they may be subject to disciplinary action, up to and including immediate termination.

## **PERFORMANCE REVIEWS**

We believe that receiving regular feedback is important to the successful development of our employees as well as our business. While you should receive manager and team member feedback on a regular on-going basis, the Company also conducts a more structured routine performance review process throughout the year as a means of identifying performance goals and development. Nevertheless, employees are encouraged to initiate conversations with supervisors if they feel additional feedback is needed.

Your performance review does not guarantee any change in salary, bonus or compensation nor does it constitute a promise of continued employment. Employee compensation is determined based on various business-related factors.

## **TIMEKEEPING PROCEDURES**

Unless otherwise notified, each employee is required to record their hours of work for the Company. Employees must record their time in the Company's online timekeeping system. Accurately recording all of your time is required to be sure that you are paid for all hours worked. You are expected to follow our established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting work shift.
- Immediately after finishing work before meal break.
- Immediately before resuming work after meal break.
- Immediately after finishing work shift.
- Immediately before and after any other time away from work.

Additionally, when applicable, you must record any other non-working time (except breaks) such as time away from the Company for errands, doctor appointments, etc.

Any changes or corrections to your time record must be confirmed by you and your supervisor. Under no circumstances may you record another employee's time or ask another employee to record your time. Recording another employee's time or asking another non-management employee to record your time may result in discipline, up to and including immediate termination. Please understand that no supervisor is authorized to instruct you to work "off the clock." You should immediately report any supervisor's instruction to do so to Human Resources.

## ***COMMUNICATION INFORMATION***

### **BULLETIN BOARDS**

The Company may maintain a bulletin board(s) or internal message board(s) and/or internal webpages as an important information source used solely for Company announcements and government postings. No information may be placed on resources without the prior approval of management.

### **BUSINESS RECORDS**

The Company and its employees maintain various types of written and electronic records related to the Company's business. All such records maintained on the Company's premises and in the Company's systems are considered to be Company property, and thus, are subject to review or inspection by the Company at any time without further advance notice.

## **PERSONNEL RECORDS**

The Company maintains a personnel file for each employee. It is important to keep your personnel records up to date to ensure the Company has the ability to contact you and to ensure that the appropriate benefits are available, including but not limited to legal name, marital status, address, phone number, number of dependents, tax information, immigration status, military status, etc.

## **CHANGES TO THE HANDBOOK**

When the Company wants to replace previous and current written policies, handbooks, procedures, rules, and regulations, the Company will notify you. During the notice period, the Company will discuss the new policies with you and explain any changes or additions. At the end of the notice period, all previous policies, handbooks, and procedures of the Company will be revoked and have no force or effect. As of the effective date of the new/revised policies, you must follow the new policies. All employees will be provided a copy of the Company's new written policy, handbook, procedures, rules and/or regulations prior to its effective date so the information can be reviewed.

## **CONFIDENTIAL INFORMATION**

You may, by virtue of your employment with the Company, obtain access to sensitive, confidential, restricted, and proprietary information about the Company that is not generally known or made available to the public or competitors. The Company has made reasonable efforts to keep confidential information, including, but not limited to financial records, marketing strategies, pending projects and proposals, production processes, customer or vendor records and files, referral or mailing lists, credit card numbers, sensitive personal identifying information, technology processes, and similar proprietary information whether stored electronically or in paper format.

Such confidential information will be used solely by you in the performance of your job duties for the Company and will not be used in any other manner whatsoever during your employment. You will not, without the prior written consent of the Company, use, disclose, divulge, or publish to others any such confidential information acquired in the course of your employment. Do not discuss confidential and proprietary information in public spaces. We also expect your cooperation in helping to avoid inadvertent disclosure of confidential and proprietary information to visitors and third parties who visit our premises. Such confidential information is the exclusive property of the Company, and under no circumstances whatsoever will you have any rights to use, disclose or publish to others such confidential information, subsequent to the termination of your employment. This prohibition expressly includes such information in electronic form.

**Unauthorized use or disclosure of confidential information may result in discipline, up to and including immediate termination, prosecution, or other available action.**

Upon termination, you must immediately deliver to the Company any and all confidential information, whether stored electronically or in paper format, including, but not limited to all copies of such documents prepared or produced in connection with your employment with the Company that

pertain to the Company's business or your services for the Company, whether made or compiled by you or furnished to you in connection with such services to the Company. In addition, at termination, you must return all of the Company's non-confidential property, documents, or electronic information.

