



SPHERE BRAKE DEFENSE, INC

HUMAN RESOURCE (HR) HANDBOOK ON - DEMAND

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Acknowledgment of Receipt & Notice to Review this Company’s Human Resource (HR) Handbook-on-Demand: Requires Employee Signature at the time the Handbook is Distributed

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2. INTRODUCTION

2.1 Welcome

Congratulations and thank you for accepting an offer of employment from SPHERE BRAKE DEFENSE, INC **SBD**.

We are glad to have you as a member of our team. We hope that your employment proves mutually satisfying and that you will make an important contribution to our future. Each employee has a significant role in our operations; and we value the abilities, experience, and background that you bring with you to our Company. It is our employees who provide the services that our customers rely upon and enable us to grow and create new opportunities.

Our leadership team intends to provide you with all the support and the resources you will need to perform your job effectively. If, at any time, you need assistance or guidance, please do not hesitate to ask any of the members of our leadership team. They are here to help you perform to the best of your abilities.

Once again, welcome to **SBD**. We are glad to have you with us.

Aaron (AJ) Lewis, PMP, RMP, CPC
CEO

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Member of the National Defense Industrial Association (NDIA)

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2.2 Purpose of this Handbook

This HUMAN RESOURCES (HR) HANDBOOK ON - DEMAND (HOD) is intended to serve as a general guide, offering an overview of the work environment, informing employees of the policies and procedures, and establishing basic expectations for employees of **SBD** and/or its affiliates/subsidiaries (hereafter named the "Company"). This Handbook describes certain practices that the Company generally prefers to follow, but at all times, the Company maintains the discretion to follow other practices it may find appropriate under the circumstances.

It is not intended to be all-inclusive, nor is it intended to be comprehensive and address all the applications of, or exceptions to, the general practices described herein.

The absence of a particular policy or topic in the HUMAN RESOURCES (HR) HOD (alternatively known as the "Handbook") should not be construed to mean that the Company does not have an interest or a position on that subject. Consult with the CEO for clarification on topics not included in the Handbook.



Every effort will be made to keep you informed of the Company's policies; however, we cannot guarantee that notice of revisions will be provided. Feel free to question your direct supervisor or the next level of management about any of the information within this Handbook, or the applicability of a policy or practice to you.

Should any provision in this HUMAN RESOURCES (HR) HOD be found to be unenforceable and invalid, such a finding does not invalidate the entire Handbook, but only the subject provision. Nothing in this Handbook is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA).

This Handbook supersedes and replaces all personnel policies, memos, bulletins, and manuals previously distributed or otherwise made available or applicable to employees prior to the date occurring below. Furthermore, the Company expressly revokes all related policies and procedures issued on an earlier date, including but not limited to, any prior practices, oral or written representations or statements regarding any terms and conditions of employment. However, nothing in this Handbook is meant to supersede, amend, or replace any confidentiality, contribution, or non-disclosure agreements that the employee has previously entered with the Company.

In all matters, the Company reserves the right to unilaterally revise, suspend, revoke, terminate or otherwise change any of its policies and/or terms and conditions of employment at any time without advance notice to any party, in whole or in part, whether described within this Handbook or elsewhere, in its sole discretion.

Examples of terms and conditions of employment that are within the sole discretion of **SBD** include, but are not limited to, the following: promotion, demotion, transfers, hiring decisions, compensation, benefits, qualifications, discipline, layoff or recall, rules, hours and schedules, work assignments, job duties and responsibilities, production standards, subcontracting, reduction, cessation, or expansion of operations, sale, relocation, merger, or consolidation of operations, determinations concerning the use of equipment, methods, or facilities, or any other terms and conditions that **SBD** may determine to be necessary for the safe, efficient, and economic operation of its business in accordance with applicable federal, state, and local laws.

2.3 Employment-at-Will:

Employment at this Company is at-will. An at-will employment relationship can be terminated at any time, with or without reason or notice by either the employer or the employee. The at-will employment status of each employee cannot be altered by any verbal statement or alleged verbal agreement of Company personnel; only the CEO has the authority to enter into an agreement for employment. Neither this Handbook, nor any other Company documents supplants the at-will doctrine or in any way confers a contractual right, either express or implied, for you to remain employed by this Company in any capacity whatsoever.

2.4 Not a Contract:

This Handbook is not a contract, expressed or implied; it specifically does not guarantee employment for any length of time, and it is not intended to induce an employee to accept employment with the Company.



Only the CEO of the Company has the authority to enter into a written agreement for employment. No manager, direct supervisor, or any other representative of the Company has any authority to enter into any verbal or written agreement for employment or to make any agreement contrary to any of the foregoing.

3. COMPANY COMMITMENTS

3.1 Vision 2030

Advancing the world to the simplicity of spherical brakes through integrity and innovation.

3.2 Mission

Our mission is to execute Vision 2030 creating processes which nurture our people to create powerful, safe spherical brakes.

3.3 Promise

Our promise is to deliver simple solutions for our customers on-time, every time.

3.4 Company Values and Ethos

- 1) Integrity
- 2) Respect
- 3) Duty
- 4) Confidentiality
- 5) Selfless Service

5 core ethos (**Do-BEST**):

- 1) **Do** less and obsess.
- 2) **Be** honest and true.
- 3) **Empathize** with all stakeholders.
- 4) **Set** superior standards, receive superior results.
- 5) **Trust** but verify.

3.5 Orientation and Training

To help you become familiar with **SBD** and our way of doing things, the Company will provide an orientation and training session within the first week of your start date. Orientation and training can occur either via individual, informal communication experiences with a team lead or member of management or it can occur in a more formal, group setting, as determined by the nature of your responsibilities, business needs, and/or the degree to which certain elements of a particular training exercise apply to other employees. The Company may periodically offer additional training or educational programs at its sole discretion; some programs may be voluntary, while others will be required.



3.6 Health & Safety

SBD does not tolerate unsafe work practices. No duty, no matter what its result, will be deemed more important than employee health and safety. All employees are expected to abide by safe work practices and adhere to general safety rules to ensure their safety as well as the safety of co-workers.

SBD conducts quarterly inspections of the premises to evaluate and determine any vulnerabilities to workplace violence or hazards. Additionally, employees are personally responsible for advising management of any situation they observe that appears to present a health and safety risk.

The Company takes every reasonable precaution to provide a safe working environment and to offer guidance about the standards each employee is expected to adhere to promote and foster safety in the workplace. Employees should use all safety and protective equipment provided to them and maintain work areas in a safe and orderly manner, free from hazardous conditions. Ultimately, it is the responsibility of each employee to help prevent accidents and injuries.

To ensure the continuation of a safe workplace, all employees should review and understand all provisions of the Company's workplace safety policy; the details of which are described in reference manuals that are available upon from the CEO.

In general, any questions regarding safety and safe practices should be directed to your direct supervisor. The following minimum standards are to be observed by all employees:

- Employees who observe an unsafe practice or condition are required to report it immediately; in this case, immediately shall mean no more than five minutes from discovery.
- Employees are required to immediately report every accident and/or injury, regardless of how minor it might seem; in this case, immediately shall mean no more than five minutes of the accident or incident occurring.
- Employees are also required to report physical discomfort caused by repetitive work tasks.
- An employee's report should contain as many details as possible, including the date, time, description of the illness or injury, and the names of any witnesses, and direct contact information for the employee (e.g., personal cell phone, personal email, home address).

As required by law, the Company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. For additional information, refer to Appendix 2 - Job Safety & Health, Federal-English Appendix 3 - Job Safety & Health-Federal-Spanish, Appendix 4 - State Workplace Right to Know-English, Appendix 5 - State Workplace Right to Know-Spanish, Appendix 6 - State Workers' Compensation Notice for Reporting Injury).

The authorized Company representative will advise the employee of the procedure for submitting a workers' compensation claim.

Except in cases of emergency, for all other work-related accidents or injuries, the affected employee should seek medical treatment from this Company's list of approved health care providers; Appendix 8 – the Panel of Providers.

If off-site medical attention is required, the employee should clock out and specifically record "on-the-job injury" on their time sheet for the time they are off work for such medical treatment. After



returning to work from such medical treatment, the employee should clock back in and record that time on their time sheet.

- An employee who requires off-site medical attention and returns to work will be paid for the total amount of verified time spent at the medical facility, and travel time not to exceed 30 minutes for both trips during normal working hours. This does not create overtime pay.
- If the employee does not return to work after receiving off-site medical attention, the employee will not be paid for any additional time after clocking out; likewise, they will not be paid for their travel time in this event.

If necessary, the health care provider may elect to refer an injured employee to a medical or a specialty treatment facility. Whether for routine or specialty evaluation and/or treatment, employees should retain all paperwork provided to them by the health care provider. In the event of a work-related injury, the employee is responsible for advising all health care providers that their need for evaluation and/or treatment is related to a worker's compensation claim.

Infractions of Company health and safety practices will be dealt with in accordance with the Company's policies on discipline; the following factors will be considered:

- Severity of the infraction.
- Whether the infraction endangered only the employee or also any other third party, such as one or more co-workers, visitors, vendors, etc.
- Whether the infraction was a first or repeat violation.

Examples of health and safety practices include, but are not limited to:

- Failure to follow best practices for health and safety (e.g., not using protective eyewear or footwear, etc.)
- Failure to report a work-related illness or injury promptly (could result in denial of benefits and also be subject to disciplinary action, up to and including termination).
- Presenting any false or misleading information concerning a work-related accident, injury, or illness (could result in denial of benefits and also be subject to disciplinary action, up to and including termination).

3.7 Whistleblower Protection

OSHA's Whistleblower Protection Program enforces the whistleblower provisions of more than twenty whistleblower statutes protecting employees who report violations of various workplace safety and health, airline, commercial motor carrier, consumer product, environmental, financial reform, food safety, health insurance reform, motor vehicle safety, nuclear, pipeline, public transportation agency, railroad, maritime, and securities laws. Rights afforded by these whistleblower protection laws include, but are not limited to, worker participation in safety and health activities, reporting a work-related injury, illness, or fatality, or reporting a violation of these statutes.

3.7.1 Policy Against Retaliation of Whistleblowers

In keeping with the letter and spirit of Whistleblower protection laws, **SBD** will not in any way



participate in or condone retaliation against any manager, direct supervisor, employee, potential or former employee, contractor, supplier, vendor, volunteer, visitor, or client or customer who, in good faith, makes a complaint or report of workplace safety and health concerns, or participates in the investigation of such a complaint or report.

Retaliation against any individual who, in good faith, reports a claim of workplace safety and health concerns or cooperates in the investigation of same will not be tolerated.

Any employee or member of management found to have violated this Policy will be subject to appropriate disciplinary action, up to and including termination.

Details about protections for Whistleblowers can be found in Appendix 9 – [Whistleblower Rights - English](#) or at Appendix 10 [Whistleblower Rights - Spanish](#).

3.8 Reporting Workplace Safety and Health Concerns

Any person employed by or engaged in a business relationship with **SBD** who feels that they have been harassed or discriminated against, or who has witnessed or become aware of workplace safety and health concerns or retaliatory conduct in violation of these policies, should bring the matter to the immediate attention of the CEO.

Individuals can bypass normal Company reporting structure if one or more parties in the normal reporting structure are involved in questionable conduct or otherwise appear to condone workplace safety and health concerns or retaliatory conduct. Additionally, reports of inappropriate and unlawful workplace safety and health concerns or retaliatory conduct can be reported to more than one person who is listed to receive Company complaints.

The Company will promptly investigate all allegations of workplace safety and health concerns or retaliatory conduct and act as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible and permitted by law.

Persons who, in good faith, report a claim of discrimination or illegal harassment or who cooperate in the investigation of the same regarding a violation of this Policy, should do so without fear of reprisal, retaliation or revenge. If an employee or other person feels they have been retaliated against for reporting any conduct or incident regarding a violation of this Policy, the individual should file a complaint using the procedures set forth above.

3.9 Open-Door Policy

Your concerns and comments on any subject are important, and the Company encourages you to take every opportunity to discuss issues that are important to you with Company decision-makers.

When employees have a suggestion, concern or problem, the Company encourages them to present the facts about a particular situation, preferably with a suggested solution, to their direct supervisor or the next level of management. The Company's hope and expectation is that employees and their direct supervisors work together on a regular basis to find solutions to most workplace problems.



If an employee continues to have questions or require clarification about a particular circumstance after they have met with their direct supervisor, the employee should request a meeting with the CEO.

While **SBD** provides you with this opportunity to communicate your views, please understand that not every complaint can be resolved to your satisfaction. The Company takes employee concerns and problems seriously and fully supports this open-door policy as part of creating and maintaining a positive work environment

3.10 Equal Employment Opportunity – Discrimination is Prohibited

SBD is an Equal Opportunity Employer and is fully committed to a diverse workforce. We believe diversity enhances the quality of our firm and enriches the experience of all of the staff. The Company complies with federal, state, and local laws governing non-discrimination in employment in every location in which the Company has facilities.

We recruit, select, and hire qualified applicants without regard to age (40 and older) (40 to 70), race, color, citizenship, ancestry, national origin, religion, creed, veteran status (service in the uniformed services as defined in state or federal law), sex (including pregnancy, childbirth and related medical conditions), sexual orientation, marital or family status, physical or mental disability (including persons with perceived disabilities and persons associated with those having disabilities), gender identity or expression, genetic information, GED rather than high school diploma, use of service animal, relationship or association with disabled person, union membership, AIDS or HIV status or disability or any other characteristic protected by federal, state or local law. This policy also applies to training, transfer, promotion, demotion, leave of absence, compensation, benefits, layoff, termination, and all other aspects of employment with the Company.

The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

Furthermore, this Company generally will not require or request any employee or job applicant to take a lie detector test, or discharge, discipline, or discriminate against an employee or job applicant for refusing to take a test or for exercising other rights under the Employee Polygraph Protection Act (EPPA); refer to Appendix 11 - Employee Polygraph Protection Act - English and Appendix 12 – Employee Polygraph Protection Act – Spanish.

All employees are expected to support and advance the Company's commitment to equal opportunity and diversity.

- Any employee or applicant who requires reasonable accommodation for bona fide nationality, religious or other reason that is recognized by law should contact the to discuss an exception to Company policy. Unless it constitutes an undue hardship or safety hazard, the Company will accommodate such requests.



- If you believe that an employment decision has been made that does not conform with this Company's commitment to equal opportunity, you have the responsibility to discuss this concern with the CEO. Your complaint will be promptly, thoroughly, and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

For additional information about Equal Employment Opportunity under federal law, refer to Appendix 13 - Equal Employment Opportunity is the Law -English and Appendix 14 - Supplement-Equal Employment Opportunity-English, Appendix 15 - EEO is the Law-Spanish, Appendix 16 - Supplement-EEO is the Law-Spanish. With regard to Equal Employment Opportunity under Pennsylvania law, refer to Appendix 17 - Employment Provisions of the Pennsylvania Human Relations Act and Appendix 18 - Employment Provisions of the Pennsylvania Human Relations Act – Spanish, Appendix 19 - Public Accommodation Provisions of the Pennsylvania Human Relations Act - English and Appendix 20 - Public Accommodation Provisions of the Pennsylvania Human Relations Act - Spanish.

The Company has developed affirmative action plans for minorities and women, individuals with disabilities, and Vietnam-era or special disabled veterans. These plans, or relevant portions of them, are available, upon request, from the CEO. As a government contractor, **SBD** is required to make certain posters and other notices available for your review; refer to the section "Additional Considerations for Government Contractors" in this Handbook for easy reference to these materials.

Our policy is not to discriminate against any person because he or she has previously served in, currently serves in, or applies to serve in the uniformed services of the United States. As part of the Company's commitment to our employees who serve in the uniformed services, **SBD** complies with the Uniformed Services Employment and Reemployment Rights Act (USERRA), a federal statute that protects the rights of persons who temporarily leave their civilian careers to serve in the uniformed services. In accordance with USERRA, the Company provides various benefit and reemployment protections to its employees who serve in the uniformed services. For additional information about USERRA, refer to Appendix 21 - Your Rights Under USERRA.

3.10.1 Americans with Disabilities Act

The Federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions, and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, because of a perceived disability, or persons associated with those having disabilities. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities.

3.10.1.1 Disability Defined

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such



impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education, and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

3.10.1.2 Reasonable Accommodation

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from the Company to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, you are encouraged to reach out and contact the CEO.

On receipt of your request, we will meet with you as soon as practicable to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated, we will explore alternatives with you and endeavor to implement mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, the Company does not have to provide the exact accommodation you want, and if more than one accommodation works, we may choose which one to provide. Furthermore, the Company does not have to provide accommodation if doing so would cause undue hardship to the Company.

3.11 Immigration Compliance

The Company is committed to complying with federal laws and regulations concerning verification of employment eligibility and record-keeping for employees hired to work in the United States. As a condition of employment, every individual must provide this Company with satisfactory evidence of his or her identity and legal authority to work in the United States within the timeframe prescribed by law; use the U.S. Citizenship & Immigration Services website as a resource for information related to [I-9, Employment Eligibility Verification](#).

At any point in time, to confirm the eligibility of its employees to work in the United States, this Company reserves the right to participate in E-Verify; refer to Appendix 22 - [E-Verify](#). Additional information about the E-Verify program is available at [this website](#).

As described in Appendix 23 - [Right to Work – English](#) and Appendix 24- [Right to Work - Spanish](#), it is illegal to discriminate against work-authorized individuals. [Employers CANNOT specify which documents\(s\) they will accept from an employee](#). The refusal to hire an individual because the documents have a future expiration date may also constitute illegal discrimination. For information about immigration related unfair employment practices, **call 800-255-7688**.



Anyone with questions regarding any aspect of employment and/or identity verification should contact the CEO.

3.12 Policy Against Discrimination, Harassment, Sexual Harassment & Retaliation

The Company strives to create and maintain a stimulating work environment in which all employees and other persons on Company property or otherwise engaged in Company business, are treated with dignity, decency, and respect. This Policy expressly prohibits unlawful discriminatory practices, harassment or retaliation by/of any Company manager, direct supervisor, employee, potential or former employee, contractor, supplier, vendor, volunteer, visitor, client or customer, or any other business associate.

All employees are expected to support the Policy against discrimination, illegal harassment, and retaliation. Any employee or member of management who is found to be engaged in any form of discrimination, illegal harassment or retaliation shall be subject to immediate discipline, up to and including termination.

3.12.1 Work Environment

Individuals have a right to work and engage with this Company in an environment free from all forms of discrimination, illegal harassment, or retaliation. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, including, but not limited to business trips, business meetings, phone or electronic exchanges, and business-related social events.

3.12.2 Discrimination

Discrimination includes, but is not limited to: making any employment decision or employment-related action on the basis of age (40 and older) (40 to 70), race, color, citizenship, ancestry, national origin, religion, creed, veteran status (service in the uniformed services as defined in state or federal law), sex (including pregnancy, childbirth and related medical conditions), sexual orientation, marital or family status, physical or mental disability (including persons with perceived disabilities and persons associated with those having disabilities), gender identity or expression, genetic information, GED rather than high school diploma, use of service animal, relationship or association with disabled person, union membership, AIDS or HIV status or disability or any other characteristic protected by federal, state or local law.

Carefully read the guidelines and Company policies related to Equal Employment Opportunity – Discrimination is Prohibited and Immigration Compliance in this Handbook for additional perspective on this topic.

3.12.3 Harassment

Harassment includes conduct or actions that persons in a protected group status would find offensive and objectionable. It is generally defined as unwelcome verbal or non-verbal conduct, based upon a person's protected characteristic/status (or that of his or her relatives, friends, or associates), that denigrates or shows hostility or aversion toward the person because of the



characteristic/status, and which:

1. Affects the person's employment opportunities or benefits,
2. Has the purpose or effect of unreasonably interfering with the person's work performance, or
3. Has the purpose or effect of creating an intimidating, hostile or offensive working environment.

Harassing conduct includes but is not limited to epithets; slurs or negative stereotyping; threatening, intimidating or hostile acts; or denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group based on their protected characteristic/status.

It is therefore against this Policy for any employee to post or circulate written or graphic material, sound, or video recordings, or any electronic or other materials or objects that attack, defame, and belittle, putdown or show hostility or aversion to co-workers, applicants for employment, clients, or customers, vendors, or other groups of people. Any employee or member of management found to have violated this Policy will be subject to appropriate disciplinary action, up to and including termination.

3.12.4 Sexual Harassment

Sexual Harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this Policy, the Equal Employment Opportunity Commission Guidelines define sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when either:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Examples of sexual harassment include, but are not limited to the following:

1. Physical -- Unwanted touching of body or clothing, holding, grabbing, pinching, fondling, patting, hugging, kissing, "accidental" bumping or brushing against, physical assault, coerced sexual intercourse, attempted rape, or rape.
2. Verbal -- Sexual slurs or innuendoes, offensive jokes and language, sexual teasing, sexual comments about a person's body or clothing, personal sexual questions, sexual threats, ongoing sexual descriptions, and commentary.
3. Nonverbal -- Staring at a person's body, leaning over someone at a desk, lewd gestures, or motions, leering or ogling in a sexually demeaning way, circulating printed material of a



sexual nature, persistent unwelcome flirting, displaying sexually suggestive pictures or objects at work.

