

# BOONERANG CONSULTING LLC

## EMPLOYEE HANDBOOK

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**BOONERANG CONSULTING LLC**  
**EMPLOYEE HANDBOOK**

**1. Handbook Disclaimer and Introduction.**

This Boonerang Consulting LLC Employee Handbook (Handbook) is designed to summarize the Company's personnel policies and benefits and to acquaint employees with many of the rules concerning employment with the Company.

Compliance with the Company's policies is a condition of employment. This employee handbook supersedes all employee handbooks previously issued by the Company.

The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion consistent with applicable law. The Company will attempt to notify employees of any significant changes that affect them; however, changes will take effect regardless of whether employees receive such notice. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this handbook in its discretion.

## **2. At-Will Employment Policy.**

Employment with the Company is at-will, unless otherwise specified in a written employment agreement, collective bargaining agreement, or otherwise provided by law. This means employment with the Company is not for any specified period and may be terminated by the employee or the Company at any time, with or without cause or advance notice. In connection with this policy, the Company reserves the right to modify or alter the employee's position, in its sole discretion consistent with applicable law, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, or reassignment. In addition, the Company reserves the right to exercise its managerial discretion in imposing any form of discipline it deems appropriate.

No person other than the President or COO/Vice President of the Company has the authority to enter into an agreement contrary to this statement.

## **3. Equal Employment Opportunity / Non-discrimination Policy.**

It is the policy of Boonerang Consulting LLC (the Company) to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, color, religion or creed, gender, sex (including pregnancy), national origin or ancestry, ethnicity, citizenship status, genetic information, military or veteran status, age, and physical or mental disability, or any other classification protected by applicable local, state, or federal laws.

This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, compensation, promotion, benefits, training, discipline, and termination.

Reasonable accommodation is available for qualified individuals with disabilities in accordance with applicable federal, state, and local law.

The Company expects all employees to act in accordance with our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination, harassment, and retaliation.

In the event you believe that a violation of this policy has occurred, please follow the Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action.

No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of discrimination of any kind, pursuing any discrimination claim, or cooperating in related investigations.

Anyone who violates this policy will be subject to discipline, up to and including termination of employment.

This policy is not intended to restrict communications or actions protected or required by state or federal law.

#### **4. Anti-harassment Policy.**

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment, discrimination, or retaliation.

Harassment or unlawful discrimination against individuals on the basis of race, color, religion or creed, gender/sex, pregnancy, national origin or ancestry, ethnicity, citizenship status, genetic information, military or veteran status, age, and physical or mental disability, or any other characteristic protected by applicable local, state, or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor, or anyone else who does business with the Company will not be tolerated.

Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor, or other person with whom the Company does business engages in unlawful harassment, discrimination, or retaliation, the Company will take appropriate action to remedy the situation.

- Prohibited Conduct
  - (i) Sexual Harassment. The Company expressly prohibits any form of unlawful harassment based on a characteristic protected by law, including but not limited to sexual

harassment. Unlawful interference with the ability of Company employees to perform their expected job duties will not be tolerated.

Specifically, regarding sexual harassment, the Company prohibits unwelcome

- (A) sexual advances or requests for sexual favors; and
- (B) all other verbal, physical, or visual conduct of a sexual nature, particularly where
  - submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement,
  - submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement, or
  - it creates a hostile or offensive work environment.

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors and lewd, vulgar, or obscene remarks, jokes, posters or cartoons, and any unwelcome touching or other verbal or physical conduct of a sexual nature.

- (ii) Other Forms of Harassment. Other forms of unlawful harassment or discrimination are also strictly prohibited. Such unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, religion, color, national origin, sex, age, disability, genetic information, military status, or any other characteristic protected by applicable local, state, or federal laws.

Prohibited harassment might occur using the Company's electronic communications system, or through other on-line conduct.

- Complaint Procedure and Anti-retaliation. The Company strongly urges the reporting of all harassment, discrimination, and retaliation. In the event you believe that a violation of this policy has occurred, please follow the Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action.

No one will be subject to, and the Company prohibits, any form of discipline, reprisal, intimidation, or retaliation for good faith reports or complaints of incidents of harassment of any kind, pursuing any harassment claim, or

cooperating in related investigations.

This list is illustrative only, not exhaustive. All forms of harassment are prohibited both in the workplace and at employer-sponsored events.

## **5. Anti-retaliation Policy.**

The Company prohibits retaliation against any individual who reports harassment or discrimination. Retaliation is an adverse action against an employee because the employee brings a workplace concern or complaint to the Company's attention or provides information to the Company regarding a workplace concern or complaint.

If you believe that you have been retaliated against, we encourage you to follow the Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of applicable federal or state laws or regulations, or making other disclosures to the government protected under the whistleblower provisions of applicable federal or state laws or regulations.

Anyone who engages in retaliation will be subject to disciplinary action, up to and including termination of employment.

## **6. Disability and Reasonable Accommodation Policy.**

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and its corresponding state and local laws. It is our policy not to discriminate against any qualified employee or applicant because of that individual's disability or perceived disability. In line with this policy of non-discrimination, we will provide reasonable accommodations to qualified individuals with a disability, as defined by the ADA or applicable state or local law, who have made us aware of their disability.

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

request reasonable accommodations. Employees are encouraged to make requests for reasonable accommodations in writing and should include relevant information such as

a description of the accommodation being requested, the reason the accommodation is needed, and how the accommodation will help the employee perform the essential functions of his or her job. The Company makes determinations about reasonable accommodation on a case-by-case basis considering various factors based on an individualized assessment in each situation.

The Company expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

In the event you believe that a violation of this policy has occurred, please follow the Complaint Procedure. The Company will investigate your complaint and take appropriate remedial action.

## **7. Genetic Information Non-discrimination (GINA) Policy.**

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or an individual's family member, except as specifically allowed by this law. To comply with GINA, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise.

"Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Human Resources Department.

## **8. Complaint Procedure.**

Employees who feel that they have been harassed, discriminated, or retaliated against, or who witness any such conduct by an employee, contract worker, customer, vendor, or



anyone else who does business with the Company, should immediately report such conduct to their supervisor, any other member of management, or the President or COO/Vice President.

In response to every complaint, the Company will conduct an investigation and, if it concludes that improper conduct occurred, take appropriate corrective action.

In certain circumstances, the Company may direct employees to keep an employee's complaint and any related investigation confidential or as confidential as possible to further the goals of federal, state, and local harassment and discrimination laws. Moreover, nothing contained in any such confidentiality directive or in this Complaint Procedure is intended to prohibit employees from discussing terms and conditions of employment with others, reporting to any government agency, including the National Labor Relations Board and the Equal Employment Opportunity Commission or parallel state agency, possible violations of federal or state law or regulation, or making, to any government agency, any other disclosures that are protected under the whistleblower or any other provisions of federal or state law or regulation.

The Company expects that all employees will cooperate with Company investigations.

The Company will not retaliate against employees for opposing or reporting unlawful harassment or discrimination or for otherwise participating in processes connected with an investigation, proceeding, or hearing conducted by the Company or a government agency with respect to such complaints. The Company will take disciplinary action, up to and including the termination of any employee who retaliates against another employee for engaging in any of these protected activities.

The Company will take prompt and effective remedial action if it determines that an employee knowingly made a false claim of discrimination, harassment, or retaliation.

Any employee who has questions about this policy or requires further information about sexual or other harassment or discrimination should contact the Human Resources department.

## **9. Open Door Policy.**

In an organization as dynamic and creative as the Company, disagreements among

employees or between managers and employees will occasionally arise. In most situations, the individuals directly involved will resolve those disagreements. If that cannot be accomplished, the “Open Door Policy” provides an effective path towards resolution. If you have a job-related problem, complaint, or suggestion, you are encouraged to speak to your supervisor or any member of management at a mutually convenient time.

We encourage all our employees to use the Open-Door Policy to resolve any work-related problems or concerns. This policy is not intended to prohibit employees from discussing terms and conditions of employment with others, reporting to the government possible violations of federal law or regulation, or making other disclosures to the government protected under the whistleblower provisions of federal law or regulation.

This procedure should not be construed as preventing, limiting, or delaying the Company from taking appropriate disciplinary action against any individual, up to and including termination, in circumstances where the Company deems such action appropriate.

## 10. Employee Classification Policy.

- Exempt and Non-exempt Employees

*Exempt employees.* Federal and state laws govern whether minimum wage and overtime requirements apply to an employee or whether the employee is exempt from those requirements. The law currently provides that exempt employees hold executive, managerial, high-level administrative and professional jobs, are paid a fixed salary, and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals qualify as exempt employees.