This policy does not limit the common law and statutory rights of the Company. **Likewise, this policy does not limit (and will not be enforced so as to limit) your rights to discuss your wages, hours and other terms and conditions of employment with others.**

**Please see our Information Security policy for more information regarding safeguarding information.**

### **CONTACT WITH GOVERNMENTAL AGENCIES**

Anyone who is contacted by a representative of a governmental agency or unit, including a process server, should not accept any document on behalf of the Company and should not answer any questions on behalf of the Company. The government representative should instead, be referred to the Company's CEO or President. The purpose of this policy is to ensure that Company management receives all information pertaining to the Company at the earliest date possible, so it may fulfill any obligation imposed upon it by law or regulation. This policy is not designed to prohibit an individual's cooperation with a government investigation.

## ***SYSTEMS AND INFORMATION SECURITY***

### **ELECTRONIC COMMUNICATIONS**

This policy contains guidelines for Electronic Communications created, remitted, used, transmitted, or stored using Company communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. *Electronic Communications* include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, apps, voicemail, fax machines, computers, iPads, tablets, smartphones (including Androids, iPhones and similar devices), telephones, cell phones, including those with cameras, internet access, and back-up storage, and information on a memory card, flash drive, or any other type of storage device. Given the degree of electronic devices and technology available, no list of electronic communications will be complete. In the remainder of this policy, all of these communication devices are collectively referred to as *Systems*.

**Acceptable Uses of Our Systems:** You may use our Systems to communicate internally with co-workers or externally with customers, suppliers, vendors, advisors, and other business acquaintances for business purposes.

**Company Control of Systems and Electronic Communications:** All Electronic Communications contained in Company systems are Company property. Although you may have an individual password to access our Systems, the Systems and Electronic Communications belong to the Company. The Systems and Electronic Communications are accessible to the Company at all times, including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Your communications on our system are not confidential or private.

The Company's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

**Personal Use of Our Systems:** Personal communications in our Systems are treated the same as all other Electronic Communications and will be used, accessed, recorded, monitored, and disclosed by the Company at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, you should not use our Systems for communication or information that you would not want revealed to third parties. Also, remember that messages may be forwarded or distributed outside your control, and your professional reputation is at stake. Personal use of our System should be limited to non-working time and must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity. Your communications on our System are not private.

If an employee is found to be spending an excessive amount of time online or consuming large amounts of bandwidth, disciplinary action may be taken.

You are prohibited from using any Company provided email address to register on any website for personal use, including but not limited to social networking platforms, blogs, dating websites, gambling platforms, or other websites. Employees found in violation of this policy, including those

using a Company provided email address to register for or conduct unlawful or unethical actions, will be subject to disciplinary action, up to and including immediate termination.

**Use of Employee-Owned Devices:** You may own various types of personal electronic devices such as iPods, earphones, wireless earpieces, MP3 players, music players, video devices, cell phones, etc. You may only use such items during working time in a manner appropriate for your job duties and expected productivity. Certain activities are never appropriate during your work time (other than lunches and breaks). For example, listening to music, watching videos, wearing earphones or listening devices, text messaging which is not business related, etc. Given the extent of devices and technology available, no list of unprofessional conduct will be complete, and you should know that the Company may prohibit the use of any device at any time. The Company expects you to be focused on working, working safely, appearing professional at all work times, and being as productive as possible. Your use of our Systems is not private even on your devices.

**Confidential Information:** Confidential and/or proprietary information may only be used on Company Systems. Confidential and/or proprietary information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval. Confidential information does not include your wages, hours or working conditions.

**Prohibited Uses of Our Systems:** You may not use our Systems in a manner that violates our policies, including, but not limited to No Harassment, Equal Employment Opportunity, Confidential Information, Business Records, and No Solicitation. You may not use our Systems in any way that unreasonably compromises your productivity or the overall integrity or stability of the Company's Systems or would be considered obscene or offensive. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons or jokes, propositions or love letters, ethnic or racial slurs, or any other message or image that may be in violation of Company policies. In addition, you may not use our Company Systems:

- To download, save, send or access any material which may be considered defamatory, discriminatory or obscene;
- To download, save, send or access any music, audio or video file unless necessary for business;
- To download anything from the internet (including shareware or free software) without the advance written permission of the Systems Supervisor/Computer Support;
- To download, save, send or access any site or content that the Company might deem "adult entertainment;"
- To access any social media, blog or otherwise post a personal opinion on working time;
- To text message or instant message for non-business purposes on our System on working time;

- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the Company or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- Using encryption or other technologies in an attempt to hide illegal, unethical, or otherwise inappropriate activities;
- In connection with the violation or attempted violation of any law; and
- To transmit sensitive or confidential Company or client material, such as pricing information or trade secrets.