3.12.5 Policy Against Retaliation

The Company will not in any way participate in or condone retaliation against any manager, direct supervisor, employee, potential or former employee, contractor, supplier, vendor, volunteer, visitor, or client or customer who, in good faith, makes a complaint or report of discrimination, illegal harassment, or participates in the investigation of such a complaint or report.

Retaliation against any individual who, in good faith, reports a claim of discrimination or illegal harassment or cooperates in the investigation of same will not be tolerated.

Any employee or member of management found to have violated this Policy will be subject to appropriate disciplinary action, up to and including termination.

3.12.6 Complaint Procedure

Any person employed by or engaged in a business relationship with **SBD** who feels that they have been harassed or discriminated against, or who has witnessed or become aware of discrimination or harassment or retaliatory conduct in violation of these policies, should bring the matter to the immediate attention of the CEO; in this circumstance, immediate shall mean no more than five (5) minutes from discovery or within five (5) minutes of an incident occurring.

Individuals are able to bypass normal Company reporting structure if one or more parties in the normal reporting structure are involved in questionable conduct or otherwise appear to condone discriminatory or harassing behavior. Additionally, reports of inappropriate and unlawful discrimination and illegal harassment can be reported to more than one person who is listed to receive Company complaints.

The Company will promptly investigate all allegations of discrimination, illegal harassment, and retaliatory conduct and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible and permitted by law.

Persons who, in good faith, report a claim of discrimination or illegal harassment or who cooperate in the investigation of the same regarding a violation of this Policy, should do so without fear of reprisal, retaliation or revenge. If an employee or other person feels they have been retaliated against for reporting any conduct or incident regarding a violation of this Policy, the individual should file a complaint using the procedures set forth above.

3.13 Policy Against Workplace Bullying and Workplace Violence

3.13.1 Bullying

SBD defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place



of work and/or in the course of employment; such behavior clearly violates the Company's underlying Values and Code of Ethics.

All employees are expected to support the Policy against bullying. Any employee who is found to be engaged in any form of bullying shall be subject to immediate discipline, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. The Company considers the following types of behavior examples of bullying when directed towards the CEO, a manager, direct supervisor, employee, potential or former employee, contractor, supplier, vendor, volunteer, visitor, client or customer, or any other business associate:

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

While not inclusive, the following list of behaviors provide examples of conduct that is prohibited as it may constitute or contribute to evidence of bullying in the workplace:

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



- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a direct supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, under-loading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Taking credit for another person's ideas.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse, or threats of abuse to an individual or an individual's property (defacing or marking up property).

3.13.2 Workplace Violence

SBD strives to provide a safe workplace for all employees and visitors to conduct their work or business with the Company.

The Company defines workplace violence as any intentional conduct that is:

1. Sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of others, including his or her family, friends and/or property, and/or
2. Employment conditions are altered and a hostile, abusive, or intimidating work environment is created for one or more employees.

Conduct perceived to threaten, intimidate, or coerce a CEO, manager, direct supervisor, employee, potential or former employee, contractor, supplier, vendor, volunteer, visitor, client or customer or any other business associate is considered workplace violence; it is expressly prohibited and will not be tolerated by **SBD**. Any employee or member of management found to have violated this Policy, making threats or engaging in violent activities against another person(s), will be subject to appropriate disciplinary action, up to and including termination.

3.13.3 Prohibited Conduct

While not inclusive, the following list of behaviors provides examples of conduct that is prohibited:



- Causing physical injury to another person.
- Making threatening remarks.
- Displaying aggressive or hostile behavior that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another person.
- Possessing a weapon while on Company property or while performing any Company business.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

3.13.4 Reporting Procedures

Employees are expected to exercise good judgment and to immediately report any potentially dangerous situations to the CEO; in this case, *immediately shall mean within no more than five (5) minutes from discovery* or from an incident occurring.

Reports can be made anonymously, and all reported incidents will be investigated. Reports or incidents warranting confidentiality will be handled appropriately, and information will be disclosed to others only on a need-to-know basis. All parties involved in a situation will be consulted and the results of investigations will be discussed with them. The Company will actively intervene, potentially involving appropriate civil authorities and/or law enforcement, at any indication of a possibly hostile or violent situation.

3.13.5 Risk Reduction Measures

Hiring

The Company takes reasonable measures to conduct background investigations to reduce the risk of hiring individuals with a history of violent or other at-risk behavior. For purposes of furthering these concerns and interests, **SBD** reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as any other relevant information that is reasonably available to **SBD** and allowed by law, such as, but not limited to motor vehicle (DMV) records.

- Applicants/candidates for employment are expected to answer pre-employment questions fully and truthfully and not knowingly/willfully withhold, misstate, or misrepresent any information they present during the pre-employment interviewing, selection and/or hiring process.
- Failure by any applicant/candidate for employment to fully cooperate in any way with **SBD's** lawful efforts to obtain relevant background information as part of its hiring practices, will result in removal of the applicant'/candidate's name from the list of persons being considered for employment with the Company.
 - *No matter when discovered, any false or fraudulent information or omission of material facts made by an applicant/candidate during the pre-employment interviewing, selection and hiring process may result in removal of the applicant's/candidate's name from the list of persons being considered for employment with the Company. Any applicant who is hired as an employee under such false pretenses is subject to termination of employment, no matter when such discovery is made.*



SBD may occasionally find it necessary to investigate current employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include, but are not limited to credit reports and investigations of criminal records, including appropriate inquiries about any arrest or conviction, as allowed by law.

In any event that a background check is conducted, **SBD** will comply with the Federal Fair Credit Reporting Act (FCRA) and any other applicable state or local laws; this includes providing the Employee with any required notices and forms, such as, but not limited to Appendix 25 – Summary of Rights Under the Fair Reporting Act – English or Appendix 26 - Summary of Rights Under the Fair Reporting Act – Spanish,

Employees subject to an investigation are required to cooperate with **SBD's** lawful efforts to obtain relevant information and may be disciplined up to and including termination for failure to do so.

Safety - Individual Situations

Indirect or direct threats of violence, incidents of actual violence, and/or suspicious individuals or activities should be reported as soon as possible to any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible. Employees should not place themselves in peril, nor should they attempt to intercede during an incident. **Never place yourself in danger. Call 9-1-1 if you ever feel there is a threat of harm or imminent danger to yourself or any other person in the workplace.**

Although the Company does not expect employees to be skilled at identifying potentially dangerous persons, employees are expected to exercise good judgment and to inform the CEO if any employee exhibits behavior that could be a sign of a potentially dangerous situation. Such behavior could include:

- Discussing weapons or bringing them to the workplace
- Displaying overt signs of extreme stress, resentment, hostility, or anger
- Making threatening remarks
- Showing sudden or significant deterioration of performance
- Displaying irrational or inappropriate behavior

3.13.6 Employees at Risk

The CEO will identify and maintain a list of employees who have been determined to be at risk for becoming victims of violence because of the nature of their job or because they are subject to harassment, violence, or threats from a non-employee.

While it is unreasonable to expect the Company to be able or qualified to identify, anticipate, train or prepare for any event that could result in emotional or physical harm or injury to one of its employee's from a non-employee, Company management reserves the right to involve appropriate professional service providers, civil authorities and/or law enforcement at any indication of a situation where the Company is advised of an employee being at risk for becoming a victim of violence, whether the risk is related to the nature of their job or because the at-risk employee is subject to harassment, violence or threats from a non-employee.

Acting upon the best advice and/or assessment available at the time about a particular situation,



Company management will make reasonable efforts to help minimize the threat to at-risk employees and help the at-risk employee prepare for handling an emergency at work.

3.13.7 Dangerous/Emergency Situations

Employees who confront or encounter an armed or dangerous person should not attempt to challenge or disarm the individual. Employees should remain calm, make constant eye contact, and talk to the individual. If the next level of management can be safely notified of the need for assistance without endangering the safety of the employee or others, such notice should be given. Otherwise, employees should cooperate and follow the instructions given.

3.13.8 Enforcement

Threats, threatening conduct, or any other acts of aggression or violence in the workplace will not be tolerated. Any employee who exhibits threatening and/or violent behavior, will be removed from the workplace at the earliest and safest opportunity. Upon investigation, further actions may be taken, up to and including criminal prosecution and termination of employment. Non-employees engaged in violent acts on the employer's premises will be reported to the proper authorities and fully prosecuted.

3.13.9 Drug-Free and Alcohol-Free Workplace

It is our policy to maintain a drug-free and alcohol-free work environment. Prescription drugs or over-the-counter medications, taken as prescribed by a licensed medical provider, are an exception to this policy.

Use of illegal drugs and/or alcohol creates serious health and safety risks in the workplace. The use, sale, transfer, or possession of alcohol, illegal drugs, or other illegal substances is strictly prohibited while at work, on Company property or in a Company vehicle, or while engaged in or performing Company business. This prohibition also includes illegal or improper use of controlled substances. Reporting to work under the influence of any such substance is also strictly prohibited. No employee is permitted to go on duty or remain on duty if he or she possesses, or has the presence of, an unauthorized controlled substance or alcohol in their system.

In addition, the Company complies with all laws and regulations regarding the use or possession of alcohol, illegal drugs, or controlled substances by all persons, including those who perform safety-sensitive jobs.

If the next level of management has reasonable suspicion to believe that an employee's use of drugs and/or alcohol may adversely affect the employee's job performance or the safety of the employee or others in the workplace, the manager may request an alcohol and/or drug screening or a fitness-for-duty medical evaluation. A reasonable suspicion may be based on objective symptoms such as the employee's appearance, speech, actions, behaviors, or other surrounding circumstances that gives **SBD** reasonable cause to determine whether the employee has violated the **SBD** Drug-Free and Alcohol-Free Workplace Policy.



- Any employee refusing to cooperate in any way with an alcohol and/or drug screening or a fitness-for-duty medical violation may be subject to disciplinary action, up to and including termination.
- Any employee found to otherwise be violating this Drug-Free and Alcohol-Free Workplace Policy may be subject to disciplinary action, up to and including termination.

3.13.10 Smoke-Free Workplace

To protect and enhance our indoor air quality and to contribute to the health and well-being of all employees, **SBD** shall be entirely smoke free workplace. Therefore, the use of all tobacco, tobacco substitutes and other smoking products, including but not limited to cigarettes, vapes, chewing tobacco and electronic cigarettes (E-cigarettes), is banned from the Company workplace, except as designated in this policy.

Smoking is prohibited in all the enclosed areas within **SBD** work sites, without exception. This includes common work areas, any manufacturing/production facilities, classrooms, conference and meeting rooms, private offices, hallways, the lunchrooms, stairs, restrooms, Company-owned or leased vehicles, and all other enclosed facilities.

The only designated smoking area for employees of **SBD** is outdoors, only in smoking areas located at least 15 feet outside the building entrances, operable windows, and ventilation systems for enclosed areas to prevent tobacco smoke from entering those areas.

In accordance with Pennsylvania's Clean Indoor Air Act which bans smoking in public places and workplaces, designated smoking areas are identified with appropriate signage. For additional detail refer to Appendix 27 – No Smoking Sign-English, Appendix 28 - No Smoking Sign-Spanish or for areas where smoking is permitted Appendix 29 - Smoking Permitted-English, Appendix 30 - Smoking Permitted-Spanish). No one may smoke along any pathway or walkway leading to or from the designated smoking area, nor may employees smoke at any picnic tables nor outdoors in any of the grassy areas or the parking lots.

Employees may smoke in their personal vehicles parked in a Company-designated parking area, but the smoke and tobacco products must be completely contained within the vehicle. It is not acceptable that either smoking or non-smoking employees are subjected to smoke that they must walk through to reach their vehicle or any other destination on the Company premises.

While the **SBD** makes these areas available to smokers, it in no way has any legal responsibility to do so. Employees who choose to use these smoking areas do so at their own risk. The Company specifically disclaims all responsibility for loss, damage, or any other liability associated with an employee's choice to smoke as described in this Policy.

No additional breaks are allowed to any employee who smokes.

Finally, smokers and users of tobacco products must dispose of the remains in the proper containers. This helps to keep a neat and clean environment for all employees and our visiting partners and customers.

Failure to comply with all the components of this Policy will result in disciplinary action that can lead up to and include employment termination.



4. BEST PRACTICES, POLICIES & PROCEDURES

Management reserves the right to determine best practices, policies, and procedures, determine the appropriateness of any deviation from the Company's best practices, policies and procedures, to determine when any such deviation from becomes excessive, disruptive, or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

4.1 Avoid Conflict of Interest or Any Appearance of Conflict of Interest

When you are in a situation in which competing loyalties could cause you to pursue a personal benefit for you, your friends, or your family at the expense of **SBD** or our clients, you may be faced with a conflict of interest. All of us should avoid conflicts of interest and circumstances that reasonably present the appearance of a conflict.

When considering a course of action, ask yourself whether the action you're considering could create an incentive for you, or appear to others to create an incentive for you, to benefit yourself, your friends or family, or an associated business at the expense of **SBD**. If the answer is "yes," the action you're considering is likely to create a conflict-of-interest situation, and you should avoid it.

Carefully consider the guidance offered below in a few areas where conflicts of interest often arise:

- Personal investments
- Outside engagement or outside employment, advisory roles, board seats, and starting your own business
- Business opportunities found through work
- Inventions
- Friends and relatives; co-worker relationships
- Accepting gifts, entertainment, and other business courtesies
- Use of **SBD** products and services

In each of these and other conflict of interest situations, the rule is the same – if you are considering entering a business situation that creates a conflict of interest, don't. If an employee is found to have previously been, or is currently engaged, in activities that pose a threat to any business interest of **SBD** the employee will be subject to disciplinary action, up to and including termination of employment. At the Company's discretion, other civil or criminal measures may also be warranted, AND the Company reserves the right to actively pursue all legal recourse.

If you are in a business situation that may create a conflict of interest, or the appearance of a conflict of interest, provide a full disclosure and review the situation with the CEO. It is important to understand that as circumstances change, a situation that previously did not present a conflict of interest may present one at some future date. Therefore, the Company always reserves the right to re-evaluate its position concerning whether a situation presents a conflict of interest and to act accordingly.



4.1.1 Personal Investments

Avoid making personal investments in companies that are **SBD** competitors or business partners when the investment might cause, or appear to cause, you to act in a way that could harm **SBD**.

When determining whether a personal investment creates a conflict of interest, among other things, consider the relationship between the business of the outside Company, **SBD**'s business, and what you do at **SBD**, including whether the Company has a business relationship with **SBD** that you can influence, and the extent to which the Company competes with **SBD**. You should also consider 1) any overlap between your specific role at **SBD** and the Company's business, 2) the significance of the investment, including the size of the investment in relation to your net worth, 3) whether the investment is in a public or private Company, 4) your ownership percentage of the Company, and 5) the extent to which the investment gives you the ability to manage and control the Company.

Investments in venture capital or other similar funds that invest in a broad cross-section of companies that may include **SBD**'s competitors or business partners generally do not create conflicts of interest. However, a conflict of interest may exist if you control the fund's investment activity, for example.

4.1.2 Advisory Roles, Board Seats, and Starting Your Own Business

Do not start your own business if it competes with **SBD**.

Avoid accepting employment, advisory positions, or board seats with **SBD** competitors or business partners when your judgment could be, or could appear to be, influenced in a way that could harm **SBD**. Additionally, because board seats come with fiduciary obligations that can make them particularly tricky from a conflict-of-interest perspective, you should notify the CEO before accepting an advisory role or board seat with any outside Company or accepting volunteer assignments with outside agencies.

SBD reserves the right to disallow any current employee's request to engage in outside employment or otherwise serve as a volunteer, advisor or as a board member in any capacity. For additional guidelines on this topic, refer to this Handbook, section "Outside Engagements and Outside Employment".

4.1.3 Business Opportunities Found Through Work

Business opportunities discovered through your work here belong first to **SBD**, except as otherwise agreed, in writing, by the CEO.

4.1.4 Inventions, Advancements and Intellectual Property Developed Through Work

Developing or helping to develop outside inventions that a) relate to **SBD**'s existing or reasonably anticipated products and services, b) relate to your position at **SBD**, or c) are developed using **SBD** Company resources may create a conflict of interest or otherwise give rise to a situation or



relationship that puts **SBD** at risk in some way.

If you have any questions about potential conflicts or intellectual property ownership involving an outside invention or other intellectual property, consult with the CEO.

For additional guidelines on this topic, refer to this Handbook, section “Confidentiality”. Nothing in this Handbook is meant to supersede, amend, or replace any confidentiality, contribution, or non-disclosure agreements that the employee has previously entered with the Company.

4.1.5 Friends & Relatives; Co-Worker Relationships

Avoid participating in management of or decision-making about potential or existing **SBD** business relationships that involve your relatives, spouse or significant other, or close friends. This includes being the hiring manager for a position for which a relative or close friend is being considered or being a relationship manager for a Company associated with your spouse or significant other.

To be clear, just because a relative, spouse/significant other, or close friend works at **SBD** or becomes a **SBD**'s competitor or business partner does not mean there is a conflict of interest. However, if you are also involved in this Company's business relationship, it can be very sensitive. The right thing to do in that situation is to discuss the relationship with your immediate direct supervisor and/or the CEO.

Finally, romantic relationships between co-workers can, depending on the work roles and respective positions of the co-workers involved, create an actual or apparent conflict of interest. If a romantic relationship does create an actual or apparent conflict, it may require changes to work arrangements or even the termination of employment of either or both individuals involved.

For additional guidelines on this topic, refer to this Handbook, section “Workplace Romance Policy”.

4.1.6 Accepting Gifts, Entertainment & Other Business Courtesies

Accepting gifts, entertainment, and other business courtesies from a competitor or business partner of **SBD** can easily create the appearance of a conflict of interest, especially if the value of the item is significant.

Generally, acceptance of inexpensive “token” non-cash gifts is permissible. In addition, infrequent and moderate business meals and entertainment with clients and infrequent invitations to attend local sporting events and celebratory meals with clients can be appropriate aspects of many **SBD** business relationships provided they aren't excessive and do not create the appearance of impropriety.

Before giving or accepting any gift or courtesy, the best course of action is to always consult with the CEO for guidance on when it is appropriate for Company employees to give or accept gifts, entertainment, or any other business courtesy (including discounts or benefits that are not made available to all Company employees from any of our competitors or business partners).

If the gift does not meet criteria that is acceptable to Company management, in the interest of



propriety, employees may be required to thank the gift-giver and return the gift.

4.1.7 Confidentiality

Our clients and other parties with whom this Company does business entrust **SBD** and its employees with valuable information relating to their business and ours. The nature of this business relationship requires a high degree of confidentiality to protect the interests of product designs, marketing strategies, customer lists, pricing policies and a variety of other proprietary information.

Nothing in this Handbook is meant to supersede, amend, or replace any confidentiality, contribution, or non-disclosure agreements that the employee has previously entered into with the Company.

Except as required to comply with law enforcement or as otherwise protected by federal, state, or local law, under no circumstances should any confidential or Company information or any matter that is derogatory to the interests of the Company, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate ever be discussed with family, friends or any other outsiders or external parties.

Confidential information may not be removed from Company premises without advance, express, written permission from the CEO. Misuse of Company materials or any other Company data could be damaging to the success and reputation of the Company and could lead to legal action against you.

This Confidentiality provision is not intended to--and should not be interpreted to--prohibit employees from discussing wages and other terms and conditions of employment if they choose.

Company information, including, but not limited to financial records, business, marketing, and strategic plans, personnel and payroll records regarding current and former employees, the identity of, contact information for, and any other account information on customers, vendors, and suppliers, inventions, programs, trade secrets, formulas, techniques, and processes, and any other documents or information regarding **SBD's** operations, procedures, or practices and this HUMAN RESOURCES (HR) HOD, is considered proprietary information.

For any reason whatsoever, if you do not join the Company, or if at any point in time, your employment relationship with this Company ends, you agree to return all hard copy, digital or other versions of this HUMAN RESOURCES (HR) HOD and all other Company documents in your possession to your direct supervisor prior to your last day of work. Furthermore, you agree to delete and destroy any other trace of this HUMAN RESOURCES (HR) HOD and all other Company documents to which you have had access including, but not limited to, all excerpts or electronic versions of this Company's data or information. Additionally, you agree not to reproduce or share the contents of this HUMAN RESOURCES (HR) HOD or any other Company documents any way with any unauthorized party, except as might be required to comply with law enforcement or as otherwise protected by federal, state, or local law.

If you are questioned by someone outside the Company, or by someone outside your Department and you are concerned about the appropriateness of providing certain information, you are not obligated to respond. If in doubt as to whether information should be divulged in any manner to



any person, err in favor of not divulging the information and immediately discuss the matter with the CEO; in this case, *immediately shall mean within no more than five (5) minutes of the incident occurring.*

All inquiries from the media must be referred to the CEO. For additional guidelines on this topic, refer to this Handbook, section “Media Contacts”.