*Non-exempt employees.* All employees who do not satisfy the legal criteria for exempt status under federal and state law are entitled to be paid at least the minimum wage per hour and are eligible for pay for overtime hours worked, as required by law.

- Additional Classifications

*Full-time.* Employees regularly scheduled to work forty (40) hours per week. Full-time employees are eligible for all Company benefits subject to the terms and conditions of the benefit plan or policy.

*Part-time.* Employees regularly scheduled to work less than thirty (30) hours per week.

Part-time employees are not eligible for Company benefits except as expressly described herein.

*Temporary.* Employees who are hired for a limited time and/or for a specific project. These employees may be scheduled to work full or part-time and are not eligible for any benefits except those required by law.

Regardless of the employee's status, the employee is employed at will and either the Company or the employee can terminate the employment relationship at any time, with or without cause. An employee's status may change at any time due to application of the law and/or the company's discretion. Employees will be promptly notified of any changes in status.

## **11. Introductory Period Policy.**

All new employees shall serve an introductory period of at least 90 calendar days beginning on their first day of employment. Employees will not be eligible to utilize, nor earn, any fringe benefits until the satisfactory completion of their introductory period.

The introductory period does not alter an employee's at-will status. At any time during or after an introductory period, an employee is employed at will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

## **12. Policy Regarding Pay Periods and Paydays.**

Employees are paid bi-weekly and the Company's paydays currently occur every other Friday, for the two-week period that ends the previous Saturday. Overtime pay is also paid bi-weekly and will cover hours worked in the previous pay period. All employees are paid by check or direct deposit to a savings or checking account at the employee's chosen bank on the above-mentioned payday. Employees who wish to enroll in direct deposit can do so through HR. If the regular payday falls on a Company holiday, employees will be paid on the last business day before the holiday.

### **13. Timekeeping and Off-the-Clock Work Policy.**

The Company complies with all applicable federal and state wage and hour laws and regulations. To satisfy these requirements, all non-exempt employees must accurately record their hours worked each day and inform management of any difficulties or problems doing so.

The Company prohibits all non-exempt employees from performing any work without recording their time for payroll purposes (i.e., “working off the clock”). No one at the Company is authorized to work off the clock and no one at the Company has the authority to require any employee to perform off-the-clock work.

Employees who engage in fraudulent timekeeping, recording time for others, falsifications of time records, or any other violation of this policy will be subject to discipline, up to and including termination.

If you have any questions or concerns regarding your hours or if you have worked off the clock or are aware of any violations of the Company’s timekeeping policies (including, but not limited to, those on recording all hours worked, rest and meal periods, and overtime), you should contact your manager or the Human Resources Department. The Company will not retaliate against you for such reports or complaints.

### **14. Policy on Payroll Corrections and Deductions.**

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. It is also the Company’s policy to make only those deductions from pay authorized by and in accordance with applicable law.

Further, it is the Company’s policy that paychecks of exempt employees will not be “docked,” or subject to deductions, except in limited circumstances permitted by applicable law. All deductions and the amount of deductions are listed on your pay stub.

In the unlikely event that there is an error in the amount of pay you receive, you should promptly bring the discrepancy to the attention of the Human Resources Department so that the Company can investigate and correct the matter as quickly as possible.

## **15. Overtime Policy.**

Non-exempt employees may be required to work beyond their regularly scheduled workday whenever it is deemed necessary or appropriate by their supervisor or Company management. The Company will attempt to provide reasonable advance notice, but that may not always be possible. Employees are expected to cooperate with such requests.

Unless otherwise required by applicable state and federal laws, non-exempt employees will be paid an overtime premium of one and one-half times their regular rate of pay for all hours worked more than forty hours per workweek.

For the purpose of calculating an employee's entitlement to overtime compensation, the "workweek" means the seven-day period that begins at 12 a.m. Sunday and ends at 11:59 p.m. the following Saturday.

Non-exempt employees may not work overtime hours without the prior approval of their supervisor.

Employees who fail to comply with this policy may be subject to disciplinary action, up to and including termination.

Exempt employees are not eligible for overtime pay, regardless of the number of hours they work.

## **16. Safe Harbor Policy.**

The Company will pay exempt employees their full salary for any week in which they perform any work, except for the following circumstances:

- Absences for personal reasons other than sickness or disability of a day or more
- Absences of a day or more due to sickness or disability, if the deduction is made in accordance with a bona fide policy, plan, or program of providing compensation for salary lost to sickness or disability

- Offsets for any amounts received as jury fees, witness fees, or military pay
- Penalties imposed for infractions of safety rules of major significance
- Disciplinary suspensions for infractions of workplace conduct rules
- First or last week of employment
- Absences for leave under the Family and Medical Leave Act

Any exempt employee who believes that the Company has made an improper deduction should inform the President or COO/Vice President.

The Company will investigate the employee's complaint. The Company will reimburse the employee's salary if the employee's complaint is valid.

The Company will not retaliate against any employee for making a complaint concerning salary deductions or for cooperating in the Company's investigation of such complaints.

## **17. Lactation, Meal, and Rest Break Policy.**

The Company recognizes the need for all employees to refresh and recharge by taking breaks during their workday and complies with applicable federal, state, and local laws by providing rest and meal break periods. In addition, the Company will comply with all laws concerning lactation breaks for nursing mothers.

*Rest breaks.* Unless otherwise required by law, employees are provided with one 15-minute rest period for every four-hour period of work, or major fraction thereof. To the extent possible, employees should take their rest periods in the middle of the four-hour work period. This time is counted and paid as time worked. Therefore, you must return to work immediately upon the conclusion of your rest break.

Your manager may schedule your rest breaks at a time that best suits the needs of the Company.

*Meal breaks.* Employees will receive one meal break of 30 minutes. Such meal breaks are unpaid unless otherwise provided by law. Meal breaks are scheduled based on your hours of work. You are required to clock in and out when you take your meal break. If you do not

clock in and clock out when you take a meal break, you may be subject to discipline, up to and including termination. If applicable, your manager may schedule your meal breaks at a time that best suits the needs of the Company.

If you cannot take a rest or meal break, please note this on your time record with an explanation of why the break was missed or notify your supervisor.

Please note the following:

- You may not work through rest and meal breaks.
- You should take breaks in their entirety and at their assigned times.
- You may not combine rest and meal breaks during your shift.
- You may not take your rest or meal break at the end of your shift in order to leave early.

*Lactation breaks.* The Company shall provide additional reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth. Such additional break time will be unpaid unless otherwise required by law. The Company has set aside an area other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, for employees to express breast milk as needed.

Please contact the Human Resources Department for more information.

## **18. Attendance Policy.**

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor by telephone or text message before his or her starting time.

If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. If the employee fails to call in to his or her supervisor or report for work for three consecutive workdays, the employee will be deemed to have voluntarily abandoned his or her

employment with the Company and the Company will terminate the employee, except as otherwise provided by law and absent extenuating circumstances.

Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

## **19. Holiday Policy with Religious Accommodation Provision.**

After the introductory period, all regular full-time and part-time employees are eligible for a day off with pay for each Company designated holiday, at their regular straight time rate of pay or base salary. Temporary employees are not eligible for holiday pay.

The Company recognizes the following holidays for the purpose of providing time off with pay to eligible employees each calendar year:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving
- Christmas Day

When a company holiday falls on Sunday, the holiday usually will be observed the following Monday. If a holiday falls on Saturday, the holiday usually will be observed the preceding Friday. In order to be paid for the holiday, an otherwise eligible employee must work his or her last scheduled workday before and first scheduled workday after the holiday, unless he or she is on an approved absence, other than a leave of absence.

On holidays, eligible part-time employees will be paid for the number of hours they otherwise would have been scheduled to work on that day. If a Company- designated holiday falls on a day that is not a regular workday for a regular part-time employee, the employee will be ineligible for holiday pay for that day.



The Company reserves the right to require employees to work on a Company-designated holiday should business circumstances require. An eligible non- exempt employee

required to work on a Company- designated holiday will receive pay for actual hours worked on the holiday plus an alternative day off with pay or the holiday pay to which he or she is otherwise entitled. Holidays are not considered hours worked for purposes of calculating overtime unless an employee works on the holiday.

The Company recognizes that some employees may wish to observe, as periods of worship or commemoration, certain religious days that are not included in the Company's holiday schedule.

Employees may use accrued vacation or personal time for this purpose. Otherwise, the time off will be without pay. The Company will make a reasonable effort to accommodate an employee's religious beliefs, consistent with the Company's operating requirements and provided such accommodation does not create an undue hardship for the Company. An employee who wishes to request time off for a religious holiday should provide reasonable advance notice to his or her supervisor.