The Company may block or limit access to particular services, websites, or other internet-based function according to risks and business value. Recognize that inappropriate or offensive websites may still be reachable and that you are prohibited from accessing them using Company resources.

**Electronic Forgery:** You may not misrepresent, disguise, or conceal your identity or another's identity in any way while using Electronic Communications, make changes to Electronic Communications without clearly indicating such changes, or use another person's account, mailbox, password, etc. without prior written approval of the account owner and without identifying the actual author.

**Intellectual Property Rights:** You must always respect intellectual property rights such as copyrights and trademarks.

**System Integrity, Security, and Encryption:** All Systems passwords and encryption keys must be available and known to the Company. You may not install password or encryption programs without the written permission of our Systems Supervisor/Computer Support. You may not use the passwords and encryption keys belonging to others.

**Applicable Laws:** Numerous state and federal laws apply to Electronic Communications. The Company will comply with applicable laws. You must also comply with applicable laws and should recognize that you could be personally liable and/or subject to fine and imprisonment for violation of applicable laws. Nothing contained herein will preclude you from engaging in conduct that is protected by Section 7 of the National Labor Relations Act.

**Consequences of Policy Violations:** Violations of this Policy may result in disciplinary action up to and including **immediate termination of your employment, as well as possible civil liabilities or criminal prosecution.** Where appropriate, the Company may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

**Phishing/Fraudulent Emails:** Never open an email attachment that you did not expect to receive, click on links, or otherwise interact with unexpected email content. Attackers frequently use these methods to transport viruses and other malware. Be cautious when responding to messages even if they appear to come from someone you know, attackers can falsify email senders such that they look very real. Confirm that the name appearing as the sender is connected with the correct email

address and pay close attention when replying to an email to ensure that the address is legitimate. Be especially cautious if a message requests personal information, the purchase of gift cards, money transfer, or abnormal requests to perform a task outside of normal work hours. The Company may block some attachments or emails, based on risk. If you have any doubts regarding the authenticity or risks associated with an email or other message you receive, contact the Company immediately and before interacting with the message.

**Interaction with Other Policies:** Please see our Information Security policies for more information regarding safeguarding information.

**Questions:** If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your manager for advance clarification.

## **SOCIAL MEDIA**

Social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities. You may think that when you're at home, on your own time, you're making a comment online only to family or friends. But, as countless examples have shown, that may not be true. Other people – like competitors, prospects, and colleagues – may also see what you post since material can be forwarded or the privacy settings on sites may change.

To assist you in making responsible decisions about your use of social media, we have established the following guidelines for appropriate use of social media. *Social media* includes all means of communicating or posting information or content of any sort on the internet. This includes to your own or someone else's blog, journal or diary, wiki or personal website, social network platforms such as Facebook, Twitter, Instagram, YouTube, TikTok, Snapchat and LinkedIn, online forums or chat rooms, and apps, whether or not associated or affiliated with the Company, as well as any other form of electronic communications.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow co-workers or otherwise adversely affects customers, vendors, suppliers, or third parties who work on behalf of the Company or its legitimate business interests, may result in disciplinary action, up to and including immediate termination.

**Know and Follow the Rules:** Carefully read these guidelines and our Confidential Information, Equal Employment Opportunity, Electronic Communications, and No Harassment policies, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, retaliation, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including immediate termination.

**Be Thoughtful:** Always be fair and courteous to fellow co-workers, customers, vendors, suppliers or third parties who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by using our Problem-Solving Procedure, rather than by posting complaints to a social media outlet. Nevertheless, if you



decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparages customers, co-workers, vendors, suppliers or third parties that work on behalf of the Company or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or any other status protected by federal, state or local law or Company policy.