Confidential or Company information acquired during or through employment with **SBD** may not be used by any employee for the purpose of furthering their current or future outside engagements or outside employment activities or for obtaining personal gain or profit. **SBD** reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential or Company information and/or to recover damages incurred because of the impermissible use of such information.

If an employee engages in the unauthorized sharing of confidential information, they will have breached the terms of this Company’s commitment to protecting confidential and proprietary information, even if the employee does not actually benefit in any way from their disclosure of confidential, proprietary Company information. In that event, whether the unauthorized sharing of information pertains to the Company, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate, the employee will be subject to disciplinary action, up to and including termination of employment. At the Company’s discretion, other civil or criminal measures may also be warranted, AND the Company reserves the right to actively pursue all legal recourse.

4.2 Company Property and Use of Company-Provided Communication Systems

The Company is committed to providing communications systems, services, property, and equipment that, when properly used, promote the efficient conduct of its business. All Company-provided systems, services and equipment is, and remains, the property of the business. No Company property or equipment may be removed from the premises without the proper, advance authorization from the CEO.

Communications services and equipment include, but are not limited to: mail, electronic mail such as e-mail and voicemail, courier services, facsimiles (FAX), Company-provided personal computers (desktops, laptops, tablets), video equipment and tapes, audio equipment and tapes, computer networks, social and business networks, on-line services, internet connections, computer files (created, sent, received or stored), bulletin boards, pagers, etc. Examples of Company-provided equipment include, but are not limited to hard-wired phones, speakers, projection equipment, hand-held devices (mobile phones, recorders, electronic measuring devices), physical files (created, sent, received, or stored), printers, copiers, etc.)

Company systems, services, property, and equipment is intended to be used for Company business (work-related activities or approved educational/training activities), but incidental personal use is acceptable if it does not impose a tangible cost to the business, interfere with business operations, the employee’s work, or the work of their coworkers. Limited personal (non-business) use of Company communications systems, services, property, and equipment should be restricted to non-working time.



Employees should know that all their electronic transmissions, whether business or personal, sent or retrieved through any Company-provided technology system or service, including, but not limited to voicemail, email, and internet service, is Company property.

Employees are expected to safeguard and demonstrate proper care of Company systems, services, property, and equipment. If you lose, break, or damage any systems, services, property, or equipment, or become aware that it needs servicing or repair, inform the CEO at the earliest possible opportunity, but no later than five (5) minutes of discovering the loss or occurrence.

4.2.1 Prohibited Use

E-mail, voice mail and other electronic communications transmitted on **SBD**'s equipment, systems or networks may not contain any content that would reasonably be considered offensive, harassing, or disruptive to another individual. Among other examples, offensive content would include sexual comments or images, racial slurs, gender-specific comments, or any comments that might be construed as offensive by a reasonable person based on race, age, sex, sexual orientation, religious or political beliefs, national origin, disability, or any other protected characteristic/status

Regarding Internet and e-mail access and use, employees should be advised that the Company expressly prohibits use of the Company-provided Internet and e-mail for the following activities:

- Dissemination or printing of copyrighted materials, including articles and software, in violation of copyright laws.
- Sending, receiving, printing or otherwise disseminating proprietary data, trade secrets or other confidential information of **SBD** or its business counterparts in violation of Company policy or proprietary agreements.
- Using offensive or harassing statements or language, including disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious, or political beliefs.
- Sending or soliciting sexually oriented messages or images.
- Operating a business, usurping business opportunities, soliciting money for personal gain or searching for jobs outside **SBD**
- Sending chain letters or e-mails.
- Gambling or engaging in any other activity in violation of local, state, or federal law.
- Circulating jokes, comics, or non-job-related computer graphics.

Software packages must be licensed to a particular user upon purchase and must be used in accordance with the publisher's license agreement; unauthorized duplication/use of software is strictly forbidden. Employees are also expressly prohibited from downloading unauthorized software which could bring in spyware and malicious code that could infect the Company network. Logging into another's system without permission from that user and stealing, using, or disclosing another's code or password are other examples of prohibited activities.

Any physical locks or electronic blockers used on Company systems, services, property, and equipment will be considered Company property and may be destroyed or removed to conduct a search.

Nothing in this policy should be construed to prohibit conduct that is expressly permitted or protected under applicable federal, state, or local laws.



4.2.2 Investigations and Searches

The Company expressly reserves the right to conduct, at its discretion, searches of all Company workspace and property, including, but not limited to desks, vehicles, systems and equipment, paper and electronic files and communications and personal property located in or on, or brought into, Company property/facilities, Company equipment or work sites. Such searches may be conducted by management to sure electronic media and services are being used in compliance with the law and with Company policies, to prevent employee theft or to maintain a safe work environment free from drugs, alcohol, and weapons, among other reasons. Searches can be performed at any time, with or without an employee's permission or presence. Refusal to cooperate when a search is being conducted will be considered a violation of this policy, and could result in disciplinary action, up to and including termination.

The Company also reserves the right to use other investigative methods when reasonable suspicion exists to indicate possible alcohol or other drug possession, abuse or impairment, any violation of laws or Company rules or policy; this includes but is not limited to involving appropriate civil authorities and/or law enforcement, at any indication of a local, state, or federal violation/offense.

4.2.3 Return of Company Property

When employment terminates, the separating employee must return all Company property at the time of separation, including but not limited to cell phones, keys, computing devices and peripherals and Company credit cards. If an item is not returned upon request, the employee will be held liable for repayment of the cost of the item at reasonable depreciated value, as calculated by the Company or the equipment vendor or service provider. The Company will take legal action, if necessary, to recover or protect its property and recover any costs incurred as the result of failure to return equipment.

4.3 Employee Personal Property

The Company strongly discourages employees from bringing their personal property and/or personal effects to work. Employees are also advised not to carry cash or other valuables with them when they come to work. If an employee elects to bring incidental personal property to work, the employee is expected to exercise reasonable care and diligence to protect their personal belongings. The Company specifically disclaims all responsibility for the loss, damage, or theft of an employee's personal effects.

4.4 Social Media

At **SBD**, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for **SBD**, or any of its affiliated companies in the



United States **SBD**.

4.4.1 Guidelines

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether associated or affiliated with **SBD**, as well as any other form of electronic communication.

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 associates or otherwise adversely affects potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate of **SBD** or the Company's legitimate business interests may result in disciplinary action up to and including termination.

4.4.2 Know and follow the rules

Carefully read these guidelines: the **SBD** Company Values & Code of Ethics, Confidentiality, the Policy Against Discrimination, Harassment, Sexual Harassment & Retaliation, the Company Property and Use of Company Provided Communication Systems Policy to ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or other inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

4.4.3 Be respectful

Always be fair and courteous to fellow associates, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate of **SBD**. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open-Door Policy 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 disparage customers, associates, or suppliers, or that might constitute harassment or bullying of any Company associate. Examples of such conduct might include but are not limited to offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment based on race, sex, disability, religion, or any other status protected by law or Company policy.

4.4.4 Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it immediately; in this case, immediately shall mean no more than five (5) minutes from the time you first became aware of the erroneous or inaccurate posting of



information or news.

Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about **SBD**, fellow associates, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate of **SBD** or competitors.

Post only appropriate and respectful content, and

- Maintain the confidentiality of **SBD** trade secrets and private or confidential information. Trades 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.
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website, or other social networking site to a **SBD's** website without identifying yourself as an **SBD** employee.
- Express only your personal opinions. Never represent yourself as a spokesperson for **SBD**. If **SBD** 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 **SBD**, fellow associates, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate of **SBD**. If you do publish a blog or post online related to the work that you do, or subjects associated with **SBD**, make it clear that you are not speaking on behalf of **SBD**. 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 **SBD**."

4.4.5 Using social media at work

Refrain from using social media while on work time or on equipment we provide unless it is work-related as authorized by your manager or consistent with the Company Equipment Policy. Do not use **SBD** email addresses to register on social networks, blogs or other online tools that are utilized for personal use.

SBD prohibits taking negative action against any employee for reporting a possible deviation from this Policy or for cooperating in an investigation. Any employee who retaliates against another associate for reporting a possible deviation from this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

4.5 Media Contacts

- Employees should not speak to the media on **SBD's** behalf without first contacting the authorized Company Representative, specifically the CEO. Employees are required to immediately report all media contact requests/events to the authorized Company Representative; in this case, immediately shall mean within no more than five (5) minutes from the occurrence of any such request/event.



4.6 Visitors

For the safety and security of all persons, information and materials located on Company property, visitors are not permitted to enter the workplace unless escorted by an employee. All visitors, including family members, friends, customers, contractors, consultants, suppliers, vendors, and other non-employees must check in and be escorted upon arrival and departure.

For safety purposes, if you notice a non-employee on the premises who is not escorted by an employee, take the initiative to immediately inform the CEO; in this case, immediately shall mean no more than five (5) minutes from the time you first became aware of the unescorted visitor on company premises.

4.7 Workspace Housekeeping

SBD establishes this policy on office appearance in accord with its values of efficiency and professionalism. As an expression of those values, all office areas, including employee work areas and common areas, should be kept neat and orderly. Management reserves the right to determine appropriate workplace housekeeping standards.

Employees should keep their individual work areas as neat as possible during the regular workday. Before leaving the work area at the end of the workday, the Company requires employees to organize their areas, securing work materials and presenting an orderly and professional image.

Posters, pictures, notes, etc., are permitted on the inside of workstation panels if they are appropriate for workplace display and are not offensive to fellow associates, potential or former employees, current employees, contractors, suppliers, vendors, volunteers, visitors, clients or customers, or any other business associate of **SBD**. The Company consistently enforces its policies prohibiting workplace discrimination and harassment of any kind, including images, graphics, or other visual displays, that may constitute offensive or inappropriate workplace conduct.

In the interest of safety, floor space and walkways should be kept free of boxes/storage materials or any other items that could pose a tripping hazard.

Employees should leave public areas, such as the reprographic areas, coffee stations, conference rooms, restrooms, and kitchens in a clean and orderly condition for guests and other employees.

4.8 Customer Relations & Business Etiquette

Whether on or off Company property, in-person or via phone/digital transmission, or in any other forum where employees are conducting business as a representative of **SBD**, an employee projects a certain image of the Company by virtue of their general demeanor and behavior. In all business endeavors, general and sincere cooperation, and adherence to a standard of professional conduct that is respectful, courteous, and mindful of other's feelings and needs is expected between co-workers, management, visitors, customers, vendors, clients, and others; this includes, but is not limited to:



- Anticipating the needs of our colleagues and others and planning accordingly
- Greeting colleagues and others in a cheerful, courteous, prompt, and professional manner
- Listening carefully and considering the requests and concerns of our colleagues and others
- Communicating honestly, courteously, and knowledgeably
- Providing follow-through for our colleagues and others promptly, responsibly, and efficiently to keep them informed of current/relevant efforts and actions intended to assist them
- Serving with pride, commitment, and with high ethical standards
- Respecting the individual and encouraging participation

4.9 Dress Code: Attire, Grooming & Company Image

SBD strives to maintain a workplace environment that functions well and is free from unnecessary distractions and annoyances. We expect to recognize our employees for the high quality and value of work they produce, not for their fashion sense (or lack thereof!).

As part of that effort, the Company requires employees to maintain a neat, clean, and well-groomed appearance that is appropriate for the workplace setting and for the work being performed. To that end, **SBD** department heads may determine and enforce guidelines for workplace-appropriate attire and grooming for their areas.

Business attire is important because it sends messages about you—fairly or unfairly—to customers, clients, Company management, co-workers, vendors, and others. Avoid looks that would be more appropriate to wear to a party, the beach, an athletic competition, to do house cleaning, or to go out to a club. Clothing should be neat and clean and not ripped, frayed, disheveled, tight, revealing or otherwise inappropriate/distracting to conducting business. Hygiene standards include a regular bath or shower, use of deodorant and appropriate oral hygiene; natural and artificial scents could be a distraction or annoyance to others and should be avoided.

SBD is confident that employees will use their best judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action, up to and including, termination of employment.

4.10 Workplace Romance Policy

SBD strongly believes that a work environment where employees maintain clear boundaries between employee personal and business interactions is necessary for effective business operations.

1. For purposes of this Policy, A “personal/social, romantic or sexual relationship” is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature.
2. “Consensual Relationship” shall mean and refer to any relationship, either past or present, which is romantic, intimate, or sexual in nature and to which both parties’ consent or consented. This includes marriage.



3. If such a consensual, personal/social relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the CEO. Employees who are fully advised of the terms of this Policy and, despite possible risks, choose to enter a personal/social relationship with a colleague, should report their relationship by completing Appendix 31 - Consensual Personal/Social Relationship Agreement.

This policy does not preclude or interfere with the rights of employees protected by the National Labor Relations Act (see Appendix 32 – [Employee Rights Under the NLRA – English](#) or see Appendix 33 – [Employee Rights Under the NLRA – Spanish](#)) or any other applicable statute concerning the employment relationship.

This Policy does establish boundaries and a code of conduct as to how relationships are conducted during working hours and within the working environment to minimize conflict and facilitate a collegial, respectful, and productive workplace. What this policy does is require employees observe the following mandates:

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
2. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in non-work areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate in the workplace by a reasonable person while anywhere on Company premises, whether during working hours or not.
4. Any personal/social relationship that interferes with the Company culture of teamwork, the harmonious work environment or the productivity of employees, will be viewed as a serious disciplinary matter that could result in termination of employment.
5. Employee off-duty conduct is generally regarded as private, if such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between direct supervisors and subordinates.

Individuals in direct supervisory or managerial roles and those with authority over others' terms and conditions of employment are subject to more stringent requirements under this policy due to their status as role models, their access to sensitive information, and their ability to affect the employment of individuals in subordinate positions.

- a) An employee who is involved in a personal/social relationship with another employee may not occupy a position in the same department as, work directly for, or supervise the employee with whom he or she is involved.
 - Direct supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.



- b) Any direct supervisor, manager, executive or other Company official in a sensitive or influential position with **SBD** must disclose the existence of a consensual, personal/social, romantic, or sexual relationship with another co-worker who is not their subordinate. Disclosure may be made to the CEO.
 - The Company will review the circumstances to determine whether any conflict of interest exists.
6. The provisions of this policy apply regardless of the sex, gender, or sexual orientation of the parties involved.
7. Where doubts exist as to the specific meaning of any terms used in this Policy, employees should make judgments based on the overall spirit and intent of this Policy.
8. Any concerns about the administration of this Policy should be addressed to the CEO.
9. **SBD** reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a consensual personal relationship that may affect terms and conditions of employment.
10. When a conflict-of-interest or potential risk is identified due to a Company official's consensual personal relationship with a colleague or co-worker, the CEO will work with the parties involved to consider options for resolving the problem.
 - a) The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or act for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage.
 1. Even if there is no line of authority or reporting involved, the employees may be separated by reassignment, or terminated from employment if no position is available.
 - b) Whenever possible, the individuals concerned will be given the opportunity to decide who is to be transferred to another position, or terminated, if no position is available.
 1. If no decision is made within 30 calendar days of the Company's offer to have the individuals concerned resolve the situation, the CEO will determine who is to be transferred or, if necessary, terminated from employment.
11. Failure to disclose the existence of a consensual personal relationship in the workplace as described in this Policy or to cooperate with **SBD** to resolve a conflict or problem caused by a consensual personal, romantic or sexual relationship between co-workers or among managers, direct supervisors or others in positions of authority in a mutually agreeable fashion may be deemed insubordination and result in disciplinary action up to and including termination.

4.11 Outside Engagements and Outside Employment



Outside Engagements and Outside Employment is defined as any activity such as, but not limited to consulting, advising, testing, performing analyses or examinations, the practice of one's profession, or similar work performed in addition to the official responsibilities of a Company employee. Most outside engagements and outside employment include compensation, but some volunteer or civic activities may also be included.

An employee may accept outside engagements and outside employment as long as their outside engagements and outside employment, volunteer, or other civic activities, and conduct away from the job do not compete with, conflict with, or compromise the Company interests or adversely affect the employee's job performance and their ability to fulfill all job responsibilities.

Regarding any outside engagements and outside employment, employees are prohibited from:

- performing any services for clients, customers, or vendors of the Company during nonworking time that are otherwise performed by the Company
- using any Company tools or equipment and/or using or applying any confidential information of **SBD** that is contrary to the best interests of this Company; the CEO reserves the right to determine the best interests of this Company
- soliciting or conducting any outside business during paid working time.

Before an employee is allowed to accept outside engagements and outside employment, they must submit Appendix 34 - Request for Approval of Outside Engagement and Outside Employment Form; written approval must be secured from the CEO prior to the employee starting an Outside Engagements and Outside Employment engagement.

- If, at any point in time, there is a material change in the terms, conditions or circumstances under which **SBD's** management has approved an employee's request to pursue an outside engagement or outside employment or if any potential conflict of interest arises which had not been identified prior to the employee receiving Company approval to pursue the outside engagement or the outside employment, the employee must agree to immediately report any such change to the CEO in this case, immediately shall mean within no more than five (5) minutes from discovery.
- Employees must also agree to suspend all outside activities, work, professional services, employment or business opportunity efforts for any outside engagement or outside employment starting with the first day that they report off work with **SBD** for any sick leave, FMLA leave (if applicable and/or eligible), worker's compensation leave, disability, or other restricted duty work status. Furthermore, employees must agree not to resume their outside activities, work, professional services, employment or business opportunity efforts for any outside engagement or outside employment until they are able and qualified to return to full duty work status following any absence with **SBD** for sick leave, FMLA leave (if applicable and/or eligible), worker's compensation leave, or disability.

Employees requesting approval for outside engagements or outside employment must acknowledge they understand that failing to provide timely and accurate information or to make a full disclosure of relevant information to Company management concerning their request for an outside engagement or outside employment or failure to comply with other provisions of this Policy could result in disciplinary action up to and including termination of employment.



Employees are cautioned to carefully consider the demands that any additional work activity will create before accepting an outside engagement or outside employment. Outside engagements and outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. All employees will be expected to meet the job performance standards established by **SBD** and will be subject to the Company's work and scheduling demands, regardless of any other outside work requirements.

If **SBD** determines that an employee's outside engagement or outside employment interferes with his or her job performance or the ability to meet the requirements of the Company at any time, the employee may be asked to terminate the outside engagement or outside employment if he or she wishes to remain employed with **SBD**. A refusal to comply with the Company's reasonable request to terminate the outside engagement or outside employment may result in immediate termination of employment with **SBD**.

If an employee's outside engagement or outside employment presents a conflict of interest with **SBD**, as defined in the Conflict-of-Interest Policy, or if such outside employment has any potential for negative impact on **SBD**, the employee will be asked to terminate the outside engagement or outside employment. A refusal to comply with the Company's reasonable request to terminate the outside engagement or outside employment may result in immediate termination of employment with **SBD**.

4.12 Employee Personnel Files

Subject to certain conditions, the Pennsylvania Personnel Files Act provides employees with the right to review personnel files held by their employers that contain information about themselves, and not to permit access to employees' personnel files by the general citizenry of Commonwealth.

The Act contains three key definitions: employee, employer, and personnel file. The definitions are reproduced below:

- Employee: Any person currently employed, laid off with reemployment rights or on leave of absence. The term "employee" shall not include applicants for employment or any other person.
- Employer: Any individual, person, partnership, association, corporation, the Commonwealth, any of its political subdivisions or any agency, authority, board, or commission created by them.
- Personnel file: If maintained by the employer, any application for employment, wage or salary information, notices of commendations, warning or discipline, authorization for a deduction or withholding of pay, fringe benefit information, leave records, employment history with the employer, including salary information, job title, dates of changes, retirement record, attendance records and performance evaluations.

The term "personnel file" shall not include records of an employee relating to the investigation of a possible criminal offense, letters of reference, documents which are being developed or prepared for use in civil, criminal or grievance procedures, medical



records or materials which are used by the employer to plan for future operations or information available to the employee under the Fair Credit Reporting Act.

4.12.1 Company Policy - Employee Personnel File Inspection

At **SBD**, we maintain a personnel file on each employee. These files are kept confidential to the greatest extent possible. Company policy is that the employee's personnel file contains only that information which is relevant to the employee's status and performance as an employee and other information which the Company is required to know for the performance of valid and necessary Company business functions and or regulatory compliance.

No other information is to be included in an employee's personnel file without the agreement of the employee concerned, except at his/her own initiative. If unsolicited material pertaining to an employee is included in the employee's personnel file, as relevant, the employee is to be informed that it has been so included. The employee shall have the right to append signed personal statements to any material in this file concerning its accuracy, relevancy, or applicability. Only the Company CEO has the authority to remove and destroy any document from an employee's individual personnel file, provided that such document removal and/or document destruction is permitted by law.

Medical records and other safeguarded documents obtained for purposes of complying with the Americans with Disabilities Act, the Federal Family Medical Leave Act (if applicable), or other federal, state, or local legislation or regulations or for other necessary business purposes, will be maintained separate and apart from employee personnel files.

It is important that personnel files accurately reflect each employee's personal information. Therefore, employees are obligated and expected to inform the Company of any change in name, address, home phone number, home address, marital status, number of dependents, emergency contact information, beneficiary information relative to group benefits (if applicable) or other pertinent data related to employee recordkeeping.