## **20. Paid Time Off (PTO) and Sick Days Policy.**

This policy applies to all full-time and part-time employees.

- **Paid Time Off (PTO).** The Company recognizes the importance of time off for rest, relaxation, and other familial or personal obligations. Therefore, employees may use Paid Time Off (PTO) for any purpose including vacation, illness, and personal appointments.

The amount of PTO available is based upon an employee's continuous length of service with the Company.

The positions listed in the charts below are eligible for PTO and will begin to accrue PTO from the first day of employment (unless a probationary period applies).

PTO accrues over the course of the calendar year and is based on the calendar year from January 1st to December 31st. In the first calendar year of employment (until January 1 of the next calendar year), employees will accrue PTO on a prorated basis for each full month worked.

Eligible employees accrue PTO pay in accordance with the following schedule:

(i) Exempt Employees

<i>Length of Continuous Service</i>	<i>Entitlement</i>
0-5 years	20 days (160 hours)
6-10 years	25 days (200 hours)
11 years and above	30 days (240 hours)

(ii) Full-time Non-exempt Employees

<i>Length of Continuous Service</i>	<i>Entitlement</i>
0-5 years	20 days (160 hours)
6-10 years	25 days (200 hours)
11 years and above	30 days (240 hours)

Part-time regular employees accrue PTO on a pro-rated basis based on the number of hours that they are regularly scheduled to work.

- Sick Days. The Company also provides additional sick days to be used for an employee’s own illness. After 90 days of employment, and for all subsequent years, full-time and part-time regular employees accrue five paid sick days that are usable immediately. Paid sick leave is available to regular full-time employees to use when they must be absent from work due to illness, injury, or medical appointments that cannot be scheduled outside of the workday. It is to be used only when required for one of the purposes described in this policy; sick leave must not be used for miscellaneous “personal” absences or to increase vacation days.
- PTO and Sick Days Requests and Conditions
  - Except in cases of emergency or illness, employees must request PTO at least two weeks in advance (using a PTO request form, which may be obtained from the Human Resources Department) and approved by your manager.
  - To use sick leave for planned absences (e.g., scheduled medical appointments), you must

request the absence at least five business days in advance. For unscheduled or unexpected absences, you must contact your supervisor to request the use of sick leave not later than your regular start time. The Company may request a note from your health care provider to confirm the need for leave.

- Approved leaves of absence are not considered a break in continuous service and are included in determining length of continuous employment for purpose of determining the PTO accrual rate.
- PTO will continue to accrue during any paid leaves of absence, or as otherwise required by law.
- Employees should strive to use all their PTO during the calendar year in which it accrues. Accrued but unused PTO will not carry over into the next calendar year unless applicable state law requires otherwise, or the employee obtains advance approval by Human Resources. Please see your state addendum or speak with the Human Resources Department about your ability to carryover PTO.
- Unless otherwise required by applicable state law, sick days will not be paid out upon termination of employment. Accrued but unused PTO will be paid out upon termination of employment to employees.
- If a paid observed holiday falls or is observed during your PTO or sick days, you will be paid for the holiday and will not be required to use PTO or sick pay for that day.
- Employees must use any accrued PTO and sick days during all state and federal family medical leaves to the extent permitted by law.
- PTO and sick days pay will be paid at an employee's regular straight-time hourly rate of pay or regular base salary for the approved PTO period. PTO and sick days are not considered hours worked for purposes of calculating overtime.
- PTO and sick days must be taken in minimum four-hour increments and a maximum of two consecutive weeks.

## **21. Family and Medical Leave Act (FMLA) Policy.**

This policy summarizes the federal Family and Medical Leave Act (FMLA). A summary of rights under the FMLA prepared by the United States Department of Labor (DOL Form WH

1420) is attached to this Handbook as Exhibit A.

Eligible employees may request a leave of absence under the FMLA for the purposes, and subject to the terms and conditions, described below. Where state or local leave laws offer greater protections or benefits to employees, the protections and benefits provided by such laws shall govern. To the extent permitted by law, such leaves shall run concurrently with an employee's federal leave rights under the FMLA.

- *Eligibility.* Eligible employees are those whom the Company has employed for at least twelve months (not necessarily consecutive), have worked at least 1,250 hours during the twelve months immediately prior to the requested leave of absence, and are employed at a worksite where fifty or more employees of the Company work within seventy-five miles.
- *Employee Request for and Notice of Leave.* Employees must provide sufficient information so the Company can determine whether the request for time off qualifies as family and medical leave, as well as the timing and duration of the leave. When the need for family and medical leave is foreseeable, such as due to a planned medical procedure, an employee must notify the Company of the need for the leave at least thirty days before the leave begins. If thirty days advance notice is not practicable because the employee just learned of the need for leave or a change in circumstances or a medical emergency has occurred, then the employee must request the leave as soon as practicable (generally the same day or the day following the day the employee learned of the need for leave).

When the need for leave arises suddenly, the employee must notify his or her manager or Human Resources Director as soon as possible— either before leaving work or not later than the start of the employee's next regular workday. The employee must follow the Company's standard call-in procedures for unscheduled absences. The employee must inform the Company when taking time off for a reason for which family and medical leave was previously taken or certified. Failure to comply with the request and notice procedures may delay the start of a leave.

- *Purposes.* A family and medical leave may be taken by an eligible employee for the following reasons:
  - (i) The birth of an employee's son or daughter or the placement of a son or daughter with the employee for foster care or adoption, so long as the leave is completed within twelve months of the birth or placement of the son or daughter;

- (ii) To care for the employee’s spouse, son, daughter, or parent with a “serious health condition;”
- (iii) Due to the “serious health condition” of the employee that renders the employee unable to work or in need of medical treatment.
- (iv) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter or parent is a military member who is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces of the United States; or
- (v) To care for a covered service member (who is the employee's spouse, son, daughter, parent or next of kin) with a serious illness or injury (“military caregiver leave”).
- *Definitions.* The terms used in this policy, including the bolded terms above, are defined in the FMLA, as amended, and applicable regulations.

A “serious health condition” includes an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents qualified family members from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to chronic condition. Other conditions may meet the definition of continuing treatment.

A “covered service member” means (A) a current member of the Armed Forces (including National Guard or Reserves) of the United States who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (B) a covered Veteran who is undergoing medical treatment, recuperation or therapy, for a serious injury or illness.

“Covered active duty” means (A) in the case of a member of the Regular Armed Forces of the United States, duty during the deployment of the member with the Armed Forces to a

foreign country; and (B) in the case of a member of the Reserve components of the Armed Forces of the United States, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, as provided by law.

A “military member” for purposes of qualifying exigency leave is an employee’s spouse, son, daughter, or parent serving in the Regular Armed Forces, the National Guard, or the Reserves.

A “serious injury or illness” means in the case of a member of the Armed Forces of the United States (including a member of the National Guard or Reserves), an injury or illness incurred by the member in the line of duty while on active duty in the United States Armed Forces (or that existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

A “serious injury or illness” means in the case of a covered veteran, a qualifying injury or illness that was incurred by the service member in the line of duty on active duty in the Armed Forces, or that existed before the beginning of the service member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces, and that manifested itself before or after the service member became a veteran, and is either: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating; or (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty percent or greater, and the need for military caregiver leave is related to that condition; or (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation because of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the veteran is enrolled in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

A “qualifying exigency” includes the need for an employee to take time off work to address issues related to short-notice deployment, make arrangements for alternative child care,

attend certain school activities, handle certain financial or legal arrangements, attend certain counseling sessions, attend military ceremonies or informational briefings, to spend short periods of time for rest and recuperation during the period of deployment, or participate in certain post- deployment activities or parental care leave.

The “designated twelve-month period” is the rolling twelve-month period measured backward from the date an employee uses any family and medical leave. During this period, eligible employee may use up to twelve workweeks of family and medical leave.

The “single twelve-month period” is the twelve- month period that begins on the first date the employee uses any military caregiver leave.

During this period, eligible employees may use up to twenty-six workweeks of military caregiver leave. The twenty-six weeks is applied per covered service member, per injury. This means that an employee may not take twenty-six weeks of leave in different twelve-month periods to care for the same service member suffering from the same injury. Rather, a subsequent leave must concern the care of a different service member or the same service member with a different injury.

A “son or daughter” is a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is (A) under eighteen years of age, or (B) eighteen years of age or older and incapable of self-care because of a mental or physical disability. Either day-to- day care or financial support may establish an in loco parentis relationship where the employee intends to assume responsibilities of a parent regarding a child.