**Be Honest and Accurate:** Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything, therefore, even deleted postings can be searched. The Internet is immediate – nothing that is posted ever truly expires. Never post any information or rumors that you know to be false.

**Maintain Confidentiality:** Maintain the confidentiality of the Company's trade secrets and proprietary or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.

**Properly Identify Yourself:** Do not create a link from your blog, website, or other social networking site to the Company's website without identifying yourself as an employee.

**You Are Not Authorized to Speak on Behalf of the Company:** You are not authorized to speak on behalf of the Company. Express only *your* personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company, fellow co-workers, customers, vendors, suppliers or third parties who work on behalf of the Company. If you do publish a blog or post online comments related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is best to include a disclaimer such as, "The postings on this site are my own and do not necessarily reflect the views of the Company."

You should not speak to the media on the Company's behalf but should instead direct all media inquiries to Human Resources. Then, the Company will designate a spokesperson to respond to the media, so that no misinformation is provided.

**Using Social Media During Working Hours:** You should not use social media while on working time or while using equipment we provide, unless it is work related as authorized by your manager, or other member of management, or consistent with the Electronic Communications Policy.

**Violations:** You are encouraged to report violations of this policy. The Company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation. Any employee who retaliates against another co-worker for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including immediate termination. If you have questions or need further guidance, please contact Human Resources.

## ***TRAVEL AND BUSINESS EXPENSES***

### **TRAVEL AND EXPENSE REIMBURSEMENT**

Employees will be reimbursed for reasonable business expenses incurred on behalf of the Company during the performance of their duties, including reasonable travel expenses.

Travel must be authorized in advance. Travelers should verify if a planned travel expense is eligible for reimbursement before making travel arrangements. If a circumstance arises that is not specifically covered as an acceptable travel expense, the employee must obtain approval from a supervisor. Travelers should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety.

Upon completion of travel or purchase of business-related expense, and within thirty (30) days of their return or such expenditure, the employee must submit an Expense Reimbursement Form with supporting documentation (e.g., itemized receipts) to their Supervisor for expense reimbursement approval.

Exempt Employees will be paid their regular salary for weeks in which they travel. Non-exempt employees will be paid for travel time in accordance with federal and state wage and hour laws.

## ***PROTECTING PEOPLE AND PROPERTY***

### **INSPECTION OF WORK AREA**

You are reminded that permission to bring items, such as bags, purses, briefcases, lunch boxes, and other personal items, onto Company property is conditioned on agreeing to inspection by the Company upon request. The Company may search, without further advance notice, desks, cabinets, toolboxes, and vehicles brought onto Company property, or any other property on Company premises or in Company vehicles.

### **FIREARMS**

The Company prohibits you and all other persons (other than law enforcement and authorized security personnel) from having firearms in working areas, in buildings, or on your person during working time or while performing work. Firearms are prohibited on all Company property and in Company vehicles. The only exception to this rule is that a person with a current license to carry a firearm or is in a state that allows “Constitutional Carry” may keep a firearm in their personal vehicle while in the Company’s parking lot.

### **WEAPONS AND DANGEROUS INSTRUMENTALITIES**

Except as otherwise stated in this Handbook, explosives, weapons (other than firearms) or dangerous instrumentalities of any kind are prohibited on Company property and in Company vehicles at any time. Likewise, no employee should possess any explosive, other weapon or dangerous instrumentalities at any time while performing any work for the Company. Although the Company retains the right to determine the scope of this paragraph on weapons and the terms contained in it, *possess* as used in this policy generally means to have on your person, in your vehicle or any vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on Company property or while you are at work for the Company.

Any violation of this policy may subject you to discipline, up to and including immediate termination. Employees who have any questions the application of this policy should consult Human Resources immediately.

### **PARKING LOTS AND ROADWAYS**

We ask that all employees park their vehicles in the areas designated for employee parking. You may not park in areas marked for visitors, handicap (without a valid permit), non-parking, and non-authorized places. Employees found parking in a restricted area will be subject to disciplinary action and their vehicles being towed.

Parking spots are designated by lines and vehicles must park within those lines. Employees must not park in a way that blocks access to mail delivery, vendor delivery, garbage disposal services, other

employee vehicles, or the normal flow of traffic. Employees must not park in a business neighbor's parking lot. If you have any questions as to where you should park, please ask Human Resources.