4.12.2 Who Can Request to Review a Personnel File

Only the employee or their designated agent can submit a written request to inspect the employee's own personnel file to determine his or her own qualifications for employment, promotion, additional compensation, termination, or disciplinary action. A copy of the Request to Review Employee Personnel File Form is included in this Handbook; refer to Appendix 35.

Any such appointment of the employee's designated agent must be made by the employee in writing and received by the authorized Company representative prior to the occurrence of a Personnel File Review Meeting. A Personnel File Review Meeting will not occur until all the Company protocol associated with this event has been fully satisfied.

What Can be Reviewed: To assist the Company in providing the correct records to meet the employee's need, the employee shall indicate in his written request, either the purpose for which the inspection is requested, or the parts of his personnel record which he wishes to inspect or have inspected by the employee's agent.



When Can the Personnel File be Reviewed: The personnel file review period will be only by pre-scheduled appointment and during the regular business hours when sufficient time is available during the regular business day, to inspect the personnel file in question.

Where Can the Personnel File be Reviewed: The personnel file inspection will only occur at the office where the file is maintained when a representative of that office can be present to oversee the employee and/or their designated agent during his/her review of the file.

At the completion of the review, the representative of that office shall record in a log the employee's name (and/or the name of their designated agent, if applicable), the portions of the file reviewed, and date of the review.

How Can the Personnel File be Reviewed: The employee and/or their designated agent shall be permitted to make notes from the file, but shall not be permitted to remove, copy, or photograph the file or any portion thereof.

4.13 Medical Privacy Policy - HIPAA

SBD protects the privacy and confidentiality of protected health information (PHI) whenever it is used by Company representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

4.13.1 Protected Health Information Defined

PHI refers to individually identifiable health information received by the Company's group health plans or received by a health care provider, health plan or health care clearinghouse that relates to the past or present health of an individual or to payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information, and evidence of disability.

4.13.2 The HIPAA Compliance Officer

The Company has designated the CEO as the HIPAA Compliance Officer (HCO), and any questions or issues regarding PHI should be presented to the HCO for resolution. The HCO is also charged with the responsibility for:

- Issuing procedural guidelines for access for PHI.
- Developing a matrix for personnel who will need access to PHI.
- Developing guidelines for describing how and when PHI will be maintained, used, transferred, or transmitted.

4.13.3 Annual Activities Necessitating Use of PHI

Annually or more frequently as necessary, **SBD** performs enrollment, changes in enrollment and payroll deductions; helps in claims problem resolution and explanation of benefits issues; and assists in coordination of benefits with other providers. Some or all these activities may require



the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence, and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures approved by the HCO. General rules follow:

- a) Disclosures that do not qualify as PHI-protected disclosures include:
 - Disclosure of PHI to the individual to whom the PHI belongs.
 - Requests by providers for treatment or payment.
 - Disclosures requested to be made to authorized parties by the individual PHI holder.
 - Disclosures to government agencies for reporting or enforcement purposes.
 - Disclosures to workers' compensation providers and those authorized by the workers' compensation providers.
- b) Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.
- c) Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving workers' compensation or short- or long-term disability and medical information received to verify Americans with Disabilities Act (ADA) or Family and Medical Leave Act (FMLA) status (if applicable).

4.13.4 Records Retention

Personnel records and disclosures of PHI will be maintained for a period of six years as required by federal law unless a state law requires a longer retention period. Records that have been maintained for the maximum interval will be destroyed in a manner to ensure that such data are not compromised in the future in accordance with the company record destruction policy.

4.14 Business Use of Motor Vehicles and Company Driver Privileges

SBD seeks to safeguard its employees and others when operating a motor vehicle is required while conducting the Company's business.

Therefore, the Company, in its sole discretion, reserves the right to identify which positions and/or circumstances warrant having an individual use any motor vehicle to perform their work or to conduct Company business and/or which positions and/or circumstances warrant having an individual drive a Company owned, leased, or rented vehicle. Likewise, the Company reserves the right to deny or revoke the driving privilege of any driver for any reason if the Company determines the driver's actions, behaviors and/or conduct in any way threatens, jeopardizes, or otherwise fails to safeguard Company employees and others when operating a motor vehicle while conducting Company business.

For additional information about the Company's Motor Vehicle Record (MVR) and Driver Privilege Policy Statement, refer to Appendix 36.



4.15 Business Travel Expense Reimbursement

It is the policy of **SBD** to reimburse staff for reasonable and necessary expenses incurred in connection with approved travel on behalf of the company. **SBD** strongly encourages use of travel discounts when making travel arrangements.

Travelers seeking reimbursement should incur the lowest reasonable travel expenses and exercise care to avoid impropriety or the appearance of impropriety. Reimbursement is allowed only when reimbursement has not been, and will not be, received from other sources. If a circumstance arises that is not specifically covered in this travel policy, then the most conservative course of action should be taken.

For additional information about the Company's Business Travel & Expense Reimbursement Policy Statement, refer to Appendix 40.

5. EMPLOYMENT CLASSIFICATION – Exempt or Nonexempt Status

This Company assigns positions, determines wages and compensates employees for overtime in accordance with state and local laws and the Federal Fair Labor Standards Act (FLSA), its amendments and its regulations; refer to Appendix 41 – Employee Rights Under the Fair Labor Standards Act – English and Appendix 42 - Employee Rights Under the Fair Labor Standards Act - Spanish.

Pennsylvania has enacted its own regulation related to minimum wage, see Appendix 43 - Pennsylvania Minimum Wage Law Summary - English and also Appendix 44 – Pennsylvania Minimum Wage Law Summary – Spanish.

Employees should consult with their direct supervisor or management if they have questions regarding their job classification as either an exempt or nonexempt employee.

5.1 Exempt Employees (Employees Paid by Salary)

Exempt employees are those whose job assignments meet specific federal requirements for overtime exemption, although the position may be covered by other provisions of the FLSA. Exempt employees are compensated on a salary basis; they are expected to work whatever hours are necessary to satisfactorily complete their job responsibilities.

Exempt employees are not eligible for compensatory time off or overtime pay nor is there any promise or expectation of additional compensation or leave in lieu of compensation when exempt employees work more than forty (40) hours to complete their work.

5.2 Nonexempt Employees (Employees Paid Hourly, Based on Actual Hours Worked)

Non-exempt employees are those who must be paid for each hour that they work; they are also eligible for overtime pay of 1.5 times the regular hourly rate of pay for all hours worked over 40



per work week. For additional guidelines on this topic, refer to this Handbook, section “Pay Practices for Nonexempt Employees”.

5.3 Categories of Employment

An employee is specifically employed to work in a particular category of employment, based on the number of hours per week an employee works. The fact that an employee's actual hours of work may vary from that of his or her category of employment for a significant period does not change the employee's category of employment.

Any change in an employee's category of employment can occur **ONLY** by formal, written personnel action signed by the CEO; the written notice must expressly state an employee's category of employment is being changed.

5.3.1 Full Time

A full-time employee is one who is employed and scheduled to work on a regular basis for forty (40) or more hours per workweek and who is not a temporary employee.

Subject to any conditions stated in this Handbook, full-time employees are eligible for the benefits described in this Handbook section, “Time off Work & Leave Policies”.

If offered by the Company, full-time employees are also eligible to participate in certain other Company-sponsored benefit plans described in this Handbook, section “Other Company-Sponsored Benefit Plans”, SUBJECT TO any conditions, including, but not limited to eligibility and/or underwriting requirements that may be associated with participation and or as described in the applicable Plan Documents.

5.3.2 Part-Time (Paid Hourly)

A part-time employee is one who is employed to work on a regular basis for less than 40 hours per workweek and who is not a temporary employee. Part time employees are not eligible to participate in any Company-sponsored benefit plan, except as mandated by federal, state, or local law.

5.3.3 Temporary

A temporary employee is one who is employed for a specific project or for a specific period and whose employment will automatically terminate at the end of that project or that period of time. Individuals engaged for an internship, or an apprenticeship are classified as temporary employees. With CEO/management approval, temporary employees may remain on duty past the scheduled termination date for a certain period specified in writing; however, they remain classified as temporary. Temporary employees may be assigned to work either a full-time schedule or a part-time schedule and they may be classified as exempt or nonexempt based on criteria established by the Fair Labor Standards Act (FLSA)

Temporary employees are not eligible to participate in any Company-sponsored benefit plans whatsoever.



5.3.4 Independent Contractor (1099) Not an Employee

SBD may hire individuals as full-time and part-time employees for its regular work force and to meet its short-term labor needs by hiring temporary employees. However, on occasion, to meet Company objectives, it may be necessary to consult with expert Independent Contractors in a particular field and to engage such individuals for specific periods and/or specific assignments to provide short-term expertise.

If hired by the Company, an Independent Contractor is not recognized as an employee of the Company, nor is the Independent Contractor intended to be a substitute for a regular or a temporary employee.

No employee of **SBD** is eligible to perform work as an Independent Contractor during the same calendar year in which they perform work as an **SBD** employee.

6. ATTENDANCE

Management reserves the right to establish attendance standards, determine the appropriateness of any deviation from an employee's regularly scheduled work hours or work schedule, to determine when any such deviation from work hours or the work schedule becomes excessive, disruptive, or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

6.1 Work Hours & Work Schedule

The work week ordinarily includes all time during which an employee is necessarily required to be on the employer's premises, on duty or at a prescribed workplace. The "Regular Work Week" is forty (40) hours, beginning at 8:00 am on Monday and ending at 4:00 pm on Friday.

The "Regular Workday", is the designated period between that time, inclusive of a non-paid meal period (as applicable to exempt or nonexempt employment status) on any day when such employee commences his/her "principal activity" and the time on that day at which he/she ceases such principal activity or activities. The workday may therefore be longer than the employee's scheduled shift, hours, tour of duty, or production line time. The regular workday is Monday – Friday, 8:00 am – 4:00 pm.

Direct supervisors will provide employees with their work schedules. Individual work schedules may vary depending on the needs of each department. Additionally, balancing customer demand with production capacity could lead to variations in daily work hours as well as variations in the total work hours for a work week.

- An employee may not rearrange or change the schedule assigned by their management without the prior written approval of his or her direct supervisor. An employee must notify his or her direct supervisor of any proposed change in the employee's assigned schedule to obtain prior approval for the change.



6.2 NO OVERTIME HOURS PERMITTED FOR NONEXEMPT EMPLOYEES

Per the Defense Federal Acquisition Regulation Supplement and considering SBD's contractual obligations with the federal government, there is no overtime allowed for nonexempt employees.

- Therefore, it is SBD's position and policy that there is absolutely no circumstance under which a nonexempt employee will ever be permitted to perform work more than forty (40) hours per work week.

Wherever any reference to overtime pay or overtime hours may otherwise appear in this Handbook, all parties are advised that such verbiage only serves to fulfill other federal posting notices; it has no bearing whatsoever on SBD's requirements under the Defense Federal Acquisition Regulation Supplement or considering SBD's contractual obligations with the federal government.

- To be perfectly clear, a nonexempt employee of SBD is never permitted to perform work more than forty (40) hours per work week; there are no exceptions to this policy.

Any deviation from the above policy statement either by any member of management granting permission (express or implied) for a nonexempt employee to work in excess of forty (40) hours per work week, or by an employee choosing to work in excess of forty (40) hours per work week (with, or without the expressor implied permission to do so from any member of management) will result in severe and immediate disciplinary action, up to and including termination."

The CEO has the general responsibility of overseeing the day-to-day implementation of this policy in accordance with payroll and legal requirements. Any questions, concerns, issues, or requests related to this policy should be made in writing to the CEO for their consideration before any action is taken about a nonexempt employee working in excess of forty (40) hours in a work week. Failure to follow this directive will result in severe an immediate disciplinary action, up to and including termination.

6.3 Remote Work (Telecommuting)

SBD considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Companywide benefit, and it in no way changes the terms and conditions of employment with **SBD**; in every case, employment with this Company is "at will."

Either an employee or the Company can suggest telecommuting as a possible work arrangement. For additional information about the Company's Remote Work (Telecommuting) Policy, refer to Appendix 45.

6.4 Requirement to Request Planned Paid or Unpaid Leave in Advance of Regularly Scheduled Work Period



There are four (4) components associated with an employee submitting a request for time off work, they are:

1. The employee requests the planned time off work,
2. The direct supervisor /manager agrees to grant the employee's request,
3. Both parties agree on how much time is needed, and
4. Both parties agree on the employee's anticipated return to work date.

Employees are required to provide their direct supervisor with reasonable advance notice and to obtain management approval prior to taking time off work. This allows the employee and management to prepare for the employee's time off work and to assure that all staffing needs are met. Unless otherwise specified herein, Company management reserves the right to determine what constitutes reasonable advance notice of a request for time off work.

Requests for planned paid or unpaid leave should be submitted to the employee's direct supervisor as soon as the employee knows they wish to schedule time off work. Requests will be approved based on several factors, most importantly client commitments, department operating and staffing requirements. For these and other considerations, management reserves the right to decline any request for time off work.

- If more than one employee requests time off, in whole or in part, during the same time period, management will give reasonable consideration to all requests; final approval will be based on client commitments and the requirements of the business unit.

To schedule planned paid or unpaid leave, employees should submit a completed, written Leave Request Form to their direct supervisor refer to (Appendix 46, Leave Request Form). Management approval must be secured, in writing, prior to the employee taking time off work. The employee's manager will return the leave request to the employee within three (3) business days of the date it is submitted indicating that the request has been approved or denied. If the request for planned paid or unpaid leave is denied, the manager should, as a courtesy, provide an appropriate reason on the form and return it to the employee. Approved leave requests should be turned in to the CEO for recordkeeping and processing as soon as possible after being approved by the employee's manager.

- For planned absences of less than one (1) week, the employee must submit their written Leave Request Form to their manager at least two weeks before the first hour of the requested leave period commences.
- For planned absences of more than one (1) week, the employee must submit their written leave request to their manager at least one (1) month before the first hour of the requested leave period commences.

6.5 Requirement to Report Tardiness, Unplanned Absence and/or Early Departure

SBD expects employees to report for work on time for every regularly scheduled workday and to work through the ending time of their regularly scheduled workday. Excessive absenteeism or frequent tardiness puts an unnecessary strain on co-workers and can have a negative impact on the success of the Company.



An employee who is unable to report to work at the designated time is required to notify his or her direct supervisor as soon as practicable but no later than thirty (30) minutes after the employee's regularly scheduled start time. Likewise, if an employee has an immediate, unplanned emergency that requires them to vacate their work at any time prior to the end of their regularly scheduled workday, they are also required to provide their direct supervisor with immediate notice of their early departure; *"immediate notice of early departure" shall mean within no more than fifteen (15) minutes of the unexpected incident precipitating a need for the employee to vacate their job, the employee must initiate direct communication with their direct supervisor.*

An employee serving notice of their late arrival, unplanned absence or early departure does not excuse the tardiness or the unplanned absence. Frequent absenteeism and/or tardiness may result in disciplinary action, up to and including termination.

6.5.1 What Constitutes Serving Notice of Unexpected Tardiness, Unplanned Absence and/or Early Departure

If the employee is unable to contact the Company for any period of tardiness or unplanned absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact **SBD** due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or their representative from contacting the Company within three days), the employee or their representative must contact the Company as soon as practicable to explain the situation. In extreme circumstances, the Company will consider the explanation and its timing before determining if the voluntary resignation status described in this Handbook section, "Voluntary Resignation (as a result of job abandonment) – Not Eligible for Rehire" will be upheld.

Except in life-threatening emergency situations involving the employee or their immediate family, **employees (or their representatives) are required to call off work by phone; this communication should occur with the employee's direct manager no later than scheduled start time.** Text, email, or other forms of electronic communication are not acceptable means for an employee to contact their manager to convey the employee's need to be off work unexpectedly and without advance approval of their absence.

6.6 Failure to Follow Policies & Procedures Related to Reporting for Work, Time Off Work, and Time Keeping

If an employee fails to follow the procedures specifically described in this Handbook regarding the requirement to report to work as scheduled, to provide advance notice of planned absences from work, to report tardiness, unplanned absences and/or early departures from work and to maintain accurate time keeping records, or other similar violations, it may result in the employee being disqualified for the requested time off work (whether paid or unpaid). Additionally, any time off work (whether paid or unpaid) where the prescribed procedures were not followed by the employee will be considered an unexcused absence, and as such, may result in disciplinary action, up to and including termination of employment.



6.6.1 Voluntary Resignation (because of job abandonment) – Not Eligible for Rehire

Employees who fail to report to work for three (3) consecutive business days without notifying the Company of their absence will be considered as having voluntarily resigned as a result of job abandonment. Employees who have abandoned their job as described above are not eligible for rehire.

Additionally, in the following specific circumstances, but not limited to these situations, **SBD** will consider it a voluntary resignation if an employee fails to report to work as planned and takes an unapproved absence of any duration:

- without first having advance, written management approval authorizing the absence, whether paid or unpaid
- where management did not approve the employee's request for a paid or unpaid leave of absence, but the employee took the requested time off work anyhow

In the above, and other circumstances, where the employee, by actions that are in direct conflict with this Policy, has elected to voluntarily resign their position, the effective date of such a voluntary resignation will be the last day worked by the employee immediately prior to the first hour of the first day of the unapproved absence.

6.7 Specific Exceptions (ONLY Related to This Policy and Procedures for Requesting Time off Work and Reporting to Work)

Exception #1: If the Governor declares a state of emergency and an employee cannot report to work because of road closures in the employee's county of residence or road closures in the county of the employer's location, the employee will not be subjected to disciplinary action or termination for that specific incident, as provided in the Pennsylvania Employee's Failure to Report to Work During a State of Emergency Law, 43 P.S. Section 148. However, any such absence associated with a declared state of emergency will be time off work without pay.

Exception #2: **SBD** will not terminate or discipline an employee who is an active volunteer fireman, a volunteer member of the fire police or a volunteer member of an ambulance service or rescue squad and, when in the line of performing their civic duty, the employee has responded to an emergency service call prior to the time he/she was due to report for work resulting in a loss of time from his or her employment. For additional guidelines on this topic, refer to this Handbook, section "Civic Duty".

Employees acting outside of their employment as volunteer emergency responders are required to provide **SBD** with a written statement signed by the head of the law enforcement agency, fire department, ambulance company, or rescue squad, as applicable, informing the Company of the employee's volunteer or first responder status.

- This written notice shall be registered with the CEO prior to the employee accepting their first call as an emergency service responder.



- Likewise, the employee is required to immediately notify the CEO in writing of any change in their volunteer emergency responder status; in this case, immediately shall mean within no more than sixty (60) minutes from discovery that their volunteer status has changed.

The employee must also:

1. make every effort to inform his direct supervisor in advance of when he or she may be tardy or absent in order to respond to an emergency fire or ambulance call;
2. if unable to provide such notice, give their direct supervisor a written statement signed by the chief executive officer of the law enforcement agency, volunteer fire company, ambulance service or rescue squad or its affiliated organization explaining why he or she could not provide advance notice of their tardiness or absence;
3. at the Company's request, submit a written statement from the head of the law enforcement agency, fire chief or head of the volunteer ambulance company, ambulance service or rescue squad or its affiliated organization verifying that the subject employee responded to a call and specifying the response date, time, and duration

Additionally, the employee is responsible for immediately notifying their direct supervisor of any accident, injury or illness that occurs while they are engaged as a volunteer emergency responder and performing duties in that capacity (which are outside the realm of their employment with **SBD**).

Acceptable notice from the employee to their management that they have experienced an accident, illness, or injury associated with their role as a volunteer emergency responder outside the realm of their employment shall mean that at the earliest possible opportunity:

1. The employee follows the guidelines, regulations and protocol associated with reporting the incident to the law enforcement agency, fire department, ambulance company, or rescue squad for whom they were performing their civic duty,
2. The employee speaks directly to their direct supervisor at **SBD** by phone and provides specific details about the non-work-related accident, injury, or illness they have experienced
3. The direct supervisor /manager acknowledges and agrees to grant the employee's request for any necessary time off work associated with the non-work-related accident, injury, or illness
4. Both parties agree on how much time is needed to recover from the non-work-related accident, injury, or illness, and
5. Both parties agree on the employee's anticipated return to work date from the non-work-related accident, injury, or illness.

If the employee is unable to contact the Company for any period of tardiness or unplanned absence, he or she should ask a representative (such as a family member or friend) to do so on the employee's behalf. If the employee or a representative is unable to contact **SBD** due to extreme circumstances (such as a medical emergency or natural disaster that prohibits the employee or their representative from contacting the Company within three days), the employee or his or her representative must contact the Company as soon as practicable to explain the situation.



Except in life-threatening emergency situations involving the employee or their immediate family, **employees (or their representatives) are required to call off work by phone; this communication should occur with their direct manager no later than scheduled start time.** Text, email, or other forms of electronic communication are not acceptable means for an employee to contact their manager to convey the employee's need to be off work unexpectedly and without advance approval of their absence.

The Company reserves the right to require any employee who has experienced an accident, illness, or injury associated with their role as a volunteer emergency responder outside the realm of their employment to provide a doctor's release to the CEO before permitting the employee to return to their regularly scheduled work duties.