A “spouse” is the person to whom an individual is married as defined or recognized under the law of the state in which the parties married. If the parties married outside of any state, then the marriage must be valid where it occurred, and it must be a marriage into which the parties lawfully could have entered in at least one state. The definition of spouse does not include registered domestic partners.

“Covered Veteran” means a person who was a member of the Armed Forces of the United States (including a member of the National Guard or Reserves) and who was discharged or released from such service under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

- *Duration.* Family and medical leave may be taken for up to twelve workweeks during the designated twelve-month period (as defined above) for the birth of an employee's son or daughter; the placement of a son or daughter with the employee for foster care or adoption; to care for an employee's spouse, son, daughter, or parent with a serious health condition; due to the employee's serious health condition; or because of a qualifying exigency. Military caregiver leave may be taken for up to twenty-six workweeks in a single twelve-month period (as defined above). During the single twelve-month period, an eligible employee shall be entitled to a combined total of twenty-six workweeks of leave for any reason specified above. In other words, any family and medical leave taken during the single twelve-month period for the birth of an employee's son or daughter; the placement of a son or daughter with the employee for foster care or adoption; to care for an employee's spouse, son, daughter, or parent with a serious health condition; due to the employee's serious health condition; or because of a qualifying exigency (up to twelve weeks) will be counted towards the total twenty-six week entitlement permitted for leave to care for a covered service member with a serious illness or injury during that single twelve-month period. All time off that qualifies as family and medical leave will be counted against the employee's federal and, if applicable, state family and medical leave entitlement to the fullest extent permitted by law.
- *Use of Leave.* Family and medical leave should be used as needed but must be used in minimum increments of at least one hour. Intermittent or reduced-schedule leave is available, if medically necessary. Employees must make a reasonable effort to schedule planned medical treatments so as not to unduly disrupt business operations. For planned absences that are intermittent or on a reduced schedule, the Company may require the employee to temporarily transfer to an alternative position for which the employee is qualified, with equivalent pay and benefits, that better accommodates the recurring periods of leave than the employee's regular position. Leave due to qualifying exigencies may also be taken on an intermittent basis.
- *Medical Certification.* When leave is requested for the employee's or a family member's serious health condition, the employee must submit a medical certification from the health care provider of the patient that establishes the employee qualifies for family and medical leave. The Human Resources Department will provide the appropriate certification form. A complete and sufficient certification must be provided as soon as is reasonably practical, and not later than the date leave begins or within fifteen days of the Company's request, whichever is later.



When the leave is requested because of the employee's own serious health condition, the certification must include: (1) the date the serious health condition commenced, (2) the probable duration of the serious health condition, (3) information sufficient to establish that the employee has a serious health condition, and (4) information sufficient to establish the employee cannot perform the essential functions of the employee's job as well as the nature of any other work restrictions and the likely duration of such inability. The employee must provide the required medical certification to the Company in a timely manner to avoid a delay or denial of leave. Employees should obtain appropriate forms from the Human Resources Department.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Company asks that employees not provide any genetic information when responding to a request for medical information for purposes of leaves of absence or otherwise. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services. If you have any questions about the information to be provided, please contact the Human Resources Department.

If the Company has reason to doubt the validity of the first medical certification, it may require at its expense that the employee get a second opinion from a healthcare provider chosen or approved by the Company, as long as that healthcare provider does not work for the Company. If the opinions of the healthcare providers for the first and second certifications differ, the Company may require the employee to obtain a certification from a third healthcare provider (approved jointly by the Company and the employee) at the Company's expense. The third certification shall be final and binding.

When leave is requested to care for a family member (either because the family member has a serious health condition or the employee requests a military caregiver leave), the certification must include: (1) information sufficient to establish that the family member has a serious health condition or serious injury or illness, and the date the condition began, (2) the probable duration of the condition, (3) information sufficient to establish the family

member is in need of physical and/or psychological care, and (4) an estimate of the frequency and duration of the leave required to care for the family member.

The Company will notify the employee if the certification is incomplete or insufficient and provide the employee seven calendar days to correct the deficiency. The Company reserves the right to contact the health care provider to seek authentication or clarification of information in the certification, as needed, and may require recertification, as appropriate and as permitted by law.

Before returning to work at the conclusion of a leave due to the employee's own serious health condition, the employee is required to provide a certification from his or her health care provider regarding the employee's fitness for duty.

- *Certification of Qualifying Exigency.* When leave occurs due to a qualifying exigency, the employee must submit a completed Certification of Qualifying Exigency for Military Family Leave to establish the employee's eligibility for this leave. The Human Resources Department will provide the appropriate certification form. A complete and sufficient certification must be provided as soon as is reasonably practical, and within fifteen days of the Company's request.
- *Pay and Benefits.* Family and medical leave is unpaid. However, unless prohibited by applicable law, an eligible employee must use any accrued PTO or sick leave during the otherwise unpaid portions of family and medical leave to which he or she is otherwise entitled.

Use of PTO and/or sick time will be subject to the terms and conditions of the applicable PTO and sick leave policy. Neither PTO nor sick pay will accrue during any unpaid portions of leave. Holidays that fall during any unpaid portions of leave will not be paid.

During a family and medical leave, group health benefits will be maintained for up to twelve workweeks (up to twenty-six workweeks for military caregiver leave) as if the employee was continuously employed; however, the employee must continue to pay the employee's share of premiums for the employee and any covered dependents, if any, during the leave. If the employee fails to return to work at the conclusion of the approved leave, the Company may recover its share of the premiums paid during the leave, unless the inability to return is due to circumstances beyond the employee's control or otherwise excused. An employee on an approved family and medical leave will not lose any

benefits accrued before the leave began.

- *Reinstatement.* Employees who return to work immediately after the end of an approved family and medical leave will normally be reinstated to the same or an equivalent position, and will receive pay and benefits equivalent to those the employee received prior to the leave, as required by law. If the employee does not return to work on the first workday following the expiration of an approved family and medical leave, and has not been granted an extension of leave by the Company, the employee will be deemed to have resigned from employment. In certain circumstances, “key” employees may not be eligible for reinstatement following a family and medical leave. The Company will provide written notice to any “key” employee who is not eligible for reinstatement. “Key” employees are salaried employees who are among the highest paid ten percent of the employees employed by the Company within seventy-five miles of the facility at which the employee is employed.
- *Employer Responsibilities.* The Company shall inform employees requesting leave whether they are eligible under the FMLA and as applicable, state law. If they are, the Notice of Eligibility will specify any additional information required, as well as the employee's rights and responsibilities.

If an employee is not eligible, the Company shall provide a reason for the ineligibility.

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

- *No Retaliation.* The Company will not interfere with, restrain, or deny the exercise of any right provided under the FMLA or equivalent state law. The Company will also not discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for the person's involvement in any proceeding under or relating to the FMLA. If you feel that you have been discriminated or retaliated against due to your assertion of FMLA-protected rights or participation in an FMLA-related proceeding, please contact your supervisor or [Human Resources].

- *Enforcement.* An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires that FMLA-covered employers post the text of the FMLA notice (WH 1420). Regulations 29 C.F.R. § 825.300(a) may require additional disclosures. For additional information: 1-866-4US WAGE (1- 866-487-9243) TTY 1-877-889-5627.

If you have any questions concerning the FMLA or would like to submit a request for a family and medical leave of absence, please contact the Human Resources Department.

## **22. Military Leave Policy.**

Military leaves are available to eligible employees who are members of, or enter, the Uniformed Services of the United States, including the National Guard and the Commissioned Corps of the Public Health Service, or the state military forces, or the reserve components of the same, and who participate in active or inactive duty or training. Time off is also permitted for the employee to undergo an examination to determine his or her fitness for duty in any of the federal military forces.

The Company will grant such leave in accordance with the applicable state and federal laws, provided all legal requirements are satisfied and the employee returns to work or applies for reemployment within the time prescribed by law.

Except as required by federal, state, or local law, all military leave is unpaid. However, employees may use any or all their accrued but unused vacation or other paid time off during their military service leave.

The employee must provide advance notice of the need for leave whenever possible. The employee should give the President or COO/Vice President as much advance notice as possible to allow the Company to make arrangements to cover his or her position.

Employees on federal military leave may be entitled to continue health insurance benefits, at the employee's expense, for up to twenty-four months.