Speeds on Company property must not exceed ten (10) miles per hour. Company roadways and parking lots are considered as much a part of the Company complex as the inside of a building, and you are subject to all Company rules in Company roadways and parking lots.

### **REPORTING OF ACCIDENTS AND HAZARDS**

All accidents – including those which do not involve serious injury and those involving customers – must be reported to your manager as soon as reasonably possible. Immediately report any unsafe conditions, defective tools or equipment, or other hazards to your manager. You are expected to assist the Company in maintaining safe working conditions.

### **SAFETY**

The health and well-being of our employees are foremost among our concerns. You must follow common-sense safety practices. You must also correct or report any unsafe condition, defective or malfunctioning tool or equipment to your manager. Likewise, you must report any violation of law, regulation or standard regarding health and safety in the workplace. Notify your manager of any emergency situation. If you are injured or become sick at work, no matter how slight, you must inform your manager as soon as reasonably possible. All employees must cooperate with the Company in maintaining safe working conditions.

All employees are required to adhere completely to all Company and OSHA safety requirements, as well as state and federal laws and insurance company requirements. Failure to comply with safety requirements will result in discipline, up to and including immediate termination. Basic safety rules include:

1. Do not remove guards or other safety devices, except pursuant to proper maintenance and repair guidelines – never operate equipment without required grounding.
2. Promptly report all hazardous conditions, broken equipment, or unsafe practices to your manager.
3. Wear a seat belt when in a Company vehicle.
4. Follow all safety rules.
5. Use personal protective equipment (PPE) when required.
6. Report all accidents immediately to your manager.
7. Refrain from horseplay and practical jokes.

8. Follow lock out – tag out rules.

In the event of a public health emergency, the Company may add, modify or suspend its policies in accordance with applicable law and guidance from local health authorities. To the extent applicable, the Company will provide you with information on any such policies separate from this Handbook. Likewise, where required by law, the Company will provide you with any additional safety-related policies, programs or plans separate from this Handbook.

The Company will not retaliate or discriminate against an employee for reporting a safety concern or violation of health and safety laws in accordance with this policy.

### **SEVERE WEATHER**

In the event of severe weather, you should make every effort to report to work unless your personal safety or the safety of your family is at risk. If you are not able to report to work, you must follow the normal call-in procedures to report your absence. If you make every effort to safely report to work and notify your manager of your absence according to the normal call-in procedures, your absence will be excused. Failure to properly report an absence will result in an unexcused absence and may result in disciplinary action. Hourly employees are not paid for absences caused by severe weather, but may use any earned, but unused paid time off.

In the rare circumstance of extreme weather or natural disaster, the Company and/or certain departments may close. If the Company closes, we will attempt to notify you of the closure by any available means, such as radio and television announcements, voice mail, and/or personal phone calls. In these types of events, it is the employee's responsibility to maintain regular communication with their supervisor for reporting to work instructions.

### **THIRD-PARTY TRESPASS SOLICITATION AND DISTRIBUTION**

Only third parties who have been invited to enter our premises and who have business to transact with the Company are authorized to enter and be on our premises. All other third parties will be considered trespassers and be subject to removal. Non-employees are prohibited from soliciting or distributing materials on Company premises.

### **USE OF COMPANY PROPERTY AND EQUIPMENT**

You are expected to learn and follow all operating instructions, perform preventive maintenance, where applicable, and observe all safety practices. If you are unsure about the proper operation or maintenance of the Company's property or equipment, ask your manager. Property and equipment that appears damaged, defective, unsafe, or in need of repair should be reported promptly to your manager.

Employees causing damage to Company property and equipment may be subject to disciplinary action, up to and including immediate termination. This includes loss or damage due to carelessness,

negligence, improper use, or unsafe practices. Monetary reimbursement to the Company may also be required, if applicable.

## **VEHICLE AND DRIVING REQUIREMENTS**

These vehicles and driving requirements apply to both employees who use a Company-provided vehicle and to employees who drive a personal vehicle while performing work for the Company. Any employee allowed to operate a Company-owned vehicle or allowed to drive on behalf of the Company, must follow the rules listed below. Failure to do so may result in disciplinary action, up to and including immediate termination. *Incident* is defined as any citation, D.U.I., D.W.I., violation or accident that occurs at any time (on or off duty) after beginning employment with the Company. Failure to report an incident within forty-eight (48) hours of occurrence (i.e., accident or receipt of citation, not conviction on the charges) may result in discipline, up to and including immediate termination.