Except as specifically described in this section, 6.7, there are no other exceptions to the policies and procedures for requesting time off work and reporting to work.

6.8 Official Business Closure/Inclement Weather Closure

When severe weather conditions such as heavy snow accumulation, icy roads, flooding, or other unusual conditions pose a threat to Company employees and regular business operations, the CEO may decide that employees should delay coming to work, leave work early, or not report to Company facilities for some period on either a partial or full-day basis.

The Company does not give free time off for such absences unless the CEO officially closes the facility; no one else may authorize free time off. Only the CEO has the authority to make this decision.

Except for essential employees, who have been informed of their status by letter, all other staff should carefully follow the instructions provided for a partial or full-day business closure. If an employee believes that he/she is in any danger, each employee should exercise her/his own good judgment about reporting to work. However, each employee should understand the implications of their personal decisions, and follow the provisions described in this Handbook section, "Requirement to Report Tardiness, Unplanned Absence and/or Early Departure".

To assist employees who travel a significant distance for work, any such cancellation notices will be programmed, whenever possible, no later than one-and-one-half hours prior to the beginning of the start of the regularly scheduled workday. Regional media will also be notified at one-and-one-half hours prior to 8:00 a.m., the start of the regularly scheduled workday.

SBD will make its announcement in the following ways:

A message will be sent to all employees via email and text to employee's cell phone numbers on record.

6.8.1 Partial Day Shutdown (Delayed Arrival or Early Departure)

1. Time missed by employees who do not make it to work is accounted for by permitting the individual to elect to be paid for the absence by charging the time to accumulated PTO, provided they are eligible for PTO and have sufficient accumulated time to account for the



time missed. If the employee is not eligible for PTO or does not have sufficient accumulated time to account for the time missed, the time off work is without pay.

2. Similarly, if employees are given permission to leave work early, the work time missed is accounted for as PTO, provided the employee has sufficient accumulated time to account for the time missed. If the employee is not eligible for PTO or does not have sufficient accumulated time to account for the time missed, the time off work is without pay.

6.8.2 Official Business Closure (Full-Day/s Shutdown)

If the CEO officially closes a Company facility due to inclement weather or other unusual conditions that pose a threat to Company employees and regular business operations, the following provisions apply to regular full-time and regular part-time employees, unless otherwise specified by the CEO at any time during the period of the Official Business Closure:

To preserve the integrity of the exempt classification during any period of a Company-declared Official Business Closure/Shutdown, exempt employees will be paid their regular rate of pay, subject to the provisions pertaining to deductions from salary described by the Fair Labor Standards Act (FLSA) and its amendments.

Unlike exempt employees, nonexempt employees are paid only for the actual hours they perform work. Therefore, during any Company-declared Official Business Closure/Shutdown, whether the duration of the event spans a full-or partial- work day or a full- or partial- work week, nonexempt employees will not be paid for time they did not work during that period.

- ***If pay is sanctioned by the Company during an Official Business Closure/Shutdown, employees will be paid at their "Regular Rate of Pay"***. The regular rate of pay is defined as the base pay rate in effect the workday immediately preceding the first day of an official business closure; it does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. If a Company-paid holiday falls on the day of an official business closure, the day will be charged to holiday pay. If a Company-paid, full-day business closure occurs on a day that an employee is on civic duty leave and performing their court-ordered obligations, the employee will be paid for their civic duty leave, but they will not be paid for the official business closure day. Employees who are off work on a paid or unpaid leave of absence do not qualify for paid time off work due to the official business closure.

6.8.3 Pay Practices for Employees in Essential Services During Official Full-Day Business Closure/Shutdown

1. An employee who is required by the direct supervisor to work on essential duties during that employee's regular shift shall be granted equivalent time off only for the hours worked during the official close-down period. Hours worked before and/or after the Official Business Closure/Shutdown do not qualify for equivalent time off.
2. Equivalent time off shall be scheduled at another time mutually agreeable to the employee and their direct supervisor.



3. Equivalent time off shall not be granted for hours of overtime worked during the Official Business Closure/Shutdown if the employee is eligible for overtime pay.

6.8.4 Pay Practices for Employees in Non-Essential Services During Official Full-Day Business Closure/Shutdown

1. An employee shall receive pay for the part of the work schedule missed during the Official Business Closure/Shutdown period in the following circumstances:
 - o Employee is at work until the closedown officially begins, irrespective of the time they arrive and report to work.
 - o Employee is informed not to report for work during the Official Business Closure/Shutdown.
2. The status of an employee on a regularly scheduled day off, layoff, or leave of absence without pay does not change because there is an Official Business Closure/Shut. However, an employee who had, in advance of the event, requested (and had management approval) to use vacation, personal holiday, or sick leave time shall not have such vacation, personal holiday, or sick leave time charged for the period of the employee's regular work time encompassed by an Official Business Closure/Shutdown.

7. GENERAL PAY PRACTICES & PAYROLL PROCESSING

In accordance with federal, state and local law, management reserves the right to establish time reporting, payroll processing, record keeping and other pay practices, determine the appropriateness of any deviation from Company-specific time reporting, payroll processing, record keeping and other pay practices/standards, to determine when any such deviation from Company-specific time reporting, payroll processing, record keeping and other pay practices/standards becomes excessive, disruptive or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

Wherever referenced, "**Regular Rate of Pay**" is defined as the base pay rate in effect *the work day immediately preceding an employee's excused or unexcused absence from work* (e.g. immediately preceding the first day of an official business closure, a Company recognized holiday, or immediately preceding the first day an employee is excused from work for civic duty, PTO, etc.); it does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime or shift differentials

Information about Pennsylvania regulations related to payment of wages and compensation can be found in Appendix 47 - [Pennsylvania Abstract of Equal Pay Law - English](#) and in Appendix 48 - [Pennsylvania Abstract of Equal Pay Law - Spanish](#).

Guidelines for the employment of minors under age eighteen are provided in Appendix 49, Pennsylvania's [Abstract of the Child Labor Act Hours Provisions - English](#) and Appendix 50 – [Abstract of the Child Labor Act Hours Provisions – Spanish](#). Additional information related to the employment of minors can be found in Appendix 51 - [Pennsylvania's Abstract Hours of Work for Minors Chart – English](#) and Appendix 52 – [Pennsylvania's Abstract Hours of Work for Minors Chart – Spanish](#).



- It is the policy of **SBD** not to employ children under 18 years of age.

7.1 Requirement for Employee to Provide Accurate & Current Data

Each employee is responsible and accountable for keeping the Company apprised of any updates to their personal circumstances, including but not limited to birth, death, marriage, divorce, change of legal name or other personal status, change of address, phone, email, beneficiary, or other important information (if applicable for any relevant benefit plan coverage), or change for emergency contact notification. These are examples of life-changing situations that could have an impact on the accuracy of Company recordkeeping for exemptions, withholding, payment of accident or death benefits (if applicable for any relevant benefit plan coverage); it could also adversely impact the Company's ability to share important, timely information with an employee, when necessary.

Employees must provide written notice to the Company of any/all such changes that impact Company recordkeeping by completing and updating an Emergency Contact Form (Appendix 53), the appropriate form associated with designating changes in personal information with any applicable insurance provider, or any other form the Company designates to accept written notice of a change in the employee's personal circumstances.

SBD specifically disclaims responsibility and liability for all negligent acts or omissions where an employee fails to provide accurate, complete, and timely written notice of any update to their personal circumstances where such an oversight or omission could have an adverse impact on the Company's ability to maintain accurate and complete records for the employee.

7.2 Work Activities and Non-Work Activities – General Considerations

Work activities are only the activities, duties and responsibilities performed in furtherance of **SBD's** business objectives or otherwise mandated by the Company. All employees, whether exempt or nonexempt, are required to accurately report work activities on their individual time report. For additional guidelines on this topic, refer to this Handbook, section "Time Reporting".

Time spent at events sponsored by the firm, or which may indirectly benefit the firm are not considered work activities unless one of the previous two criteria are met. In all circumstances, management retains the right to determine which activities are, or are not work activities. Consult with the CEO.

Examples of work activities include, but are not limited to:

- performing the duties associated with one's specific position, as generally outlined in a job description, performance management tool, or similar Company document
- assisting with special projects as directed by management, such as preparing client proposals or presentations
- performing administrative activities that support or contribute to the Company's best practices and operations
- conducting self-reviews or engaging in management-directed training to improve one's knowledge, skills and/or abilities related to the job



- participating in internal interviews'
- completing required compliance or industry certification training, if required by Company management.

Non-work activities are those that are not part of the employee's job function or mandated by the Company. This is regardless of whether the activity is sponsored by **SBD**, may accrue some indirect benefit to **SBD**, or takes place during the regular workday.

Examples of non-work activities include, but are not limited to:

- community involvement activities, such as community service, diversity forums, or professional functions that are not part of an employee's defined job responsibilities—even if the event is sponsored by **SBD**.
- Normal commuting to or from work
- Social activities and mentoring even if conducted during the standard workday or at the workplace, such as discussing non-work matters with clients, colleagues, or others, or attending a birthday or retirement celebration
- Non-mandatory Company-sponsored events, such as voluntary meetings about **SBD** benefits.

7.3 Pay Practices for Nonexempt Employees

7.3.1 Overtime Pay

Overtime Pay is governed by the provisions of the FLSA. However,

Per the Defense Federal Acquisition Regulation Supplement and considering SBD's contractual obligations with the federal government, there is no overtime allowed for nonexempt employees.

- Therefore, it is SBD's position and policy that there is absolutely no circumstance under which a nonexempt employee will ever be permitted to perform work in excess of forty (40) hours per work week.

Wherever any reference to overtime pay or overtime hours may otherwise appear in this Handbook, all parties are advised that such verbiage only serves to fulfill other federal posting notices; it has no bearing whatsoever on SBD's requirements under the Defense Federal Acquisition Regulation Supplement or considering SBD's contractual obligations with the federal government.

- To be perfectly clear, a nonexempt employee of SBD is never permitted to perform work in excess of forty (40) hours per work week; there are no exceptions to this policy.

Any deviation from the above policy statement either by any member of management granting permission (express or implied) for a nonexempt employee to work in excess of forty (40) hours per work week, or by an employee choosing to work in excess of forty (40) hours per work week (with, or without the expressor implied permission to do so from any member of management) will result in severe and immediate disciplinary action, up to and including termination."

The CEO has the general responsibility of overseeing the day-to-day implementation of this policy



in accordance with payroll and legal requirements. Any questions, concerns, issues, or requests related to this policy should be made in writing to the CEO for their consideration before any action is taken with regard to a nonexempt employee working in excess of forty (40) hours in a work week. Failure to follow this directive, will result in severe an immediate disciplinary action, up to and including termination.

Per the Fair Labor Standards Act, Overtime Pay May Not Be Waived: The overtime pay requirement may not be waived by agreement between the Company and employees. An agreement that only 8 hours a day or only 40 hours a week will be counted as working time also fails the test of FLSA compliance. An announcement by the Company that no overtime work will be permitted, or that overtime work will not be paid for unless authorized in advance, also will not impair the employee's right to compensation for compensable overtime hours that are worked.

So, what this means is that if any nonexempt employee of **SBD** works unauthorized overtime, they will be compensated for the time they worked (compensation will be based on the provisions of the FLSA for overtime pay), but then the employee will be subsequently and severely disciplined for their actions and behaviors which are directly contrary to the company's obligations under the Defense Federal Acquisition Regulation Supplement and also **SBD's** contractual obligations with the federal government.

7.3.2 Meal & Rest Periods

Meal and rest breaks are not required for employees age 18 and over. When working conditions permit, **nonexempt** employees are entitled to one (1) ten (10) minute rest periods for every three (3) hours worked, for a total of two (2) ten (10) minute rest periods in the standard eight (8) workday. These short rest periods are customarily counted as hours worked.

- Authorized rest periods may only last for the time specified above. Any unauthorized extension of each ten (10) minute rest period is contrary to the Company's rules, and is subject to disciplinary action, up to and including termination.
- With this notice, unauthorized extensions of short, authorized work breaks are not counted as hours worked.

A thirty (30) minute UNPAID meal period is planned for each workday. Bona fide meal periods are not worktime. These are rest periods. The employee must be completely relieved from duty for the purposes of eating regular meals. For example, an employee who remains at his/her desk while eating lunch and continues to answer the business telephone or checks business email is still working. This time must be counted and paid as compensable hours worked because the employee has not been completely relieved from duty.

- The employee is not relieved if he or she is required to perform any duties, whether active or inactive, while eating. For example, an office employee who eats at their desk while checking emails/filing/answering the phone or a factory worker who is required to be at their machine is working while eating. In this example, what should have been a meal period is time worked instead.
- It is not necessary for an employee to leave the work area/premises if the employee is otherwise completely freed from duties during the thirty (30) minute meal period.



- Authorized meal periods may only last for the time specified above; any extension of the thirty (30) minute meal period is contrary to the Company's rules, and is subject to disciplinary action, up to and including termination.

7.3.3 Waiting Time:

Whether waiting time is hours worked depends upon the particular circumstances. Generally, the facts may show that the employee was engaged to wait (which is work time) or the facts may show that the employee was waiting to be engaged (which is not work time).

For example, an Assistant who reads a book while waiting for their manager to send an email with instructions to start a new assignment or a firefighter who plays checkers while waiting for an alarm is working during such periods of inactivity. These employees have been "engaged to wait" according to the provisions of the Fair Labor Standards Act (FLSA).

7.3.4 On-Call Time:

An employee who is required to remain on call on the employer's premises is working while "on call." An employee who is required to remain on call at home, or who is allowed to leave a message where he/she can be reached, is not working (in most cases) while on call. Additional constraints on the employee's freedom could require this time to be compensated.

7.3.5 Sleeping Time and Certain Other Activities:

An employee who is required to be on duty for less than 24 hours is working even though he/she is permitted to sleep or engage in other personal activities when not busy. An employee required to be on duty for 24 hours or more may agree with the employer to exclude from hours worked bona fide regularly scheduled sleeping periods of not more than 8 hours, provided adequate sleeping facilities are furnished by the employer and the employee can usually enjoy an uninterrupted night's sleep. No reduction is permitted unless at least 5 hours of sleep is taken.

7.3.6 Lectures, Meetings and Training Programs:

Attendance at lectures, meetings, training programs and similar activities need not be counted as working time only if four criteria are met, namely: it is outside normal hours, it is voluntary, not job related, and no other work is concurrently performed.

7.3.7 Travel Time:

The principles which apply in determining whether time spent in travel is compensable time depends upon the kind of travel involved.

7.3.8 Home to Work Travel:

An employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel, which is not work time.



7.3.9 Home to Work on a Special One Day Assignment in Another City:

An employee who regularly works at a fixed location in one city is given a special one-day assignment in another city and returns home the same day. The time spent in traveling to and returning from the other city is work time, except that the employer may deduct/not count that time the employee would normally spend commuting to the regular work site.

7.3.10 Travel That is All in a Day's Work:

Time spent by an employee in travel as part of their principal activity, such as travel from job site to job site or customer location to customer location during the workday, is work time and must be counted as hours worked.

7.3.11 Travel Away from Home Community:

7.3.11.1 For Nonexempt Employees Working Regularly Scheduled Hours

Travel that keeps an employee away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across the employee's workday. The employee is simply substituting travel for other duties. The time is not only hours worked on regular working days during normal working hours but also during the corresponding hours on nonworking days. Thus, if an employee regularly works from 9 a.m. to 5 p.m. from Monday through Friday the travel time during these hours is worktime on Saturday and Sunday as well as on the other days. Regular meal period time is not counted. Time spent in travel away from home outside of regular working hours as a passenger on an airplane, train, boat, bus, or automobile will not be considered as work time.

7.3.11.2 For Nonexempt Employees Working Irregular Work Hours (e.g., Work Hours Vary Day by Day, or From Week to Week):

This Company can elect to use any one of the three methods described below to reasonably ascertain a nonexempt employee's "regular" or "normal" work hours for purposes of the "travel away from home" rule:

1. If the employee's time records during the most recent month of "regular employment" records reveal "typical work hours," the employer may consider those as the "normal" hours going forward unless some subsequent material change in circumstances indicates the normal hours have changed.
2. If the records do not reveal any normal or typical working hours, the employer may instead choose the average start and end times for the employee's workdays.
3. Alternatively, the employer and employee (or the employee's representatives) may negotiate and agree to a "reasonable amount of time or timeframe" in which travel outside



of employees' home communities is compensable (e.g. the Company can use an employee's average daily number of hours worked as the number of compensable hours on a travel day, provided the Company and employee agree on this method of determining the "normal" workday for travel time purposes.

7.4 Pay Frequency

Regular exempt employees of **SBD** are paid bi-weekly (26 times per year). Regular, nonexempt, part-time and/or temporary employees of **SBD** are also paid bi-weekly.

When a payroll date falls on a holiday or an Official Business Closure/Shutdown day, employees will, when possible, be paid on the last business day before the holiday or the Official Business Closure/Shutdown IF the actual Official Business Closure/Shutdown can be reasonably predicted or planned by the CEO. Otherwise, employees will be paid on the first business day following the regularly scheduled payroll date.

7.5 Time Reporting

All nonexempt, part-time, and temporary employees are required to complete accurate weekly time reports showing all time actually worked in the Workforce app. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, the employee and his or her supervisor must submit and approve the designated Company time sheet (refer to Appendix 54) attesting to its correctness before forwarding it to the CEO.

Absences and unworked days may be recorded in advance, but work activities must always be recorded after they are performed. Employee hours worked can be tracked in real time.

7.5.1 Time Report Submission

All time sheets must be submitted to the CEO no later than 4:00 pm each Friday. Submitting time sheets on the last business day of the time reporting period may require estimating and recording time before the work is actually performed; this is the only instance where estimating work to be performed is acceptable.

7.5.2 Time Sheet Adjustments

When submitting a time sheet, the employee is certifying that their time is being accurately reported. If there is any difference between the actual time worked and the estimated time submitted on the last business day of the time reporting period, an adjustment/correction must be made at the earliest possible opportunity, but no later than the last business day of the next reporting period.

If a supervisor has any question about the time reported by an employee, they are expected to contact the employee to resolve any differences. If necessary, the supervisor may seek clarification and input from other persons who might have had direct, first-hand knowledge or who could provide an eye-witness account of the employee's activities during the time in question to glean additional material details to help resolve any remaining questions about hours worked.



7.6 Payroll Deductions

All Company personnel are expressly prohibited from making any improper deductions from wages and salaries. We want employees to be aware of this policy and that the Company does not allow docking pay or any other deductions that violate the FLSA, its amendments or wage payment laws of the Commonwealth of Pennsylvania.

7.6.1 Authorized Wage Deductions – All Employees

In Pennsylvania, it is permissible for an employer to deduct or withdraw wages from an employee's paycheck for deductions that are authorized by and for the convenience of the employees. For that purpose, employees will be asked to sign the Company's Payroll Deduction Authorization Form (refer to Appendix 55) or a similar written authorization form that has been provided to the employee by the Company's payroll service provider. The following deductions are legally permissible in Pennsylvania:

- (1) Contributions to and recovery of overpayments under employee welfare and pension plans subject to the Federal Welfare and Pension Plans Disclosure Act
- (2) Contributions authorized in writing by employees or under a collective bargaining agreement to employee welfare and pension plans not subject to the Federal Welfare and Pension Plans Disclosure Act These include group insurance plans, hospitalization insurance, life insurance, provided such insurance policies are written by companies certified by the Pennsylvania Insurance Department, and group hospitalization and medical service programs offered by nonprofit hospitalization and medical service organizations and medical group plans.
- (3) Deductions authorized in writing for the recovery of overpayments to employee welfare and pension plans not subject to the Federal Welfare and Pension Plans Disclosure Act
- (4) Deductions authorized in writing by employees or under a collective bargaining agreement for payments into the following:
 - (i) Company-operated thrift plans.
 - (ii) Stock option or stock purchase plans to buy securities of the employing or an affiliated corporation at market price or less provided such securities are listed on a stock exchange or are marketable over the counter.
- (5) Deductions authorized in writing by employees for payment into employee personal savings accounts such as the following:
 - (i) Payments to a credit union.
 - (ii) Payments to a savings fund society, savings, and loan, or building and loan association.



- (iii) Payments to the savings department of banks for Christmas, vacation, or other savings funds.
- (iv) Payroll deductions for the purchase of United States Government bonds.
- (6) Contributions authorized in writing by the employee for charitable purposes such as the United Community Fund and similar organizations.
- (7) Contributions authorized in writing by the employee for local area development activities.
- (8) Deductions provided by law, including but not limited to deductions for Old Age and Survivors Insurance (Social Security taxes), withholding of Federal or local income or wage taxes or occupation privilege taxes and deductions based on court orders.
- (9) Labor organization dues, assessments and initiation fees, and such other labor organization charges as are authorized by law.
- (10) Deductions for repayment to the employer of bona fide loans provided the employee authorizes such deductions in writing either at the time the loan is given him or subsequent to such loan.
- (11) Deductions for purchases or replacements by the employee from the employer of goods, wares, merchandise, services, facilities, rent, or similar items provided such deductions are authorized by the employee in writing or are authorized in a collective bargaining agreement.
- (12) Deductions for purchases by the employee for his convenience of goods, wares, merchandise, services, facilities, rent or similar items from third parties not owned, affiliated or controlled directly or indirectly by the employer if the employee authorizes such deductions in writing.
- (13) Such other deductions authorized in writing by employees as in the discretion of the Department is proper and in conformity with the intent and purpose of the Wage Payment and Collection Law.