Nothing in this policy requires the Company to reemploy individuals who are not eligible for reemployment under USERRA or other applicable law. If you would like to return to work and are eligible for reemployment, you must report to work on the first regularly scheduled workday that is at least eight hours after returning home from military service, if your service was for less than 31 days. If your service was between 31 and 180 days, you must apply for reemployment within 14 days following completion of military service. If your service was for more than 180 days, you must apply for reemployment within 90 days of completing military service.

To obtain further information about military leaves, or if you are unable to comply with this schedule due to injury or otherwise, please contact Human Resources.

### **23. Bereavement Leave Policy.**

In the event of a death in the immediate family, all employees may have up to three consecutive working days off, with pay, at their regular straight time rate or base salary, to handle family affairs and attend the funeral.

“Immediate family” is defined as: parent, stepparent, parent-in-law, sibling, brother-in-law, sister-in-law, spouse, domestic partner, child, stepchild, grandparents, and grandchildren.

To request time off for bereavement leave, the employee should contact the Human Resources Department.

The Company may require verification of the need for bereavement leave. Any employee who abuses this policy will be subject to disciplinary action, up to and including termination of employment.

### **24. Standards of Conduct Policy.**

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list. The Company does not intend this list to be comprehensive or to limit the Company’s right to impose discipline for any other conduct it deems inappropriate. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off

Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including immediate termination:

- Dishonesty or falsification of Company records.
- Unauthorized use or possession of property that belongs to the Company, a coworker, or the public.
- Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials.
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language including, but not limited to, curse words, insults, sexually explicit talk, or racial slurs, horseplay, practical jokes, or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties, or failure to comply with the Company's health, safety, or other lawful rules.
- Gambling on premises.
- Sleeping on the job.
- Defacing property.
- Engaging in criminal activity.
- Unauthorized or careless use of the Company's materials, equipment, or property.
- Unauthorized and/or excessive absenteeism or tardiness in violation of the Company's Attendance policy.
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or other conduct that is improper for the workplace, such as threatening or intimidating fellow employees or visitors.
- Sexual or other illegal harassment or discrimination.
- Unauthorized use or disclosure of the Company's business secrets, confidential financial data, or other similar confidential information.

- Violation of the Company’s Substance Use and Abuse Policy.
- Violation of any lawful Company policy.

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including, but not limited to, verbal counseling, written warnings, suspension, demotion, transfer, reassignment, or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, the Company may discharge an employee immediately at any time the Company determines such action is appropriate.

This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment, to engage in a lawful strike or work stoppage, or to otherwise interfere with employees’ rights under the National Labor Relations Act. The Company will not construe this policy in a way that limits such rights. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

## **25. Workplace Safety Policy.**

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes “safety first.” It is the employee’s responsibility to take steps to promote safety in the workplace and work in a safe manner. Employees are expected to keep their workspace organized and free of potential hazards. By remaining safety conscious, employees can protect themselves and their coworkers.

Employees are expected to promptly report all unsafe working conditions, accidents, and injuries, regardless of how minor, to their immediate supervisors and/or Human Resources. Prompt reporting enables the company to correct potential hazards, ensure that injured workers receive treatment, and process workers’ compensation claims. Failure to immediately report unsafe working conditions, workplace injuries, and/or accidents may result in disciplinary action, up to and including termination of employment.

The Company prohibits any type of retaliation against an employee for reporting a safety concern or a violation of this policy or for cooperating with a related investigation.

## 26. Workplace Violence Policy.

The Company is committed to preventing workplace violence and to maintaining a safe work environment. Accordingly, the Company has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

The Company expects all employees to treat each other and our customers, vendors, and others with whom we do business with courtesy and respect at all times.

Employees are expected to refrain from physical conduct such as fighting, bullying, “horseplay,” or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the Company without proper authorization, and employees should not have these items in their possession at any time while working, even if off premises.

The Company will not tolerate conduct that threatens, intimidates, or harasses another employee, a customer, or a member of the public at any time, including off- duty periods. This prohibition includes all acts of harassment, including harassment based on an individual’s race, color, religion, gender/sex, national origin, ethnicity, citizenship status, genetic information, military status, age, and disability, or any other classification protected by applicable local, state, or federal laws.

Other examples of prohibited workplace violence include, but are not limited to:

- using or threatening to use a weapon against an individual.
- hitting, shoving, or otherwise assaulting an individual.
- bullying or threatening an individual or the individual’s family, friends, associates, or property with harm.
- intentional destruction or threatening to destroy the employer’s or other individuals’ property.
- making contact through harassing or threatening phone calls or other means; and
- harassing, surveillance, or stalking.

All threats of (or actual) violence, both direct and indirect, that occur during work, or that



may affect you at work, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

You should also report all suspicious individuals or activities as soon as possible to a supervisor. If more immediate action is needed, call 911. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or observe what is happening.

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The Company will use discretion and take all reasonable steps to protect the confidentiality of the individual making a report. To maintain workplace safety and the integrity of its investigation, the Company may suspend employees, either with or without pay, pending investigation.

Anyone whom the Company determines has engaged in threats of (or actual) violence or other conduct that violates these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

The Company encourages employees to bring their disputes or differences with other employees to the attention of their supervisors or Human Resources before the situation escalates into potential violence. The Company is eager to assist in the resolution of employee disputes and will not discipline or retaliate against employees for raising such concerns in good faith.

## **27. Emergency Response Procedures.**

We all have responsibility for the security and safety of the premises. The Company therefore encourages its employees to communicate openly with each other concerning emergency and safety issues. It is vital that you acquaint yourself with the location of all fire alarms, emergency exits, and first-aid kits. When evacuation is necessary, e.g., in the event of fire, always evacuate the premises calmly and immediately as directed by your manager. In the event of a medical emergency, call 911 and then contact your manager who has been trained in CPR and first-aid procedures.

Be vigilant. Immediately report anything you believe to be suspicious to your manager.

## 28. Communications Systems, Email, Networks, and Internet Policy.

At the Company, we use electronic forms of communication and information exchange. Employees of the Company have access to computers, email, telephones, text messaging, voicemail, fax machines, external electronic bulletin boards, wire services, online services, the Internet, and the World Wide Web (hereafter collectively referred to as “electronic communications system”). The electronic communications system provided by the Company and any information stored on it is Company property and will be treated as such. The electronic communications system is provided for the purpose of facilitating Company business.

The following rules apply to all electronic communications that are sent, received, accessed, or stored on the Company electronic communications system. The following list is not exhaustive and the Company may implement additional rules from time to time. Nothing in this policy is intended to interfere with your rights under federal and state laws, nor will the Company construe this policy in a way that limits such rights. This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees’ rights under the National Labor Relations Act. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

- While the electronic communications system primarily exists for Company business use, reasonable use of the electronic communications (*including the email*) system for personal, nonbusiness purposes is permitted, provided such use does not interfere with the Company’s need to maintain production and discipline.
- When employees use the Company’s electronic communications system, they should not assume any electronic communications are private or confidential and should transmit sensitive information in other ways. The Company may need to monitor, access, or review the electronic communications system and its contents for a number of business reasons, and it reserves the right to do so. *Such access may permit the Company to review and access content of emails, IMs, and other forms of electronic information.* All such information may be used and disclosed to others, in accordance with business needs, at the Company’s discretion.

- All communications sent by employees via the electronic communications system must comply with this and other Company policies including, but not limited to, the Anti-harassment, Equal Employment Opportunity / Non-discrimination, and Confidential and Proprietary Information policies.
- The Company's electronic communications system may not be used for transmitting, retrieving, viewing, printing, or storing any communications of a discriminatory or harassing nature or which are obscene or X-rated communications in violation of the Company's Equal Employment Opportunity / Non-discrimination or Anti-harassment policies, or are of a threatening nature, or for any other purpose that is illegal or against Company policy.
- Employees must not use their own personal email accounts, such as Gmail, etc., for Company business.
- Instant Messaging may not be used on the Company's electronic communications system.
- The Company is aware that some of its employees may record and comment on aspects of their employment with the Company in a public way, including by "blogging" or social networking. While the Company does not prohibit this form of off-duty public communication by its employees, the Company strongly cautions any employee who might make such communications to abide by the provisions of the Company's Social Media Policy and its Confidential and Proprietary Information Policy outlined in this Handbook, which every employee of the Company must acknowledge as a condition of employment. Any public disclosure of Confidential Information, as defined in the Company's Confidential and Proprietary Information Policy, is strictly prohibited. Furthermore, employees may not use such forums to engage in conduct prohibited by the Company's No Harassment and EEO/Non-discrimination policies.
- When blogging or social networking, you should not represent that the Company has authorized you to speak on behalf of the Company or that the Company has approved your message, unless you receive prior written authorization to do so from the President or COO/Vice President.
- If you do not receive written authorization to speak on behalf of the Company, you are strongly encouraged to state explicitly, clearly, and in a prominent place on the site that views expressed are the employee's own and not those of the Company or of any person or organization affiliated or doing business with the Company. Should you decide to make

social media postings or post blogs about the Company including, among other things, messages concerning company-related services and products, you are also strongly encouraged to state explicitly and prominently in your postings that you are an employee of the Company.