If you receive a citation for any violation while operating a Company vehicle or a personal vehicle while on Company business, you are responsible for paying any fine or penalty incurred and may be subject to discipline, up to and including immediate termination. All such violations or citations must be reported to your manager immediately. Failure to immediately report a violation or citation may result in discipline, up to and including immediate termination.

**Authorization Required:** Only authorized employees may use Company-provided vehicles.

**Damage:** If a Company-provided vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately to your manager and may be responsible for paying for some or all of the repair costs, to be determined in the Company's sole discretion.

**Drugs and Alcohol:** Drinking alcoholic beverages, or otherwise violating the Drug and Alcohol Policy is prohibited in any vehicle while on Company business, regardless of whether the vehicle is in operation or not.

**Personal Use:** Company-provided vehicles are intended for business use only. Any employee assigned a Company vehicle may use that vehicle to commute to and from work and to conduct Company business only.

**Unacceptable Driving Records:** For employees who drive vehicles in the course of their duties, an accident, a citation for D.U.I., D.W.I., or any other serious driving violation or citation (**even those occurring off-duty**) or lack of insurability may create an unacceptable driving record. An unacceptable driving record may result in you not being allowed to drive while working for the Company, or other discipline, up to and including immediate termination.

**Insurance:** All employees who drive as part of their job duties must be properly insured. Any employee whose insurance expires, is revoked or who becomes uninsurable must report the expiration,

revocation or uninsured state to their manager immediately, but no later than twenty-four (24) hours after they have learned of the lack of insurance.

**Seatbelts:** All employees must wear a seatbelt while driving or riding in any vehicle, while going to or from work, and at all times while performing Company business. Furthermore, the Company encourages all of its employees to wear seatbelts at all times, as required by state law.

**Use of Cell Phones and Devices While Driving:** Employees should not talk or text on their cell phones or hand-held devices while driving on Company business (even if the vehicle is stopped at a traffic light or stop sign). Employees are expected to comply with all applicable distracted driving laws regarding the use of cell phones and electronic devices while driving.

**Motor Vehicle Record Checks:** For employees who drive any vehicle in the course of their duties, we will check motor vehicle records (“MVR”). We conduct MVR checks for applicants before making offers of employment and for all current employees on a periodic basis. As part of the hiring process, applicants will be required to sign a written consent form allowing the Company to check their MVR at any time prior to or during their employment.

**Driver’s License:** All employees who drive as part of their job duties must have a valid driver’s license for the state in which they reside. Any employee whose driver’s license is suspended or revoked must report the suspension or revocation to Human Resources within twenty-four (24) hours of the suspension or revocation.

**Passengers:** Only **authorized** passengers (those passengers authorized by Company or non-employee passengers engaged in Company business) are allowed to be transported in Company-provided vehicles.

**Maintenance:** Employees assigned to Company owned vehicles are responsible for ensuring proper and timely maintenance and servicing of the vehicles.

## **WORKPLACE BULLYING PREVENTION POLICY**

Our Company is firmly committed to a workplace free of abusive conduct as defined in this policy.

### **Recognizing Abusive Conduct**

*Abusive Conduct* includes acts or omissions that could cause a reasonable person to believe that based on the severity, nature, and frequency of the conduct, an employee was subject to an abusive work environment, which can include, but is not limited to:

- Repeated verbal abuse in the workplace, including derogatory remarks, insults, and epithets;
- Verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature in the workplace; or
- The sabotage or undermining of an employee’s work performance in the workplace.

Abusive conduct does not include disciplinary procedures in the Company's Employee Handbook; routine coaching and counseling; reasonable work assignments; individual differences in personal expression; passionate, loud expression without intent to harm others; differences of opinion on work-related concerns; non-abusive exercise of managerial prerogative; etc.

### **Complaint and Investigation Response Process**

Any employee who feels they have been subjected to abusive conduct or who witnesses conduct which could violate this policy, should report the matter to their supervisor. Further, any supervisor made aware of a potential violation of this policy should report the matter to Human Resources.

Upon notification of a potential violation, the Company will investigate the conduct thoroughly, objectively, and with sensitivity and respect for all parties. The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, unless otherwise required by law.