7.6.2 Salary Deductions – Exempt Employees Only

To preserve the integrity of the exempt classification during any period of a Company-declared Official Business Closure/Shutdown, exempt employees in the Commonwealth of Pennsylvania will be paid their regular rate of pay, subject to the provisions pertaining to deductions from salary described by the Fair Labor Standards Act (FLSA) and its amendments.

7.6.3 What to Do if an Improper Deduction Occurs

All employees should routinely examine every paycheck or advice received in a timely manner to ensure that no improper deductions or improper overpayments have been made, and to ensure no other errors have occurred. If an employee feels that an improper deduction or overpayment has been made, or there is another type of error, he/she should immediately contact the CEO.



If the Company determines that it made an improper deduction from a paycheck, it will reimburse for the improper amount deducted and take good faith measures to prevent improper deductions from being made in the future. In cases of improper overpayments, employees are expected to promptly repay **SBD** in the amount of the overpayment. These arrangements can be made through via direct communication with the CEO.

7.7 Withholding (state, local, federal taxes, etc.)

Certain payroll deductions are required by law. These include: Federal Income Tax, Federal Unemployment Tax (FUTA), Social Security Tax (FICA), state, city, and local income taxes (where applicable).

The amount of federal income tax withheld is based on withholding tables published by the Internal Revenue Service (IRS) and the information provided on each employee's Form W-4, Employee's Withholding Allowance Certificate. To help you determine the appropriate withholding for your personal circumstances, the IRS has published a user-friendly withholding calculator at: to [:https://www.irs.gov/individuals/irs-withholding-calculator](https://www.irs.gov/individuals/irs-withholding-calculator). For additional IRS reminders about when to check your withholding, refer to Appendix 56.

Each new employee should fill out a W-4 when hired. If a new employee does not provide a completed W-4, tax is withheld as if he or she is single, with no withholding allowances. A W-4 remains in effect until the employee provides a new one. Revised withholding must begin no later than the first payroll period ending on or after the 30th day after the date the revised W-4 was received.

If you have questions about FICA or Medicare withholding, the following link to the IRS website offers guidance and guidelines that will be helpful in answering questions you might have about [FICA or Medicare taxes and withholding rates.](#)

By law, employers are required to withhold state income tax and local taxes; employees also contribute to the unemployment tax at a rate determined annually. For the additional information about withholding taxes collected by the Company from its employees in the Commonwealth of Pennsylvania, use the resources located on Pennsylvania's [Department of Revenue site.](#)

7.8 Direct Deposit

Direct Deposit is default and offers guaranteed payroll deposit on pay day and time-saving convenience. Using the Direct Deposit Election Form, Appendix 57, you can elect to have your paycheck deposited electronically into a bank account of your choice. This choice can be made at any time during your employment, changes will become effective the next pay date after you submit the form to the Company, subject to all required information being completed properly and other payroll processing requirements.

7.9 Wage Garnishments

A **wage garnishment** or wage attachment is an order from a court or a government agency that requires **SBD** to withhold a certain amount of money from your paycheck for the benefit of a



creditor. Common examples of debt that result in attachments include child support, taxes, and unpaid court fines, among other matters.

There are federal and state guidelines that regulate wage garnishment; this Company abides by the Consumer Credit Protection Act (CCPA) and any other applicable laws; the Company will act upon all wage garnishments, as instructed.

If you have concerns about wage garnishment, review the Department of Labor's general Fact Sheet concerning wage garnishment and also Pennsylvania's wage garnishment laws which can be found at the Pennsylvania Department of Labor and Industry website.

8. TIME OFF WORK AND LEAVE POLICIES

In accordance with federal, state and local law, management reserves the right to establish time off work and leave practices, policies and procedures, determine the appropriateness of any deviation from Company-specific time off work and leave practices, policies and procedures, to determine when any such deviation from Company-specific time off work and leave practices, policies and procedures becomes excessive, disruptive or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

8.1 Paid Time Off (PTO); this includes vacation, sick, and other personal time off work

The Company recognizes that employees have diverse needs for time off from work and PTO offers a flexible approach to time off. Only regular full-time employees are eligible for Paid Time Off (PTO).

- **Full-time employees** are those working at least for (40) hours per week

PTO will be paid at the employee's base rate at the time the leave is taken (refer to the section "General Pay Practices & Payroll Processing" in this Handbook for additional information about base rate of pay). PTO pay is not included in any overtime calculation and does not include any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. If a Company-paid holiday falls during the employee's PTO, the day will be charged to holiday pay rather than to PTO pay. Pay in lieu of using PTO is not permitted.

The minimum amount of PTO that can be used at one time depends on whether the employee is an exempt or a nonexempt status employee.

- **Nonexempt and hourly employees** are paid for the hours they work. If the employee has any accumulated PTO balance, the employee will be required to first use their available PTO balance to cover any partial day absence of any duration. Any approved time off work in excess of the employee's available PTO balance will be unpaid leave.
- **Exempt employees** receive their full salary for any week in which they perform work, without out regard to the number of days or hours worked. Salary docking is not permitted for partial day absences of exempt employees.



Exempt employees must take PTO in increments of not less than one (1) hour. If the employee has any accumulated PTO balance, the employee will be required to first use their available PTO balance to cover any partial day absence, of any duration. For any approved time off work in excess of the employee's available PTO balance, the Company remains obligated to ensure that the employee is fully compensated, even on days of partial absence.

PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Any unapproved absence that results in several consecutive days of absence could subject the employee to disciplinary action, up to and including termination.

In any calendar year:

- Employees are not permitted to take off more than what was agreed upon in offer letter, and
- Management reserves the right to identify peak work periods during which PTO may be prohibited or restricted.

8.1.1 PTO Accrual

Accruals are generally shown in days; however, they are gained and monitored in hours (for example, 20 days equates to 160 hours based on a typical 40-hour, 5-day working week).

PTO accrual can vary depending on the particular employee's amount of service to the Company and their FTE (full-time equivalent) status. Also, there are relative variances depending on whether the employee is considered exempt or nonexempt. For additional information about PTO accrual rates per pay frequency, refer to the "PTO Accrual Tables" at the end of this section of this Handbook.

Employees must ensure that they have enough accrued leave available to cover the dates requested for time off work. PTO can be used only after it is earned; the only possible exception to this policy must be granted by the CEO.

8.1.2 When is PTO Earned?

When a new employee reports to work on or before the 15th of the month, PTO will start accruing in that month. When a new employee reports to work on the 16th or any day of the month thereafter, accrual will begin on the first day of the following month.

PTO accrual is earned on the last day of each month, and only full months of service (e.g., from the first through the last business day of the month) are considered in calculating accruals OR delete the qualifier of only full months of service as a requirement.

Employees who earn a new, higher rate of PTO service accrual during a month will begin accruing at the higher rate on the first day of the pay next pay period. For example,



- An exempt employee who receives their wage payment on the last day of each month and who will be celebrating three years of working at the Company on September 14, 2026, will start to accrue PTO at the increased rate as of October 1, 2026.
- An hourly nonexempt or hourly part-time employee who receives their wage payment on the 15th and the last day of each month, and who will be celebrating three years of working at the Company on September 14, 2026, will start to accrue PTO at the increased rate as of September 16, 2026.

All employees who are actively at work or on paid leave, such as PTO, disability, military leave or other or personal days, will continue to accrue paid leave benefits provided by **SBD**.

8.1.3 When PTO is not earned

Employees on unpaid leave are not entitled to continue accruing paid-leave benefits. This includes employees who are receiving income replacement benefits from a source other than **SBD** payroll such as short-term disability, long-term disability, or workers' compensation insurance.

8.1.4 PTO “Bank” and Carryover Conditions

There is no carryover of PTO from one year to another. This means that employees who do not use their PTO by the end of the calendar year will forfeit that time.

8.1.5 PTO Accrual

PTO at **SBD** is based on “annual accrual”. Full-time exempt and nonexempt employees earn PTO hours at the rate of .05769 per hour, which equates to 2.3 per week, 4.6 per pay period or 10.0 hours per month.

8.1.6 PTO Exceptions

The time that is not covered by this PTO policy, and for which separate guidelines and policies exist, include Company paid business closure, holidays, bereavement/funeral/memorial service time off, civic duty leave ((jury duty (this includes receiving or responding to a summons, serving as a juror, or attending court for prospective jury service), court appearance (attendance as a witness to, or a victim of, a crime, or as a member of a victim’s family who takes leave to be a witness), voting, emergency responder service leave, military service leave)) and any other absences covered by federal, state or local law.

The Company reserves the right to require employees who miss more than three (3) consecutive unscheduled days off work due to illness or injury to present a doctor's release to the CEO before permitting the employee to return to their regularly scheduled work duties.

- Unscheduled absences, due to illnesses or injury of four (4) hours or more that result in consecutive days absent from work, are considered one absence incident in relation to potential disciplinary action.



If an unscheduled absence occurs that is not due to illness or injury but is instead directly related to another type of leave recognized by this Company, the Company reserves the right to require the employee to provide documentation of that absence that is fully satisfactory to the Company before permitting the employee to return to work.

8.1.7 Notice, Scheduling & Reporting PTO

Each employee is responsible for managing their PTO account. It is important that employees plan ahead for how they intend to use their PTO. This means developing a plan for taking vacations, as well as scheduling doctor's appointments and handling personal business. It also means holding some time in "reserve" for the unexpected, such as emergencies and illnesses.

8.1.8 Failure to Follow PTO Policy and/or Procedures

If an employee fails to follow the procedures described in this Handbook related to attendance, such as but not limited to the requirement to report to work as scheduled, to provide advance notice of planned absences from work, to report tardiness, unplanned absences and/or early departures from work and to maintain accurate time keeping records, or other similar violations, it may result in the employee being disqualified for the requested PTO leave.

Additionally, any days off work where the prescribed procedures were not followed by the employee will be considered an unexcused absence, and as such, may result in disciplinary action, up to and including termination of employment. In the following specific circumstances, but not limited to these situations, **SBD** will consider it an unexcused absence (of any duration) if the employee fails to report to work as planned and was absent:

- without first having advance, written management approval authorizing the absence, whether paid or unpaid
- where management did not approve the employee's request for a paid or unpaid leave of absence, but the employee subsequently took the requested time off work anyhow

Employees who fail to report to work for three (3) consecutive business days without notifying the Company of the absence will be considered as having voluntarily resigned as a result of job abandonment. For additional guidelines on this topic, refer to this Handbook, section "Voluntary Resignation (as a result of job abandonment) – Not Eligible for Rehire."

In the above examples and other circumstances determined by the Company, if an employee's actions that are in direct conflict with this policy and result in a voluntary resignation or a termination of employment, the effective date of either the voluntary resignation or the termination of employment will be the last day worked by the employee immediately prior to the first hour of the first day of the unapproved absence.

8.1.9 Deductions from PTO

Any repayments owed to the Company that are determined to have been incurred as the result of an employee's failure to accurately record their time, in violation of the Company's Time Reporting Policy or as otherwise described in this Handbook, may be recoverable by the Company through deductions from accrued but unused PTO to the fullest extent permissible by federal, state and/or local law. Deductions from PTO accrual may also be made as noted in the



section below, "What happens to PTO at Termination of Employment."

8.1.10 What happens to PTO at Termination of Employment?

If employment is terminated, accrued, unused PTO leave earned through the last day of active employment *may* be paid at the employee's base rate of pay at termination if:

- the employee has provided the Company with at least two weeks written notice,
- the employee is in good standing with the Company, and
- the request to pay out PTO is approved by the Company CEO.

For purposes of this PTO policy, "good standing" shall mean the CEO of the Company regards the employee as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension, or disciplinary censure.

Employees who provide the Company with two weeks of notice of their intent to terminate employment must work the two weeks without utilizing PTO. The Company reserves the right, solely at the direction of the CEO, to deviate from this general practice if the CEO determines it is in the Company's best interest to allow the terminating employee to collect their earned PTO without working out the two-week notice period.

Accrued, unused PTO leave earned through the last day of active employment is not paid out at termination. Payment to settle a negative PTO balance may be deducted from the employee's final paycheck, to the fullest extent permissible by federal, state and/or local laws.

In the event of the employee's death, earned unused PTO time will be paid to the employee's estate or the employee's designated beneficiary.

8.2 Holiday

The Company recognizes nine paid holidays each year, they are:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day & the Friday after
- Christmas Day

Should a holiday fall on a weekend, the holiday will typically be observed on the workday closest to the holiday and the day of observance will be communicated by management. Employees who wish to take additional time off for days not listed above may request PTO or take the additional days off on an unpaid basis. Employees are not entitled to holiday pay during any unpaid leave of absence period.

8.3 Civic Duty Leave



The Company encourages employees to fulfill their civic duties. To support this cause, the Company abides by the Federal Jury System Improvement Act of 1978 and several Pennsylvania statutes that protect the rights of employees to serve and fulfill their civic obligations.

Therefore, it is **SBD's** policy to specifically prohibit any act to discharge, penalize (through loss of seniority or benefits), or threaten to discharge or penalize an employee who receives or responds to a summons, serves as a juror, or attends court for prospective jury service. Likewise, any act to discharge, penalize (through loss of seniority or benefits), or threaten to discharge or penalize an employee who must attend court as a witness to, or a victim of, a crime, or who is a member of a victim's family and takes leave to be a witness is also specifically prohibited.

Furthermore, the Company fully supports Pennsylvania's Health and Safety mandate, Title 35, which is intended to encourage the efforts of volunteer firefighters, fire police and emergency medical technicians. Subject to that legislation and the section of this Handbook, "Specific Exceptions (ONLY Related to This Policy and Procedures for Requesting Time off Work and Reporting to Work)", **SBD's** policy is not discipline or terminate an employee who is a volunteer fireman, a volunteer member of the fire or police or a volunteer member of an ambulance service or rescue squad and, *when in the line of duty*, the employee has responded to an emergency service call prior to the time he/she was due to report for work resulting in a loss of time from his or her employment.

- Paid leave for declared disasters and other significant events will typically be capped at ten (10) days per 365-day period (calendar year) per eligible employee

8.3.1 Court Appearance & Jury Duty Leave

This form of leave does not cover time off from work that may be necessary to attend to personal or routine legal matters, including, but not limited to challenging a traffic violation/ticket, meeting with attorneys or legal representatives (other than necessary for a court proceeding), preparing will or similar personal documents, handling immigration issues, closing on a home, settling an estate, or to situations in which the **SBD** employee is a party in a personal civil or criminal matter. If an individual is attending to their own personal or routing legal matters or if they are appearing in court on their own behalf, they are required to use PTO; otherwise, this is unpaid time off work.

Individuals summoned for jury duty or appearing as subpoenaed witnesses are expected to report to work during normal working hours whenever court is not in session, when their presence in court is not required or when they are excused from jury duty.

If you are called to serve during a particularly busy period, **SBD** may ask you to request the court to consider a postponement. The Company will provide additional documentation to the court in this regard, if necessary, to attempt to obtain a postponement.

8.3.2 Compensable Civic Duty Leave

*NOTE to All Pennsylvania Employees: Without question, **SBD** will provide unpaid leave to employees who take time off from work to attend court as victims of a crime, witnesses to a crime; or members of a crime victim's family. However, because SBD is a manufacturing employer with fewer than forty (40) employees, **SBD** will request the court automatically excuse the employee*



from jury duty. If the court does not grant the company's request, SBD to excuse the employee from jury duty, **SBD** will honor the guidelines described below.

While **SBD** is not required to pay employees for time off work to perform their civic duties, this Company has elected to protect its full-time, benefit-eligible employees from loss of income while performing their public service duties. Regular full-time employees are eligible for compensable civic duty leave of absence if they are required to:

- attend court as a witness to a crime
- attend court as a victim of a crime
- attend court because they are a member of a victim's family and will serve as a witness
- receive or respond to a summons
- serve as a juror, or
- attends court for prospective jury service
- or if requested by Company attorneys to appear in court as a witness to testify when the testimony covers his/her job duties

Benefit-ineligible employees will be granted the time off work to perform their civic duties, but such time off will be without pay.

8.3.3 Crime Victims

If an employee or the employee's close relative is a victim of or witness to a serious crime (as defined below), the employee may request Civic Responsibilities Leave. For purposes of this policy, a close relative means an immediate family member (the employee's spouse/domestic partner; or a child, parent, or sibling of the employee or of the employee's spouse/domestic partner). It also includes any person who shares the employee's residence or for whom the employee is the legal guardian.

A serious crime means a crime of violence or another felony, such as theft or embezzlement. Misdemeanors are not covered.

Examples of situations for which this leave may be taken include but are not limited to domestic or sexual violence or abuse; assault; stalking; and seeking legal assistance, preparing for trial, or consulting with a district attorney or prosecutor related to a serious crime.

In certain circumstances, victims of domestic violence, stalking, or sexual assault may be able to take leave under the Family and Medical Leave Act (FMLA; this applies only to eligible employees of covered employers. Please refer to "Family and Medical Leave Act" of this Handbook for additional information on this subject; at this time, this Company does not meet the definition of a covered employer and FMLA benefits are not available to its employees. Any time off for situations that qualify under FMLA should be charged only as FMLA leave and counted as part of the employee's FMLA leave entitlement; such absences should not be charged as Civic Duty Leave.

Employees requesting Civic Duty Leave for crime-victim situations not covered by FMLA must provide the CEO with the name/jurisdiction of the court conducting the proceedings,



documentation from the court regarding the proceedings, and the anticipated date(s) of the proceedings as much in advance as practicable. If advance notice is not feasible or practical, the employee must provide this information and the appropriate documentation verifying the crime or proceedings as soon as it becomes available; for purposes of this policy, "as soon as it becomes available" means no more than one (1) hour from receiving such documentation from court. Unless the employee consents or the law requires disclosure to outside parties, all such information provided to **SBD** will be kept as confidential as possible. It also will be maintained separately from the employee's personnel records.

8.3.4 Summons/Subpoenas:

To qualify for a Civic Duty Leave of Absence, you will need to provide the CEO with a copy of the court summons/subpoena you received at the earliest possible opportunity but no later than thirty (30) minutes after your regularly scheduled start time.

Although the necessary time off work would be honored to satisfy court requirements, failure to provide the required documentation on a timely basis might result in all or part of the civic duty leave of absence being granted on an unpaid basis. The duration of time off with pay will be determined by the requirements of the jury duty subpoena and schedule or the applicable subpoena/proceeding, or the event resulting in the need for the leave, all substantiated by court documents.

8.3.5 Company Related

For matters involving the Company, where an employee is compelled to testify or engage in other similar activity on a Company-related matter, such appearances and all associated preparatory time is charged as a work activity, not as Civic Duty Leave. In this instance, the employee will receive any specific instructions from the CEO or **SBD's** legal counsel as to how to report their time as a work activity.

8.3.6 Effect on Pay / Benefits

Depending on whether it is a federal or state jury action, federal jurors and jurors from the Commonwealth of Pennsylvania typically receive a nominal jury duty payment as well as potential reimbursements for travel and parking expenses. However, jury duty pay tends to be a token amount rather than actual compensation.

- **Regular Rate of Pay During Civic Duty Leave:** This is the base pay rate in effect the workday immediately preceding the first day of civic duty leave of absence; it does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. Pay in lieu of using civic duty leave is not permitted. If a Company-paid holiday falls during the employee's civic duty leave of absence, the day will be charged to holiday pay rather than to civic duty leave of absence. If a Company-paid, full-day business closure occurs on a day that an employee is on civic duty leave and performing their court-ordered obligations, the employee will be paid for their civic duty leave, but they will not be paid for the business closure day. Employees who have requested PTO and subsequently receive a court summons or subpoena to serve the court during the planned PTO period may



elect to make alternative PTO arrangements (subject to Company approval); employees are not eligible for PTO and paid civic leave duty on the same day. Employees who are summoned or subpoenaed to serve court duty while the employee is off work on a paid or unpaid leave of absence do not qualify for paid time off work to perform their civic duties.

- **Extended Civic Duty Leave – Effect on Benefits:** In general, for short-term duration Civic Duty Leave of less than thirty (30) days, if an employee is already enrolled with benefit elections designated and coverage in effect, benefits coverage will continue during their absence. Employees who anticipate or are notified by the court that their jury duty is likely to or will exceed thirty (30) days should notify the CEO of this fact as soon as they become aware of the extended service need to determine any effect on benefits continuation or other terms and conditions of employment.

After providing the Company with a copy of the summons/subpoena from the court and providing evidence they have concluded jury service (such as a payment voucher issued by the court), qualified employees will be paid at their regular rate of pay for civic duty leave up to a maximum of five (5) days during each 365-day period. PTO may be used if the time served exceeds five (5) days.