- If employees use any security measure on a Company-supplied computer, if requested, they must provide the President or COO/Vice President with all their passwords they use for access to Company computers and Company computer programs and sites. The Company reserves the right to override any passwords used for Company computers and Company computer programs and sites to obtain access to information, as necessary, for business reasons.
- Employees must respect the confidentiality of other people's electronic communications and may not attempt to breach computer or network security measures, except by explicit direction of Company management.
- Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights. To avoid viruses and potential copyright violations, no one may download any new software without the prior authorization of the President or COO/Vice President.
- Any employee who abuses the privilege of Company-facilitated access to electronic media and services will be subject to disciplinary action, which may include termination of employment if, in the Company's discretion, the situation warrants it. He or she may also risk having the privilege of having access to the Company's electronic communication system rescinded for themselves and possibly others. If an employee has any questions regarding the proper use of the electronic communications system, the employee should contact the President or COO/Vice President.

## **29. Computers, Mobile Phones, and Other Electronic Devices Policy.**

Employees are responsible for property issued to them by the Company for use during their employment with the Company, such as the following:

- Smartphones
- Computers, iPads, tablets
- Personal electronic devices

All materials, data, communications, and information (including but not limited to e-mail, telephone conversations and voicemail recordings, instant messages, and internet and social media postings and activities) created on, transmitted to, received or printed from, or stored or recorded on these devices are the property of the Company. You should have no expectation of privacy with respect to these materials, data, communications, and information. To that end, the Company reserves the right to monitor, intercept, review, and erase—with or without notice—all content created on, transmitted to, received or printed from, or stored or recorded on the device.

You must use your best efforts to physically secure the device against loss, theft, or use by persons who have not been authorized to access the device. In the event that your device is lost, stolen, accessed by unauthorized persons, or otherwise compromised, you must immediately inform the IT department so that the Company can assess the damage and, if necessary, remotely erase the entire device. You must also promptly provide the Company with access to the device when requested.

Any use of an electronic device must conform to this policy and each user is responsible for using his or her device in a productive, ethical, and lawful manner. This includes complying with the Company's policies, including policies prohibiting harassment, discrimination, and retaliation as well as the Company's policy regarding Confidentiality and Communications Systems, Email, Networks, and the Internet.

The Company prohibits employees from talking, texting, e-mailing, or otherwise using a device while operating a Company vehicle or while operating a personal vehicle on the Company's business.

Employees must also abide by all applicable legal prohibitions. For their own health and safety and the health and safety of others, employees should not use their devices while operating vehicles of any kind.

Employees who violate any provision of this policy are subject to discipline, up to and including termination of employment.

Nothing in this policy is intended to interfere with your rights under federal and state laws, including your right, pursuant to the National Labor Relations Act, to use a Smartphone, iPad, tablet, or personal electronic device to photograph or make recordings of health, safety and/or working condition concerns, or of strike, protest or work-related

issues, or other protected concerted activities, nor will the Company construe this policy in a way that limits such rights.

### **30. Social Media Policy.**

The Company recognizes that internet-provided social media can be a highly effective tool for sharing ideas and exchanging information. However, the Company also seeks to ensure that social media usage serves its need to maintain its brand identity and integrity while minimizing actual or potential legal risks. The Company therefore establishes the following rules and guidelines for communicating employer information via social media. Violation of this policy may lead to disciplinary action, up to and including termination of employment.

The Company defines “social media” broadly to include online platforms that facilitate activities such as professional or social networking, posting commentary or opinions and sharing pictures, audio, video, or other content. “Social media” includes personal websites and all types of online communities (e.g., Facebook, LinkedIn, Yelp, YouTube, Twitter, Instagram, blogs, message boards, and chat rooms).

- Your social media activity is covered by all the Company policies including, among others, the Company’s Equal Employment Opportunity / Non- discrimination, Anti-harassment, Confidentiality and Proprietary Information, and Communications Systems, Email, Networks, and Internet policies.
- You should not post content on social media that violates the Company’s discrimination or harassment policies, or that is threatening or obscene.
- You may use social media for non-business purposes while at work, but only if (i) you are complying with all company policies, (ii) the activity does not interfere with your work or your co-workers’ work; and (iii) you only use social media for an insignificant portion of your work day.
- You should not represent that the Company has authorized you to speak on behalf of the Company or that the Company has approved your message, unless you receive prior written authorization to do so from the President or COO/Vice President. If you do not receive written authorization to speak on behalf of the Company, you are strongly

encouraged to state explicitly, clearly, and in a prominent place on the site that views expressed are the employee's own and not those of the Company or of any person or organization affiliated or doing business with the Company. Should you decide to make social media postings about the Company including, among other things, messages concerning company-related services and products, you must expressly state in your postings that you are an employee of the Company.

- You may not illegally disparage the Company's products/services, or the Company's vendors' or competitors' products/services. This means that you may not intentionally make maliciously false statements that denigrate the Company's products/services, or the Company's vendors' or competitors' products/services.
- You should not advertise or sell the Company products via social media without the prior written approval from the President or COO/Vice President.
- The Company protects its copyrights, trademarks, and logos. You should respect the laws regarding copyrights, trademarks, rights of publicity, and other third-party rights. To minimize the risk of a copyright violation, you should reference to the source(s) of information you use and accurately cite copyrighted works you identify in your online communications. Do not infringe on Company logos, brand names, taglines, slogans, or other trademarks. You may not use the Company's logos, brand names, taglines, slogans, or other trademarks or other protected information or property for any business/commercial venture without the President or COO/Vice President's express written authorization.
- The Company protects its confidential information (including its financial information, trade secrets, marketing lists, strategic business plans, competitor intelligence, business contracts and other proprietary Company information that is non-public and that employees can access). You should not display or disclose such confidential information through social media without prior written approval from the President or COO/Vice President.
- The Company protects its premises and processes. You should not record audio/video or take pictures of non-public areas of the Company's premises or of the Company's processes and display such content through social media without prior written approval from the President or COO/Vice President. An exception to this rule would be to engage in activity protected by the National Labor Relations Act including, for example, taking

pictures or making recordings of health, safety, and/or working condition concerns, or of strike, protest, or work-related issues, or other protected concerted activities.

- You should not display or post video or other images of, or material about, the Company's employees that are libelous, proprietary, harassing, bullying, discriminatory, retaliatory, or that can create a hostile work environment. Such conduct that would not be permissible in the workplace is not permissible between or among employees online, even if done during non-work hours and away from the workplace on personal devices or home computers.
- You should not display or post video or other images of, or material about, the Company's competitors, vendors, or customers without prior written approval from the President or COO/Vice President.
- Under no circumstances may you post the Company's competitors', vendors', or customers' personally identifying information, such as social security numbers, credit card numbers, or phone numbers.
- Managers should not "friend" subordinate employees on non-professional social media sites.

The Company reserves the right to (and does) use software and search tools to monitor comments or discussions about it, its representatives, its products, its vendors, and its competitors that are posted *anywhere* on the Internet, including social media.

The Company respects your right to communicate on your own (or other employees') behalf concerning terms and conditions of employment. Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act (NLRA), nor will the Company construe this policy in a way that limits such rights.

Please contact Paul/Tanya Smith if you have any questions concerning this policy.

### **31. Confidential and Proprietary Information Policy.**

In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, marketing plans and strategies, pricing information, trade secrets, financial information, contracts, suppliers, customers, or other information about the



Company that we consider proprietary and confidential. Maintaining the confidentiality of this information is vital to our competitive position in the industry and, ultimately, to our ability to achieve financial success and stability.

Employees must protect Confidential Information by using it only for the business of Company, safeguarding it whenever using it, and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. Employees should not access or use any Confidential Information to which the Company has not provided the employee access or authorization to use. Employees may not remove Confidential Information from the workplace unless specifically approved by the employee's supervisor.

In the event of inadvertent disclosure of Confidential Information, employees must immediately inform their supervisor. Any employee who is unsure whether information should be kept confidential should always check with his or her supervisor before disclosing the information.

This duty of confidentiality applies whether the employee is on or off Company premises, and during and even after the end of the employee's employment with Company. This duty of confidentiality also applies to communications transmitted through the Company's electronic communications system.