Any employee engaging in conduct that violates this policy or who encourages such conduct, will be subject to disciplinary action up to and including immediate termination of employment. Likewise, supervisors or managers who allow abusive conduct to continue or fail to take appropriate action upon learning of such conduct, will also be subject to corrective action, up to and including immediate termination.

### **Retaliation is Not Permitted**

Employees submitting complaints of abusive conduct can do so without fear of retaliation. Retaliation is *any* act of reprisal, interference, restraint, penalty, discrimination, intimidation, or harassment against an individual exercising rights under this policy. Any person who retaliates against an employee for reporting abusive conduct, will be subject to disciplinary action, up to and including immediate termination of employment.

### **Confidentiality**

The Company will maintain the confidentiality of each party involved to the extent it does not interfere with the Company's investigation, except where otherwise required by law.

## **WORKPLACE SECURITY**

To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and the others with whom we do business, the Company will not tolerate any acts of violence or even threats of violence.

**On Company Premises:** Any employee who commits or threatens to commit violence against any person while on Company premises will be subject to discipline up to and including immediate termination. The Company premises includes our roadways and parking lots.



**Off Company Premises:** Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person will be subject to discipline up to and including immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person may be subject to discipline up to and including immediate termination.

**Reporting/Investigation Procedure:** Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, should immediately notify Human Resources. You are urged to take all threats seriously. Reports of threats or violence will be carefully investigated, your confidentiality will be maintained to the fullest extent possible, and, when necessary, appropriate action taken to ensure the continued safety of our employees and the public.

## ***THE COMPANY'S IMAGE***

### **PERSONAL APPEARANCE**

Our Company's professional atmosphere is maintained, in part, by the image we present. We expect all employees to present a neat, well-groomed appearance and a courteous disposition.

Employees must dress in a business casual manner and avoid extremes in dress. Flashy, skimpy, or revealing clothing is unacceptable. Examples of inappropriate clothing for the work environment include: spaghetti-strap tops, shorts, miniskirts (more than two inches (2") above the knee), gym or exercise leggings, sweatpants, yoga pants, sweatshirts, t-shirts, short ("crop") tops, shirts with sleeves cut-off, halter tops, backless tops, extremely high heels, pajamas, bare feet, flip flops, crocs, slippers, and hats (except as required for sun protection.)

Clothing must fit properly. No article of clothing can be too tight or too baggy. Of course, no clothing should have holes or be see-through. Clothing worn to work must not expose your cleavage, back, midriff, stomach, backside, or undergarments at any time, including when bending over, lifting above your head, or any other movement. Naturally, all clothing must be properly laundered and pressed. The Company, in its sole discretion, will determine when clothing does not meet all requirements of the Personal Appearance Policy.

Good personal hygiene is also important in terms of our customers' favorable opinion and in terms of your respect for your co-workers. Accordingly, you are expected to come to work in a clean condition.

We also want to meet our customers' expectations in terms of the Company's image and style. Thus, for our employees who have contact with our customers, we limit the types of tattoos and piercings that may be visible. No employee may have a visible tattoo that might be offensive to customers or is a violation of our No Harassment Policy. Any employee who might have such a tattoo must keep it covered while at work or while representing the Company. Likewise, we do not want to appear extreme to our customers by the number or locations of piercings visible to a customer. As with articles of clothing, the Company managers will determine whether particular tattoos or piercings (including earrings) should not be visible to our customers. Please know that if tattoos or piercings are not in keeping with the image that the Company chooses to present, you may be required to cover the tattoo and cover/remove the piercing.

Employees who report to work in unacceptable attire or appearance may be requested to leave and return in acceptable attire. Such time away from work will be without pay for non-exempt employees. Violation of this policy may result in discipline, up to and including immediate termination.

### **WORK AREA APPEARANCE**

We expect you to maintain your work areas in a neat, professional, and acceptable manner. Each employee is expected to maintain the area in which they are working, and all employees are expected to maintain the common areas.

## ***PERSONAL BUSINESS***

### **EMPLOYMENT OF RELATIVES**

The employment of immediate family members (spouse, children, parents, siblings) of current employees is generally not permitted, unless otherwise approved by the CEO or President. We likewise generally do not allow one family member to supervise another, unless otherwise approved by the CEO or President.

### **KEYS**

Employees who need a key, access badge or code to the office, locked cabinets, or other secured storage or equipment will be issued those keys by your manager. Keys must be safeguarded and must be returned immediately at the end of employment.