8.3.7 Volunteer Emergency Service Responders

To encourage the efforts of volunteer firefighters, fire police and emergency medical technicians, Pennsylvania law mandates that an employer of such personnel shall not discipline or terminate their employees for missing time due to an emergency response

"Fire service." The service of organized groups of individuals, not only in training for and in active duty in the protection of the public against fire, but also in the training for and the performance of such other activities as are commonly undertaken by fire companies and their affiliated organizations, including, but not limited to, fire prevention, first aid, rescue and salvage, ambulance service, fire police work, radio communications, assistance at accidents, control of crowds both on the fire grounds and at occasions of public or general assembly, animal rescue, abatement of conditions due to storm, flood or general peril, abatement or removal of hazards to safety and participation in public celebrations, parades, demonstrations and fundraising campaigns.

8.3.8 Voting

On days when elections for public office are held, employees who wish to vote in the election should do so either before or after their regularly scheduled workday or during a lunch period. If that is not possible or practical, the employee is responsible for making arrangements in advance of taking time off work with their management; this allows the Company to plan for the employee's time off work and assure that all staffing needs are met.

Non-exempt employees are not paid for time they elect to take off work to vote. Time off work to vote does not affect the pay of Exempt employees. Time off work to vote is to be accurately reported and recorded for the pay period by the employee.



8.4 Bereavement Leave (includes Funeral Leave)

SBD recognizes that bereavement is a difficult life event, requiring time for an employee to grieve and fulfill family obligations. Therefore, after the loss of an immediate family member, **SBD** offers bereavement leave to eligible employees so they can make funeral arrangements, pay respects to the family at a wake or visitation attend the memorial and/or funeral and burial, deal with the deceased's possessions and will, and handle any other ancillary matters that employees must address when a loved one dies.

Bereavement leave and time off for the funeral of a close, non-family member will be administered by the Company in a respectful and flexible manner. **SBD** will make every effort to accommodate an employee's request for bereavement leave and/or funeral time off unless there are compelling client commitments, extenuating business needs, unusual staffing requirements and/or some other matter that must be considered at the time the employee submits their request for bereavement leave or time off for a funeral.

Generally, bereavement leave is taken immediately following the death. However, there may be circumstances when management recognizes the need for flexibility, for example, if a funeral or memorial service is scheduled at a time in the future.

In each circumstance, the CEO has the authority to determine whether or not to grant bereavement leave. In compelling circumstances, the CEO may even elect to grant an eligible employee additional time off work, with or without pay. The basis for the CEO's decision might include the employee's relationship to the deceased, travel distance, and his or her involvement in funeral arrangements.

The Company reserves the right to require an employee to produce some documentation related to their need for bereavement or memorial service leave (e.g., provide a copy of the obituary, death certificate, etc.) before making a determination about granting the employee's leave request. Likewise, if services for the deceased require the employee to travel out-of-town, and such travel time results in the employee being off work more than the three (3) day original bereavement leave or the one (1) day funeral/memorial service leave period, the employee may be required to provide any appropriate documentation to support out of out-of-town travel (e.g. airline ticket stubs, etc.); (this paragraph is likely overkill for your Company, but it's included for your consideration)

- The employee is responsible for collecting the appropriate documentation in a timely manner and providing it to the Company, upon request.
- If an employee fails to provide documentation required by the Company regarding their request for bereavement or funeral leave, or otherwise fails to follow the procedures specifically described in this Handbook related to attendance, such as but not limited to the requirement to report to work as scheduled, to provide advance notice of planned absences from work, to report tardiness, unplanned absences and/or early departures from work and to maintain accurate time keeping records, or other similar violations, it may result in the employee being disqualified for the requested bereavement or funeral leave. Additionally, any bereavement or funeral leave where the prescribed procedures were not followed by the employee will be considered an unexcused absence (without pay), and as such, may result in disciplinary action, up to and including termination of



employment. Review the preceding sections on “Attendance” and “Time off Work” for additional perspective on this topic.

- **Regular Rate of Pay During Bereavement Leave:** This is the base pay rate in effect the workday immediately preceding the first day of bereavement leave of absence; it does not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. If a Company-paid holiday falls during the employee’s bereavement leave of absence, the day will be charged to holiday pay rather than to bereavement leave of absence. Pay in lieu of using bereavement leave of absence is not permitted. Employees who are summoned or subpoenaed to serve court duty while the employee is on bereavement leave of absence do not qualify for paid time off work to perform their civic duties.

8.4.1 Immediate Family Defined for Bereavement Leave

Full time employees who are scheduled to work forty (40) hours per week are eligible for bereavement leave. The Company allows employees up to three (3) days or (twenty-four hours) of paid leave (hereafter, the “original bereavement leave period”) in the event of the death of the employee’s spouse, domestic partner, child, father, father-in-law, mother, mother-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter.

8.4.2 Non-Family Funeral and/or Memorial Service Leave

All regular, full-time employees may take up to one (1) day off with pay to attend the funeral or memorial service of a close, non-family member. This time off will be considered and granted by the CEO on a case-by-case basis.

All full-time employees are allowed up to four (4) hours of funeral/memorial service leave to attend the funeral/memorial service of a fellow employee or retiree of the Company, provided such absence from work will not interfere with normal operations of the Company.

8.4.3 Additional Time Off for Bereavement

If an employee leaves work early on the day he or she is notified of the death, the time is not counted as bereavement leave. In this case, with management approval, the employee may choose to either use Paid Time-Off (PTO) or take leave without pay for such time away from work.

The Company understands the deep impact that death can have on an individual or a family, therefore additional time off work may be granted in the instance of the death of an immediate family member.

Employees wishing to extend the three (3) day bereavement leave or one (1) day of funeral/memorial service leave offered by the Company may request to use any remaining Paid Time-Off (PTO) they have accrued at the time they made their request for bereavement or funeral leave.



The employee must make arrangements with his or her manager for any additional PTO or unpaid time off work prior to taking such time off. A request to extend bereavement or funeral/memorial service leave must be made no later than 24 hours before the anticipated return to work date of the original bereavement period.

Without exception, any time off for bereavement or funeral/memorial service leave in excess of earned PTO will be without pay.

8.4.4 Notice, Scheduling & Reporting Bereavement & Funeral/Memorial Service Leave

Employees are responsible for immediately notifying the CEO of their need to use bereavement or funeral/memorial service leave; in this case, immediately shall mean within no more than two (2) hours of the employee's regular starting time.

If arrangements for extended time off for bereavement or funeral/memorial service leave were not previously agreed upon between the employee and their immediate, direct supervisor /manager (e.g. the employee did not request extended bereavement leave at the time they first requested time off work for this purpose), the employee is required to request an extension, in writing, of the original bereavement leave period from their direct supervisor /management.

- Appropriate and acceptable notice is considered to be when the employee speaks directly to the CEO during an in-person or telephone conversation; email, text or any other electronic communication is not considered to be acceptable notice in this event.
 - 1) requests the bereavement leave,
 - 2) the direct supervisor / manager agrees to grant their request,
 - 3) both parties agree on how much time is needed, and
 - 4) both parties agree on the employee's anticipated return to work date.
- Time off work for bereavement and funeral/memorial service leave is to be accurately reported and recorded for the pay period by the employee.

8.5 Military Service

Every Company, regardless of the number of people employed, is required to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA). For more information on the USERRA, visit the Department of Labor's website [visit the Department of Labor's \(DOL's\) website.](#) In addition to USERRA, Pennsylvania law provides the following job protections for military members:

- Reemployment rights for members of the Pennsylvania National Guard or any Reserve component of the U.S. Armed Forces following emergency or other military duty;



- Discrimination protections for members of the National Guard or any Reserve component of the U.S. Armed Forces or employees who are called or ordered to active state or federal duty; and
- Extension of benefits during military duty.

Additional information about this Company's support of service members of the National Guard and Reserve can be found here.

SBD is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States.

Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the CEO; in this case, immediately shall mean within no more than fifteen (15) minutes of an incident occurring.

In general, any employee who needs time off for uniformed service should immediately notify the CEO to provide and discuss specific details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. Please refer to the preceding sections of this Handbook related to "Attendance" and "Time off Work" for additional and specific details about Notice, Scheduling and Reporting time off work; those same conditions apply to Military Leave.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

8.6 Break Time for Nursing Mothers

Employees who are nursing will be provided with reasonable unpaid breaks to express breast milk as frequently as needed for up to one year after the birth of a child. **SBD** will provide a place for the break, other than a bathroom, that is shielded from view and free from intrusion. Employees will not be retaliated against for exercising their rights under this policy. This policy will not apply in cases where compliance with the policy would impose an undue hardship on **SBD**.

Additional information on this topic can be found in these documents: Appendix 58 - Fact Sheet-Break Time for Nursing Mothers under the FLSA - English or Appendix 59 - Fact Sheet-Break Time for Nursing Mothers under the FLSA - Spanish



8.7 Family and Medical Leave Act (FMLA)

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. The FMLA only applies to employers that meet certain criteria, as specifically defined by the FMLA and described in Appendix 60 - Fact Sheet #28: The Family and Medical Leave Act - English or Appendix 61 - Fact Sheet #28: The Family and Medical Leave Act – Spanish.

A covered employer is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

SBD will fully comply with the federal Family and Medical Leave Act (FMLA) when it meets the definition of a covered employer. Until the Company meets the definition of a covered employer, FMLA benefits are not available to employees of **SBD**.

The Company does abide by other state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under FMLA and other leave laws, and each employee's situation is different. Contact the CEO to discuss leave options for leave.

9. OTHER COMPANY-SPONSORED BENEFIT PLANS

During the term of employment, eligible employees are invited to participate in the benefit plans currently and hereafter offered by the Company. The Company reserves the right to add, alter, modify, cancel., change or terminate the benefit plans and programs (or any component thereof) it offers to its employees in its sole discretion, and without advance notice to any party, subject to the terms of such employee benefit plans and Plan Documents, and applicable federal, state and/or local statute.

Furthermore, subject to applicable law, management reserves the right to establish benefit plan management practices, policies and procedures, determine the appropriateness of any deviation from Company-specific benefit plan management practices, policies and procedures, to determine when any such deviation from Company-specific benefit plan management practices, policies and procedures becomes excessive, disruptive or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.



- Group Medical Insurance is available starting the employee's first day of work; monthly premiums are established by the insurance carrier and **SBD** currently subsidizes a portion of the monthly insurance premium.
- Group Dental Insurance; monthly premiums are established by the insurance carrier and **SBD** currently subsidizes a portion of the monthly insurance premium.
- Group Vision Insurance; monthly premiums are established by the insurance carrier and **SBD** currently subsidizes a portion of the monthly insurance premium.
- 401K Plan; **SBD** matches 100% of the employee's contributions, up to a maximum of 4%

The above list of benefits is not intended to be comprehensive. Benefits are described in detail in the applicable plan documents and/or company policy. In the case of any general information provided in this or other materials, if there is any discrepancy, the actual Plan documents will prevail. Contact the CEO to discuss your questions about the above Company-sponsored benefits; refer to the preceding section of this Handbook, "Time Off Work and Leave Policies for discussion about PTO, Holidays, Civic Duty and Voting Leave, Voluntary/Emergency Responder Leave, Bereavement Leave, Military Service Leave, and Break Time for Nursing Mothers.

10. WORKFORCE MANAGEMENT

In accordance with federal, state and local law, management reserves the right to establish practices, policies, and/or procedures related to but not limited to recruiting, selection, hiring, promotion, transfer, training and other terms and conditions of employment, determine the appropriateness of any deviation from Company-specific practices, policies, and/or procedures related to but not limited to recruiting, selection, hiring, promotion, transfer, training and other terms and conditions of employment, to determine when any such deviation from Company-specific practices, policies, and/or procedures related to but not limited to recruiting, selection, hiring, promotion, transfer, training and other terms and conditions of employment becomes excessive, disruptive or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

10.1 Recruitment, Selection, and Hiring

Every effort is made to hire individuals for positions that will make the best use of their abilities and to integrate the individuals' goals with those of **SBD**. The Company's hiring process supports this philosophy of ensuring that the best qualified candidate is selected and is designed to provide fair and equitable treatment to all applicants.

As an equal opportunity employer, **SBD** bases hiring decisions upon the applicant's qualifications for the position to be filled. In addition, **SBD** takes affirmative action to employ qualified minorities, females, disabled persons, disabled and Vietnam-era veterans and other persons protected by federal and state law. Furthermore, the Company is committed to complying with federal laws and regulations concerning verification of employment eligibility and record-keeping for employees hired to work in the United States.

- As a condition of employment, every individual must provide this Company with satisfactory evidence of his or her identity and legal authority to work in the United States within the timeframe prescribed by law.



SBD employees are employees “at will” and employment with the Company does not create a contractual relationship between the employee and **SBD**. Employment may be terminated by the employee or the Company, at any time, for any lawful reason, with or without cause and with or without prior notice.

When positions become available, qualified, eligible current employees are encouraged and are welcome to apply for the position. We also encourage current employees to recruit new talent for our Company.

10.1.1 Special Consideration Hires

10.1.1.1 Rehires

Former employees may be rehired provided they had not been classified as ineligible at the time their previous employment with the Company was terminated. All former employees will be required to go through the background screening and to complete new hire orientation regardless of separation time from **SBD**.

Former employees rehired within five (5) years from the date of the termination of their previous employment may be granted, at the discretion of the Company, credit for prior service with **SBD** in determining:

- paid time off (PTO) accrual rates and any other benefits that are based on length of service accruals
- past service credit for vesting purposes under the Company’s Simple IRA, 401K Plan or retirement program

If applicable, credit will be granted according to the appropriate policies and official summary plan descriptions.

10.1.1.2 Client or Vendor Organization Hires

Employees must not recruit or approach, as potential employees, individuals from client organizations or vendors without the prior approval of the CEO. Individuals from a client organization or vendor who independently seek employment and apply for employment directly with **SBD** or who are identified through a third-party search may be considered for employment under certain circumstances and with prior approval from the CEO.

- Absolutely no discussion related to any possibility of interviewing or employment is to occur with individuals from a client organization or vendor until the CEO has granted such approval, in writing.



10.1.1.3 Aliens

On occasion, it may be necessary for **SBD** to assist prospective employees in obtaining work and residency authorizations. Consideration of such candidates should be discussed with appropriate legal counsel, Human Resources experts of choice, U.S Citizens & Immigrations Services.

Only the CEO has the authority to initiate and/or act upon any discussion or decision about assisting prospective employees in obtaining work and residency authorizations. Absolutely no other Company representative shall engage in discovery discussions, promise, or guarantee, either orally or in writing, that immigrant or nonimmigrant status will be secured for prospective employee.

10.1.1.4 Minors

A minor is an individual below the legal employment age in the Commonwealth of Pennsylvania; national, state, and local labor laws apply to employment of minors. **Only the CEO has the authority to hire a minor.** The age of minors will be verified prior to the time of employment by the **SBD's** Human Resources partner of choice and the CEO. Any finding of falsification of age records to obtain employment may be grounds for termination.

10.1.2 Recruitment, Selection and Hiring Protocol

As openings occur, notices relating general information about the position may be posted on select job sites and public job sites such as, but not restricted to: company websites and newsletters. The Company reserves the right to alter, change, modify and/or terminate any job posting and/or job description at any time without advance notice, or obligation to any party.

The Company observes the following good hiring practices:

- **Employment Application.** It is the Company's policy to require all applicants for employment with **SBD** to complete, sign, and submit a confidential application for employment. The application must be completed, submitted, and reviewed by the **SBD's** Human Resources partner of choice and/or the CEO.

Knowingly submitting false information on the application or the resume that accompanies the application may be grounds for suspension of the interview process, withdrawal of an offer and/or termination of employment at any time.

- **Interview.** The Company conducts two interviews with an applicant by phone, via an electronic or digital service, and/or in-person. Questions related to an individual's ability to perform in the position for which he/she is being considered will be asked during interviews and throughout the hiring process. **SBD** takes appropriate measures to ensure that all questions asked are based on job-specific criteria and in accordance with federal, state, and local laws.
- **Background Screens.** It is the Company's practice to conduct mandatory background screens prior to start date on all candidates to verify previous employment, education, and



various criminal activities. Further screening, including credit checks and/or a driver (motor vehicle record) check, may be required for specific positions. In accordance with the Federal Fair Credit Reporting Act (FCRA) and any other applicable federal, state, or local laws, signed disclosure and authorization forms will be collected from an individual before any background screening is conducted by the employer. **Offers are contingent until the background screening is completed without issues and to the satisfaction of this Company. Among other factors, if the verification produces information that contradicts information collected during the interview process or as contained in the employment application, there could be adverse impact, including but not limited to the offer of employment being withdrawn.**

- **Reference Checks.** In addition to the background screens, reference checks will be conducted on the top candidate(s). Reference checks are completed by either the **SBD's** Human Resources partner of choice and/or the CEO.
- **Degree, Certificate and/or License Verification.** An offer of employment to any candidate from **SBD** may also be contingent upon verification of the academic degrees, certificates and/or license verification listed in the signed employment application, regardless if the degree is required for the job or not. Among other factors, if the verification produces information that contradicts information collected during the interview process or as contained in the employment application, the offer of employment may be withdrawn.
- **Offer Letter.** The Company extends a written offer of employment to its candidate of choice for a specific position; the written offer of employment is the official confirmation of a verbal offer. **Only the CEO can extend an offer of employment.** The offer letter may specify a time limit on the offer. Pay described in the offer letter is according to federal, state, and local pay regulations and requirements. The candidate's signature on a copy of the offer letter signifies acceptance of employment with the Company according to the stated terms and conditions.

The CEO will likely consult with their Human Resources partner of choice to seek assistance and manage the recruiting, selection and hiring processes; this includes posting the position to job sites, collecting employment applications from applicants, scheduling and conducting interviews, evaluating candidates, conducting background screens and reference checks, verifying work authorizations, and issuing offer letters, among other functions prior to issuing an offer of employment.

10.2 Promotions and Transfers

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of **SBD**, you may be transferred from your current job. This may be either at your request or as a result of a decision made by the Company.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow; a desire for more efficient utilization of personnel; increased career opportunities; personality conflicts; health accommodations; other personal situations; or other business reasons. In all circumstances, the Company reserves the right to transfer or promote an employee at its sole discretion.



Most job openings that are intended to be filled from within the Company will be posted on the (insert where postings occur, e.g., company intranet, bulletin board, newsletter, etc.). However, **SBD** reserves the right to transfer or promote an employee without posting the availability of that position. Temporary transfers may also be made at the discretion of the Company management.

You are eligible to request a transfer and to be considered for promotions upon completion of one year of satisfactory performance in your current job. Your eligibility is also dependent, of course, on your having the needed skills, education, experience, and other qualifications that are required for the job. However, a transfer may take place at any time, even within the first year of employment if **SBD** believes that it is in the best interest of the Company to make an exception to this guideline.

10.2.1 Promotion & Transfer – Effect of Leave of Absence

An employee's eligibility to apply for a promotion or transfer and any associated consideration for salary increase will be completed or deferred based on the following:

- a) For benefit-eligible employees on Family and Medical Leave (FMLA), Military Leave, and Furloughs, please refer to the respective policies covering those topics.
- b) Benefit-eligible employees who are on an approved leave of absence for which there is no guaranteed job upon return (such as employees on any unpaid leave of absence, including but not limited to unpaid educational leave of absence, unpaid personal leave of absence, unpaid extended bereavement leave of absence, etc.) do not accrue credit for service or employment during the unpaid leave period, unless otherwise required by federal or state law.

Therefore, if a promotion or transfer opportunity develops for which the employee meets the minimum qualifications for the subject job and if the employee would have been eligible to apply for the promotion or transfer before taking the unpaid leave of absence based on being in good standing, their service and performance, the employee is encouraged to apply for the promotion or transfer. However, if granted the promotion or transfer, the employee will not be eligible for any associated salary increase until the following criteria are met, unless otherwise required by federal or state law.

- For purposes of this Promotions & Transfer policy, "good standing" shall mean the CEO of the Company regards the employee as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension, or disciplinary censure.
- a) All Employees must work at least 90 calendar days following the date they return to work from an unpaid leave of absence and start the job into which they have been promoted or transferred. At the end of the 90-day threshold, the employee becomes eligible for salary increase consideration for the position into which they were promoted or transferred. The effective date of a salary increase that is granted following completion of the 90-day threshold will be the first day of the pay period after the 90-day period has expired.
 - b) If an employee does not meet that 90-day threshold, he/she will not be eligible to receive



a salary increase, unless otherwise required by federal or state law. In instances where an employee has not met the 90-day threshold, it is still expected that the normal business routine of asking for, giving, and receiving feedback in real-time occurs between management and the employee on a regular basis.

- c) Except as noted above, when an employee has met the 90-day threshold but finds themselves off work again on another subsequent unpaid leave of absence for any reason before the effective date occurs for a planned salary increase for the job into which they have been promoted or transferred, the planned salary increase will not become effective until such time as the employee returns to active work status and completes a new 90-day threshold, unless otherwise required by federal or state law.