Nothing in this policy is intended to interfere with your rights under federal and state laws—including your right under the National Labor Relations Act to discuss terms and conditions of employment and your right under other federal laws and regulations to report legal violations, or make other protected disclosures, to the government—nor will the Company construe this policy in a way that limits such rights.

## **32. Telecommuting Policy.**

The Company may allow full-time exempt employees to telecommute (i.e., work remotely or work from home).

All requests to telecommute should be in writing and submitted to your supervisor and the Human Resources Department. All telecommuting arrangements must be approved in advance by the Company. Permission to telecommute is at Company's discretion and can be withdrawn at any time.

Employees permitted to telecommute will be required to sign a written telecommuting agreement that, among other things, describes the agreed-upon hours of work, how hours will be recorded, communications with your supervisor, when (if at all) you will be required to report to the Company's offices, equipment issued to you, the security of any the Company equipment issued to you, and technological support.

In addition, employees permitted to telecommute must continue to abide by all employment policies, including those found in this Handbook. Failure to follow this agreement or these policies may result in discipline (up to and including the termination of your employment) and/or the termination of the telecommuting arrangement.

This policy applies to employees permitted to telecommute on a regular basis. This policy does not apply to requests for reasonable accommodation or occasional work from home arrangements such as in instances of inclement weather. Employees requesting to telecommute as a reasonable accommodation should follow Company procedures on requests for reasonable accommodation.

If you have any questions regarding this policy or if you have questions about telecommuting that this policy does not address, please contact the Human Resources Department.

### **33. Solicitation and Distribution Policy.**

The Company's policy on solicitation and distribution of literature serves to minimize disruption to the work environment, maximize productivity, and maintain clean and orderly work areas.

Employees are prohibited from engaging in solicitation or distributing literature during the working time of the employee soliciting or the employee being solicited. Working time is that time when an employee is actively engaged in performing job duties. Working time does not include time when employees are on break, meal periods, or other periods during which an employee is not assigned or expected to perform job duties.

Distribution of literature by employees is prohibited in all work areas. Work areas generally do not include employee break areas, restrooms, sidewalks, and parking areas or lots.

These guidelines also apply to solicitation by electronic means.

Individuals who are not employees may not solicit or distribute literature for any purposes on Company property at any time.

This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Law. The Company will not construe this policy in a way that limits such rights. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

#### **34. Media Inquiries and Contact Policy.**

It is imperative that one designated person speaks on behalf of the Company to deliver a consistent and appropriate message and avoid giving misinformation. Therefore, employees should not speak to the media on the Company's behalf. If someone from the press, publications, radio, TV, or other media asks you, in your official capacity as an employee of the Company, for information relating to the Company or its business, politely refer them to the President or COO/Vice President for an official Company statement.

The Company respects your right to express personal opinions and communicate on your own (or other employees') behalf concerning terms and conditions of employment. This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act. Additionally, nothing in this media policy is intended to interfere with your rights under any federal and state laws, nor will the Company construe this policy in a way that limits such rights.

#### **35. Conflicts of Interest Policy.**

During, and as a condition of employment with the Company, employees must not engage in any work, paid or unpaid, or other activities that create a conflict of interest that materially and substantially disrupts the operations of the Company. Such work and/or activities shall include, but is not limited to, directly or indirectly competing with the

Company in any way, or acting as an officer, director, employee, consultant, stockholder, volunteer, lender, or agent of any business enterprise of the same nature as, or which is in direct competition with, the business in which the Company is now engaged or in which the Company becomes engaged during the term of your employment with the Company, as may be determined by the Company in its sole discretion.

If the Company believes such a conflict exists, the Company may ask the employee to choose to discontinue the other work and/or activities or resign employment with the Company.

As the above examples indicate, a “conflict of interest” is limited to the employer’s legitimate business interests and does not concern a disruption of Company operations resulting from an employee’s lawful participation in protected activity under the National Labor Relations Act.

In the event you have a question as to whether any activity might constitute a conflict of interest, or if you believe that a violation of this policy has occurred, please immediately contact your supervisor, any other member of management, or the Human Resources Department. Any failure to report such a violation or to resolve conflicts satisfactorily may result in discipline, up to and including termination.

Nothing in this policy is intended to interfere with your rights under federal and state laws, including the National Labor Relations Act, nor will the Company construe this policy in a way that limits such rights.

Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

### **36. Employment of Relatives / Anti-nepotism Policy.**

To avoid the appearance of any nepotism, conflict of interest, influence, or favoritism, and to ensure objectivity in the workplace, it is the Company’s policy and practice not to employ a “close relative” in a position where he or she can influence the terms or conditions of employment of another relative. To that end, individuals who are related may not be employed by the Company if a direct reporting relationship exists between them unless the individuals are officers/owners of the Company.

The term “close relative” includes, but is not limited to, the following: spouse, domestic

partner, child, parent, grandparents, grandchildren, siblings, parents-in-law, brothers- and sisters-in-law, aunts, uncles, nieces, nephews, and cousins. Additionally, close relatives of Human Resources employees cannot be employed within the same department (regardless of whether a reporting relationship exists).

To the extent that employees become close relatives during employment (in violation of this policy), such as through marriage, they should bring that fact to the attention of Human Resources so that the Company can take appropriate measures, which may necessitate the resignation of one of the employees involved. Any failure to report such a relationship with relatives that may cause a conflict of interest may result in discipline, up to and including termination.

### **37. Office Relationship / Fraternization Policy.**

To avoid the appearance of any conflict of interest, influence, or favoritism, and to ensure objectivity in the workplace, the Company prohibits personal relationships (e.g., romantic or dating relationships, cohabitation, marriage, or otherwise becoming related) between employees in a reporting relationship.

If a personal relationship develops between employees in a reporting relationship, the employees must disclose the relationship immediately to the Human Resources Department. The Human Resources Department will work with the employees to devise a working solution.

Any failure to disclose such personal relationships between employees in a reporting relationship to Human Resources may result in discipline, up to and including termination.

All steps will be taken to eliminate any real or perceived appearance of authority one employee has over the other employee. Continued employment is possible provided that no direct reporting relationship exists. In situations where it is not possible to eliminate a real or perceived conflict of interest, transfer, or termination of employment with the Company may be required.

### **38. Off-Duty Conduct Policy.**

The Company will not take any adverse employment action against any employee for engaging in lawful conduct occurring during nonworking hours away from the Company's

premises, provided that such conduct does not otherwise violate Company policies, such as the Company's Confidentiality and Proprietary Information or Conflicts of Interest policies.

However, under certain circumstances, if an employee's personal conduct begins to adversely affect either his or her performance on the job, creates a conflict of interest as defined by the Company's Conflicts of Interests policies, or affects his or her ability to carry out any one or all of his or her job duties while at work, appropriate discipline up to and including discharge may be appropriate. The Company will not tolerate illegal off-duty conduct that adversely affects the Company's legitimate business interests or an employee's ability to perform his or her job.

This policy is not intended to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment or to otherwise interfere with employees' rights under the National Labor Relations Act. Employees have the right to engage in or refrain from activities protected by the National Labor Relations Act.

### **39. Use of Employer Bulletin Boards Policy.**

To maintain an effective avenue for communicating with our employees,

the Company maintains a bulletin board at its corporate offices, as well as an electronic bulletin board, which all employees can access.

The Company's bulletin boards are used to communicate official government information on equal employment opportunity, wage and hour, health and safety, and other issues. They are also used to communicate information regarding the Company's policies and its business, including, but not limited to, job postings, safety rules, health items, benefit programs, and notices announcing special events.

The Company's bulletin boards may not be used by employees or outside parties for the posting of commercial notes and advertisements, announcements and witticisms, sales of personal property, solicitations, or any other matters.

Employees may not post in any way any form of literature, printed or written materials,

photographs, or notices of any kind on Company bulletin boards, including the electronic bulletin board.

The Human Resources Department is responsible for the posting of all materials on bulletin boards and for keeping the bulletin boards up to date.

Violation of this policy shall be grounds for disciplinary action, up to and including discharge.

#### **40. Access to Company Premises Policy.**

The Company always requires all employees to wear identification badges while on company premises. The facility will be open during normal business hours, Monday through Friday, between 9 a.m. to 5 p.m. To access the facility during other hours, you must enter through the main entrance and use your security key card.

The Company's offices are open to visitors during normal business hours. Safety and security considerations prohibit unauthorized visitors from entering or remaining on the premises without proper escort. All visitors (clients, vendors, volunteers, and public officials, etc.) must sign in, receive a badge, and be escorted beyond the reception area by a Company employee.