We prohibit making duplicate sets of keys or letting someone borrow a key assigned to you for any reason. If you lose a key, immediately notify your manager. If you are responsible for the loss of a key, you may be asked to pay the cost.

### **NO DATING**

Romantic or sexual liaisons that develop among employees in the workplace may be potentially disruptive to our business. The Company will intervene and discuss the romantic or sexual liaisons with involved employees. We may also take remedial measures, up to and including transfer or disciplinary action up to and including immediate termination, when the Company decides that such action is in its best interests.

Managers and supervisors are expressly prohibited from dating or becoming similarly involved with any non-management employee within their sphere of responsibility. A manager or supervisor in violation of this policy will be subject to immediate termination.

### **PERSONAL TELEPHONE CALLS AND PERSONAL VISITS**

We have a limited number of telephone lines, and we must keep these lines open for customer calls. Therefore, we ask you to refrain from making or receiving personal calls, except for emergencies.

Employees must maintain cell phones and mobile devices on silent/vibrate while at work. Additionally, you should limit personal cell phone use to non-working time such as lunch and breaks.

All visitors on Company property are required to follow Company rules. Any visitor who refuses to obey these rules will not be allowed to return. Visits by friends or relatives can be disturbing to our operations and we strongly discourage such visits during work hours. If you are expecting a visitor, please provide the visitor's name and the reason for the visit to the Reception Desk. All visitors must sign in and out at the Reception Area and must be escorted at all times by an employee.

### **PERSONAL MAIL**

All mail delivered to the Company is presumed to be related to our business and will be opened by the office. Do not use a Company address for your personal mail.

### **TOBACCO AND SMOKING**

Use of tobacco in any form is permitted only in designated outdoor places at Company facilities. Smoking is prohibited by law in any area where paint or other flammable materials may be present. This policy also applies to electronic cigarettes, also known as e-cigarettes, e-cigs, e-smoke, digital cigarettes, alternative cigarettes and “vaping.” In cases of excessive time spent smoking, managers may restrict or curtail smoking privileges during the workday.

## ***AT THE END OF EMPLOYMENT***

### **EXIT INTERVIEW**

Any employee leaving the Company may be required to attend an exit interview conducted by Human Resources. The purpose of this interview is to determine the reasons for leaving and to resolve any questions of compensation, insurance continuation, return of Company property, or other related matters.

It's your responsibility to ensure that we have up-to-date contact information for you prior to your departure, so that you receive any legally required notices and information following your separation. Please notify us immediately if you need to update your contact information.

### **NOTICE OF RESIGNATION**

In the event you choose to resign from your position, we ask that you give us at least two (2) weeks' notice. At the end of your employment, you must return all Company property (including keys) in your possession or for which you are responsible. Failure to return Company property upon your separation can constitute theft and may be prosecuted to the fullest extent allowed by law. The Company can take legal action against the employee, as necessary, to recoup unreturned property and/or amounts owed.

### **POST-EMPLOYMENT INQUIRIES**

In response to requests for employment references, the Company will only provide an individual's dates of employment and last job title. Employees are prohibited from responding to any request for information regarding another employee. All requests for information must be directed to Human Resources who will respond to any such requests.

## **TO SUM IT ALL UP**

This Handbook highlights your opportunities and responsibilities as an employee of the Company. By always keeping the contents of the Handbook in mind, you should be successful in your work at **Hancock Claims Consultants**. Once again, welcome to our Company. We look forward to working with you.

### **ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received a copy of the **Hancock Claims Consultants** (the “Company”) Employee Handbook that covers many important Company policies.

I further acknowledge that I have read and understand the policies in this Handbook. I understand that this Handbook represents only current policies and benefits and that it does not create a contract of employment. The Company may change these policies and benefits at any time, as it deems appropriate.

**OUR COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THE EMPLOYEE HANDBOOK, THIS ADDENDUM, OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT OTHER THAN AT-WILL UNLESS THOSE AGREEMENTS ARE IN A WRITTEN CONTRACT SIGNED BY THE COMPANY’S CHIEF EXECUTIVE OFFICER (CEO) OR PRESIDENT.**

I understand the PTO Policy and that I am not eligible for unused PTO at the end of employment, unless otherwise required by law.

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Signature

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Job Title/Position

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Printed Name

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Date