10.3 Train, Equip, Assess, and Mentor (T.E.A.M)

Every eligible employee should receive thorough and candid feedback on his/her performance both professionally and personally. Training, Equipping, Assessing, and Mentoring, or T.E.A.M., is a strategy that enables **SBD** to ensure employees are properly trained, have the right equipment to fulfill their duty, to evaluate their performance to their goals, and to provide mentorship as needed to better themselves both professionally and personally.

10.3.1 Training

Employees will perform both required and optional training as appointed to their position. Required training includes annual review of the SBD Employee HOD, On-The-Job (OTJ) work cell training, security training in support of defense contracts, and respective Performance Development Unit or Continuing Education Unit courses to maintain industry licenses and certifications. Optional training includes cross functional training between departments, department specific training, professional, and personal development training. All training will be recorded and documented in the corporate training log.

10.3.2 Equipping

Employees will be furnished the resources and tools required to fulfill their duty to SBD. This includes office space and furnishings, a computer, office supplies, work cell tools, gauges, shop equipment, and access to conference rooms, printers, copiers, and fax machines. Additional capabilities include access to local and regional universities and libraries for RDT&E processes as well as industry relevant memberships and conferences.

10.3.3 Assessing

Monthly assessments of performance will be discussed one on one between the Employee and their direct supervisor. The format for the assessment takes place during the T.E.A.M process over the course of 30 minutes. Every assessment will start with the question, "How do you think you're doing?" The supervisor will guide the Employee through discussion of both professional and personal progress to corporate and individual goals.

Employees who are exhibiting unacceptable behaviors or actions or not meeting expected



performance standards should be given timely, constructive, and candid feedback at the earliest possible opportunity by their management. When unacceptable behavior continues, performance does not improve, or when a significant performance issue arises, **SBD** may elect to issue the employee a Performance Improvement Plan (PIP). PIPs are intended to provide the employee with a clear understanding of the behavior or performance concerns, necessary and immediate corrective actions, and a timeframe in which behaviors or performance concerns are to be corrected.

PIP's may include any one or a number of actions used to correct unacceptable behavior, actions, or performance issues. A PIP may take the form of oral warnings, written warnings, probation, suspension, demotion, termination, or some other action, in no particular order. The course of action will be determined by **SBD** at its sole discretion as it deems appropriate.

It is not acceptable for a supervisor to delay confronting unacceptable behavior or actions or sub-standard performance from an employee. At the first onset of unacceptable behavior or sub-standard performance, supervisors are expected to seek assistance from their Human Resources expert of choice to determine if a PIP is appropriate or not and for guidance when dealing with performance issues that do not improve after feedback has been provided.

10.3.4 Mentoring

SBD provides an open-door policy. Employees will receive mentorship through OJT, monthly 1 on 1 meetings, through ad hoc meetings, discussions, and/or scheduled training. SBD takes mentorship in Employees seriously. Fostering an environment of continuous improvement, learning, professional, and personal development is of very high importance.

T.E.A.M. is an iterative process. The strategy is executed on a daily basis and doesn't necessarily take place in order. It is centered around repetition in developing each Employee to attain their maximum potential.

11. TERMINATION OF EMPLOYMENT & EXIT PROCESS

It is the goal of **SBD** to treat departing employees with respect, care, and consideration as both the departing employee and the Company prepare for this transition.

In accordance with federal, state and local law, management reserves the right to establish practices, policies, and/or procedures related to but not limited to termination of employment and/or exit management, determine the appropriateness of any deviation from Company-specific practices, policies, and/or procedures related to termination of employment and/or exit management, to determine when any such deviation from Company-specific practices, policies, and/or procedures related to termination of employment and/or exit management becomes excessive, disruptive or otherwise contrary to the Company's best business interests, and, subsequently to act in a manner that supports the Company's best business interests.

11.1 Voluntary Separation & Eligibility for Rehire Consideration

In all cases of voluntary separation (one initiated by the employee), employees are asked to



provide a written notice of resignation to their supervisors at least 10 working days in advance of the last day of work.

Departing employees who voluntarily separate from employment with **SBD** and provide the requested amount of written notice and comply with all their explicit obligations, while not being subject to any form of sanction, suspension, or disciplinary censure, will be considered to have resigned in good standing. Departing employees who are in good standing are eligible for rehire. If benefit-eligible, these departing employees in good standing may also qualify to be paid for any unused, accrued PTO. For additional guidelines on this topic, refer to this Handbook, section "What happens to PTO at Termination of Employment".

- For purposes of this Eligibility for Rehire Consideration definition, "good standing" shall mean the CEO of the Company regards the employee as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension, or disciplinary censure through the end of his/her employment with the Company.

The CEO and/or company management may also elect to accept an employee's resignation effective with either less notification than provided by the employee or immediately, without any notification period. Even if the employer offered to voluntarily separate from **SBD**, depending on the circumstances and business issues, the departing employee may or may not be eligible for rehire at the sole discretion of the CEO.

- The departing employee from whom the CEO elected to accept a lesser notice or their immediate resignation, may or may not be deemed to be in good standing based on the nature and circumstances surrounding the end of his/her employment with the Company. If not determined to be in good standing, the employee will not be paid for any unused, accrued PTO.

An employee who is eligible for rehire and is rehired within five years of the date of their prior separation as a benefits-eligible employee will receive service credit for the service period immediately prior to current employment and will have benefits reinstated, according to the terms and conditions of the benefits plans and policies in place on effective date of rehire.

11.2 Retirement - Eligible for Rehire Consideration

Employees who work for the Company for an extended period of time and/or who choose to retire on their own terms at a particular chronological age may qualify for retirement benefits, subject to the terms and conditions outlined in official Plan documents (if applicable). Retirement is considered a voluntary separation (one initiated by the employee). When planning for retirement, the Company asks departing employees to offer as much extended notice of their planned retirement date as possible, but at least 10 working days in advance of the last day of work.

Retired employees are subject to the same eligibility and rehire conditions as described above for voluntary separations.



11.3 Involuntary Separation

11.3.1 Company-Initiated - Lack of Appropriate Work – Eligible for Rehire Consideration

This includes, but is not limited to, the mismatch between an employee's skills and available work assignments. This condition may result from economic developments, changing business conditions or position requirements, or reorganizations/restructuring requiring a reduction in positions or consolidation of work responsibilities. Should it become necessary because of lack of work to reduce the number of employees or work hours, the Company reserves the right to make any such change at its sole discretion. Departing employees who have lost their job due to lack of work will be considered to have separated from employment in good standing, provided they comply with all their explicit obligations, while not being subject to any form of sanction, suspension, or disciplinary censure; generally, these employees are eligible for rehire.

In cases of involuntary separation due to lack of appropriate work, the Company may provide the employee a notice period, during which the employee will remain on active payroll status and be paid for a defined number of days. For payroll purposes, the effective date of separation will be at the completion of the notice period; however, it may be accelerated if the employee secures employment outside the firm during the notice period. For benefits purposes (if applicable), the effective date of separation and benefits continuation following separation will be according to the terms and conditions of the Company's specific benefits policies and practices. Employees will receive benefits continuation information following the notification of separation.

If a Company-paid holiday(s) or an Inclement Weather Event occurs during the notice period, the holiday(s) or the Inclement Weather Event will not count towards the notice pay period and the notice pay period will be extended accordingly to include any such day(s).

Employees subject to involuntary separation will be paid for any unused, accrued PTO. Employees subject to involuntary separation cannot take any paid or unpaid leave during their notification period or use leave to delay or extend their period of employment, other than PTO that was previously planned and approved by management prior to the date the affected employee was notified of the involuntary separation.

11.3.2 Company-Initiated – Office Closing – Eligible for Rehire Consideration

Separations due to the closing or relocation of office locations are covered under this Policy except to the extent federal, state, or local law imposes additional requirements. In such cases, the Company will issue the appropriate notification and implementation procedures as required by law.

11.3.3 Company-Initiated – Other – NOT Eligible for Rehire

This Includes, but is not limited to the following types of matters: poor performance,



unprofessional conduct, insolence, insubordination, policy violations, failure to successfully complete the Company’s background screening requirements as outlined in the offer letter (e.g. failed to complete required paperwork in the appropriate time frame, adverse results in the background report that were unsatisfactory to the Company, failure to respond to report results in the appropriate timeframe, etc.), and a variety of other offenses, violations or otherwise the Company, in its sole discretion, finds intolerable.

Departing employees who have experienced a Company-Initiated Involuntary Separation for reasons identified by the Company as “Other” are not considered in good standing; these employees are not eligible for rehire and they will not be paid for any unused, accrued PTO.

11.4 Out-Processing and Exit Interview

As part of their explicit obligations, departing employees are expected to report to work on their last day of employment; they are also required to complete all appropriate out-processing and exit procedures, including participating in an in-person exit interview on or before their last day of employment with **SBD**. In most cases the CEO will conduct the exit interview, collect all company property, discuss final pay and other important matters, such as possible benefit conversion options and eligibility for Pennsylvania Unemployment Compensation. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) or, in Pennsylvania, mini-COBRA (if applicable), will be sent to the employee’s personal email and/or home address of record.

With adequate notice, departing employees will be provided with written letter from **SBD** acknowledging the departing employee’s separation of employment. They will also be provided with a reminder about their obligation to protect confidential information and intellectual property, among other things.

11.5 Federal and State Postings

POSTER REQUIREMENTS

POSTER TITLE:	<u><i>Displaced Employee Rights on Successor Contracts - English</i></u> <u><i>Displaced Employee Rights on Successor Contracts - Spanish</i></u>
EMPLOYER AFFECTED:	Optional for all contractors and subcontractors with Spanish-speaking employees awarded a federal service contract to provide the same or similar services at the same location
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Labor, https://www.dol.gov/general/topics/posters</i>	
POSTER TITLE:	<u><i>Employee Rights under the Davis-Bacon Act (construction contracts) – English</i></u> <u><i>Employee Rights under the Davis-Bacon Act (construction contracts) – Spanish</i></u>
EMPLOYER AFFECTED:	For employers performing work covered by the labor standards of The Davis-Bacon and related acts



ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION:
 U.S. Department of Labor, <https://www.dol.gov/general/topics/posters>

POSTER TITLE: *Employee Rights for Workers with Disabilities Paid at Special Minimum Wages – English*
Employee Rights for Workers with Disabilities Paid at Special Minimum Wages – Spanish

EMPLOYER AFFECTED: For employers with workers employed under special minimum wage certificates authorized by section 14(c) of the Fair Labor Standards Act

ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION:
 U.S. Department of Labor, <https://www.dol.gov/general/topics/posters>

POSTER TITLE: *Employee Rights on Government Contracts (SCA & PCA) – English*
Employee Rights on Government Contracts (SCA & PCA) – Spanish

EMPLOYER AFFECTED: Required for employers performing work covered by the Walsh-Healey Public Contracts Act (PCA) or the McNamara-O’Hara Service Contract Act (SCA)

ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION:
 U.S. Department of Labor, <https://www.dol.gov/general/topics/posters>

POSTER TITLE: *Employee Rights under the National Labor Relations Act – English*
Employee Rights under the National Labor Relations Act – Spanish

EMPLOYER AFFECTED: For all federal contractors and subcontractors

ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION:
 U.S. Department of Labor, <https://www.dol.gov/general/topics/posters>

POSTER TITLE: *Worker Rights under Executive Order 13858 – English (Minimum wage for Federal Contractors)*

EMPLOYER AFFECTED: For all federal contractors except grants as that term is used in the Federal Grant and Cooperative Agreement Act. They also do not apply to contracts and agreements with and grants to Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93–638), as amended. In addition, they do not apply to contracts that are subject only to the Davis-Bacon Related Acts. The Final Rule will also not apply to contracts for the manufacturing or furnishing of materials, supplies, articles, or equipment to the Federal Government that are subject to the Walsh-Healey Public Contracts Act.

ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION:
 U.S. Department of Labor, <https://www.dol.gov/general/topics/posters>

POSTER TITLE: *Worker Rights under Executive Order 13706 – English (paid sick leave for federal contractors)*

EMPLOYER AFFECTED: For all federal contractors except “grants as that term is used in the Federal Grant and Cooperative Agreement Act. They also do not apply to contracts and agreements with and grants to Indian Tribes under the Indian Self-Determination and Education Assistance Act (Public Law 93–638), as amended. In addition, they do not apply to contracts that are subject only to the Davis-Bacon Related Acts. The Final Rule will also not apply to



	contracts for the manufacturing or furnishing of materials, supplies, articles, or equipment to the Federal Government that are subject to the Walsh-Healey Public Contracts Act.”
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Labor, https://www.dol.gov/general/topics/posters</i>	
POSTER TITLE:	<u><i>Pay Transparency Nondiscrimination Provision – English</i></u> <u><i>Pay Transparency Nondiscrimination Provision – Spanish</i></u>
EMPLOYER AFFECTED:	For contractors and subcontractors who hold a single federal contract or subcontract in excess of \$10,000, or who hold contracts or subcontracts with the federal government in any 12-month period that have a total value of more than \$10,000
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Equal Employment Opportunity Commission, https://www1.eeoc.gov/employers/poster.cfm</i>	
POSTER TITLE:	<u><i>Equal Employment Opportunity is the Law – English</i></u> <u><i>EEO is the Law-Spanish – Spanish</i></u> <u><i>Supplement-Equal Employment Opportunity –English</i></u> <u><i>Supplement-EEO is the Law-Spanish – Spanish</i></u>
EMPLOYER AFFECTED:	Required for all who employ 15 or more employees; Entities holding federal contracts or subcontracts or federally assisted construction contracts of \$10,000 or more; financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes; depositories of federal funds or entities having government bills of lading
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Equal Employment Opportunity Commission, https://www1.eeoc.gov/employers/poster.cfm</i>	
POSTER TITLE:	<u><i>E-Verify – English & Spanish</i></u>
EMPLOYER AFFECTED:	Required for all federal contractors and subcontractors with contracts containing the Federal Acquisition Regulation (FAR) E-Verify clause
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Homeland Security, USCIS https://www.uscis.gov/tools/resources</i>	
POSTER TITLE:	<u><i>Right to Work Poster – English</i></u> <u><i>Right to Work Poster - Spanish</i></u>
EMPLOYER AFFECTED:	Required for all federal contractors and subcontractors
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Homeland Security, USCIS https://www.uscis.gov/tools/resources</i>	
POSTER TITLE:	<u><i>National Human Trafficking Hotline – English</i></u> <u><i>National Human Trafficking Hotline - Spanish</i></u>
EMPLOYER AFFECTED:	Optional for all employers. Required for employers with Department of Defense contracts
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Defense, https://ctip.defense.gov/Resources/</i>	



POSTER TITLE:	<i>DOD Fraud, Waste & Abuse Hotline - English</i>
EMPLOYER AFFECTED:	Required for employers with Department of Defense contracts
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Department of Defense, https://ctip.defense.gov/Resources/</i>	
POSTER TITLE:	<i>OFCCP Antidiscrimination Poster – English</i> <i>OFCCP Antidiscrimination Poster - Spanish</i>
EMPLOYER AFFECTED:	Optional for federal contractors
ISSUING AGENCY FOR ADDITIONAL, SPECIFIC & DETAILED INFORMATION: <i>U.S. Office of Federal Contract Compliance, https://www.dol.gov/ofccp/</i>	

12 REVISION HISTORY

REVISION HISTORY			
REVISION	DATE OF RELEASE	OWNER	SUMMARY OF CHANGES
1	5/20/2022	AJ	Updated appendices and forms.
2	9/5/2023	AJ	Grammar edits were made throughout Added Vision 2030, Values, and Ethos Updated paid holiday list Generate dates were revised The hiring process was updated. T.E.A.M process/program was added.
3	5/13/2026	AJ	Corrected grammatical errors. Corrected 40 hour work week hours. Updated all applicable appendices.

13 APPENDICES

Acknowledgment of Receipt & Notice to Review this Company’s Human Resource (HR) Handbook-on-Demand: Requires Employee Signature at the time the Handbook is Distributed

SECTION 3:

- Appendix 1 - If available, copy of Company’s Workplace Safety Policy
- Appendix 2 - Job Safety & Health, Federal-English
- Appendix 3 - Job Safety & Health-Federal-Spanish
- Appendix 4 - State Workplace Right to Know-English
- Appendix 5 - State Workplace Right to Know-Spanish
- Appendix 6 - State Workers' Compensation Notice for Reporting Injury
- Appendix 7 - Pennsylvania - First Report of Injury Form
- Appendix 8 - Company’s Panel of Health Care Providers – Worker’s Compensation
- Appendix 9 - Whistleblower Rights - English



- Appendix 10 - Whistleblower Rights - Spanish
- Appendix 11 - Employee Polygraph Protection Act - English
- Appendix 12 - Employee Polygraph Protection Act– Spanish
- Appendix 13 - Equal Employment Opportunity is the Law - English
- Appendix 14 - Supplement-Equal Employment Opportunity- English
- Appendix 15 - EEO is the Law-Spanish
- Appendix 16 - Supplement-EEO is the Law-Spanish
- Appendix 17 - Employment Provisions under the Pennsylvania Human Relations Act – English
- Appendix 18 - Employment Provisions under the Pennsylvania Human Relations Act – Spanish
- Appendix 19 - Public Accommodation Provisions of the Pennsylvania Human Relations Act – English
- Appendix 20 - Public Accommodation Provisions of the Pennsylvania Human Relations Act – Spanish
- Appendix 21 - Your Rights Under USERRA
- Appendix 22 - This Organization Participates in E-Verify
- Appendix 23 - Right to Work - English
- Appendix 24 - Right to Work - Spanish
- Appendix 25 - Summary of Rights Under the Fair Reporting Act – English
- Appendix 26 - Summary of Rights Under the Fair Reporting Act – Spanish
- Appendix 27 - No Smoking Sign-English
- Appendix 28 - No Smoking Sign - Spanish
- Appendix 29 - Smoking Permitted - English
- Appendix 30 - Smoking Permitted - Spanish

Section 4:

- Appendix 31 - Consensual Relationship Agreement
- Appendix 32 - Employee Rights Under the NLRA - English
- Appendix 33 - Employee Rights Under the NLRA - Spanish
- Appendix 34 - Request for Approval of Outside Engagement and Outside Employment Form
- Appendix 35 - Request to Review Employee Personnel File
- Appendix 36 - Motor Vehicle & Driver Privilege Policy and Request Form
- Appendix 37 - Disclosure Regarding Employer’s Intent to Obtain a Consumer and/or Investigative Report
- Appendix 38 - Consent for Employer to Obtain Consumer and/or Investigative Report
- Appendix 39 - Pennsylvania Request for Driver Information
- Appendix 40 A - SAMPLE Reimbursement Policy
- Appendix 40 B - Business Travel & Expense Reimbursement Policy (alternative approach)
- Appendix 40:
 - Exhibit # 1 - SAMPLE Travel Expense Report OR insert Company’s current, similar document
 - Exhibit # 2 - SAMPLE Request for Rental Vehicle Use Form OR insert Company’s current, similar document
 - Exhibit # 3 - SAMPLE Travel Advance Request Form OR insert Company’s current, similar document
- Appendix 41 - Employee Rights Under the Fair Labor Standards Act - English
- Appendix 42 - Employee Rights Under the Fair Labor Standards Act - Spanish
- Appendix 43 - Pennsylvania Minimum Wage Summary - English



- Appendix 44 - Pennsylvania Minimum Wage Law Summary - Spanish
- Appendix 45 - Remote Work (Telecommuting) Policy Statement
- Exhibit # 1 - SAMPLE Safety Checklist OR insert Company's current, similar document
- Exhibit # 2 - request for Remote Work Arrangement Form
- Appendix 46 - Copy Company's Current Leave Request Form
- Appendix 47 - Abstract of the Equal Pay Act – English
- Appendix 48 - Abstract of the Equal Pay Act – Spanish
- Appendix 49 - Pennsylvania Abstract of the FLSA Child Labor Act Hours Provisions – English
- Appendix 50 - Pennsylvania Abstract of the FLSA Child Labor Act Hours Provisions – Spanish
- Appendix 51 - Pennsylvania Hours of Work for Minors under Eighteen – English
- Appendix 52 - Pennsylvania Hours of Work for Minors under Eighteen – Spanish
- Appendix 53 - Employee Emergency Contact Form
- Appendix 54 - Copy of the Company's Blank Time Sheet
- Appendix 55 - SAMPLE Payroll Deduction Authorization Form
- Appendix 56 - IRS Reminder to Check Withholding Notice
- Appendix 57 - SAMPLE Direct Deposit Enrollment/Change Form

SECTION 8:

- Appendix 58 - Fact Sheet-Break Time for Nursing Mothers under the FLSA – English
- Appendix 59 - Fact Sheet-Break Time for Nursing Mothers under the FLSA – Spanish
- Appendix 60 - Fact Sheet-Family and Medical Leave Act – English
- Appendix 61 - Fact Sheet-Family and Medical Leave Act – Spanish

SECTION 11:

- Appendix 62 - Pennsylvania Unemployment Compensation Notice – English
- Appendix 63 - Pennsylvania Unemployment Compensation Notice – Spanish