#### **41. Performance Review Policy.**

In most instances, employees will receive informal evaluations of their performance, following their introductory period and subsequently as needed. The Company presently conducts a formal written performance appraisal for each employee on an annual basis. The Company may give performance appraisals at other times at its discretion.

The performance appraisal process includes a joint review of goals, an opportunity for employees to complete a self-assessment and an interactive evaluation with their supervisor.

Supervisors may suggest training or development to improve the employee's performance, and the employee will have an opportunity to provide additional comments and to sign and date the review, in conjunction with the supervisor or employer representative.

## 42. Job Postings Policy.

Generally, Company-approved job vacancies will be posted internally. A more detailed description of each open position will be available in Human Resources. Due to certain business necessities, the Company may decide that an internal posting will not occur. The Company reserves its right not to internally post job openings.

To be eligible to apply for a posted job, you must be in good standing with the Company and have held your current position for a minimum of twelve months. In some cases, the Company may waive or extend this twelve-month service requirement, depending on the skills required for the job vacancy and/or level of position. The Company will note waivers or extensions of the service requirement in the job posting.

Employees interested in applying for internal postings should complete a self-nomination form and submit it to Human Resources. Employees may obtain the form from the Human Resources Department.

After reviewing your nomination, Human Resources will meet with you to discuss the job responsibilities, the basic requirements for the position, and your performance record. If there is mutual agreement to move forward, you must inform your immediate manager prior to meeting with the hiring manager.

You should speak with your manager directly and ask if your manager will recommend you for the open position. If a compelling reason inhibits you from speaking with your manager, you should explore your next step with Human Resources.

After your department is notified, Human Resources will arrange an appointment for an interview with the hiring manager. The decision to hire ultimately rests with the hiring manager.

If a decision is made to extend an offer, Human Resources will advise you and your current manager. A tentative transfer date will be established based on the timeline for identifying a replacement for your prior position. No transfer will occur without first considering the needs of both departments involved.

The Company may postpone the transfer until it allocates its staff resources proficiently.



#### **43. Smoke-Free Policy.**

The Company prohibits smoking (including vaporizers, e-cigarettes, or any electronic smoking device) in the workplace, including all building stairwells, hallways, offices, lunchrooms, break rooms, restrooms, and company vehicles. Smoking is also prohibited on the Company's outdoor property, except for designated areas. This policy applies to all employees, vendors, customers, clients, and visitors.

If you wish to smoke on a break or meal period, you must do so only in areas outside the workplace where smoking is permitted.

If you witness conduct you believe violates this policy, you should report it verbally or in writing to your supervisor or to Human Resources as soon as possible with as much detail as possible. The Company will investigate all reports of violations and take prompt corrective action. The Company prohibits any form of discipline or retaliation against an employee for reporting a violation of this policy or cooperating in an investigation.

Violations of this policy may lead to corrective action, up to and including immediate termination of employment.

#### **44. Substance Use and Abuse Policy.**

The Drug-Free Workplace Act of 1988 requires that recipients of federal contracts or any grants from a federal agency over a specified monetary amount must certify to the contracting agency that it will provide a drug-free workplace. The Company is a recipient of federal funds. Accordingly, the Company's policy on the possession and use of alcohol and illegal drugs on company property is stated below:

- Illegal or improper use of alcohol will not be tolerated and may result in disciplinary action, up to and including termination of employment. The unlawful manufacture, distribution, dispensation, possession or use of illegal drugs by any person on the Company's property is prohibited. Such action shall result in disciplinary action, up to and including termination of employment.
- The law requires that we inform all employees whose services are directly paid for by federal grant or contract funds that they must tell us of any convictions for drug violations in the workplace within five days after the conviction. We, as the employer, must then

notify the granting agency of such a conviction, and we must impose appropriate sanctions against the employee. Sanctions may range from termination of employment to satisfactory participation in a drug abuse rehabilitation program.

- Failure to comply with the provisions of the Act could jeopardize the Company's eligibility for future federal funds.

Questions about these regulations may be addressed to the President or COO/Vice President of the Company.

Thank you for your cooperation and understanding. The Company is committed to providing its employees with a safe and productive work environment.

#### **45. Drug and Alcohol Testing Policy.**

The Company is committed to providing a safe, healthy, and productive workplace that is free from alcohol and unlawful drugs as classified under local, state, or federal laws while employees are working for the Company, whether on or off its premises.

In furtherance of this commitment, the Company maintains a policy by which the Company may request or require applicants and employees to submit to alcohol or drug testing in certain situations.

This policy is intended to comply with all applicable laws regarding drug and alcohol testing and privacy rights and will be administered accordingly.

- *Pre-employment Testing and Retesting.* All applicants offered employment with the Company are subject to drug and alcohol testing. All offers of employment with the Company may be conditioned on the applicant submitting to and successfully completing and passing a drug and alcohol test in accordance with the testing procedures described in this policy.
- *Testing Based on Reasonable Suspicion.* In accordance with applicable law, individuals whose performance or behavior while on Company property or elsewhere while conducting Company business gives rise to a "reasonable suspicion" that the individual has violated the prohibitions of this policy may be required to undergo immediate medical evaluation to determine fitness for duty and appropriate drug or alcohol testing. The

Company may administer drug or alcohol testing when an employee exhibits signs of impairment during work. The individual will not be allowed to work until the Company receives the test results.

The Company has sole discretion to determine whether any situation warrants testing, and this policy does not prevent the Company from taking action without testing.

- *Use of Legal Drugs.* The Company understands that employees may be prescribed legal drugs or take over-the-counter medication that may result in impairment. Nothing in this policy is intended to prohibit the legal use of over-the-counter medication. Individuals who take over-the-counter medication or other lawful medication that can be legally prescribed under both federal and state law to treat an illness or injury should inform their manager if they believe the medication will impair their job performance, safety, or the safety of others or if they believe they need a reasonable accommodation before reporting to work while under the influence of that medication. An individual should not report to work if he or she is so impaired. Individuals may use sick leave or vacation time for the absence. Additionally, employees should reach out to HR or their supervisor to determine whether they qualify for an unpaid leave of absence. The Company is committed to reasonably accommodate qualified disabled employees.
- *Random Testing for Certain Sensitive Positions.* Employees in safety or security-sensitive positions are subject to drug and alcohol testing on a random basis. The Company will inform individuals in such designated positions that their position is subject to random drug testing.
- *Post-Incident Testing.* The Company may require employees involved in any work-related accident or incident involving the violation of any safety or security procedures to submit to drug and alcohol testing, in accordance with applicable law. This policy applies even if the incident did not result in injury to any person or any property damage.
- *Testing Procedures.* All drug and alcohol testing under this policy will be conducted by an independent testing facility licensed by the state in which the employee works, which will obtain the individual's written consent prior to testing. The Company will pay for the full cost of the test. All testing will be done with appropriate regard for accuracy, reliability, expediency, and employee privacy and confidentiality, and in compliance with applicable laws.

- *Confidentiality.* All records relating to drug and alcohol test results will be kept confidential. The results of drug and alcohol tests shall not be disclosed without the prior written consent of the individual or a court order.
- *Consequences of a Positive Test.* Employees who test positive will be subject to discipline, up to and including immediate termination of employment. Applicants who test positive will have their conditional job offers withdrawn. In accordance with applicable law, employees who test positive and are offered an opportunity to return to work may be subject to unscheduled random testing.
- *Consequences for Refusing to Submit to Testing or Failing to Complete the Test.* Individuals who refuse to submit to testing as required by the Company or who fail to complete the test will be subject to discipline, up to and including suspension or immediate termination of employment. The Company will not consider applicants who refuse to submit to drug and alcohol testing for employment.

If you have any questions regarding this policy or if you have questions about drug and alcohol testing in the workplace that this policy does not address, please contact the Human Resources Department.

#### **46. Vehicles, Equipment, and Supplies Policy.**

During your employment with the Company, you may receive a Company vehicle or other equipment or supplies to perform your job duties.

You must always remember the vehicle, equipment, or supplies are Company property and you must use them only for Company business.

When using Company vehicles, equipment, and supplies, you are expected to exercise care and good judgment, undertake required maintenance, and follow all operating instructions, safety standards, and guidelines. You may only use Company vehicles for authorized purposes.

You must immediately notify your supervisor if any vehicle or equipment appears to be damaged, defective, or needs repair. Prompt reporting of these conditions could prevent deterioration of the vehicle or equipment or injury to yourself or others.

The improper, careless, reckless, destructive, or unsafe use or operation of any vehicle or

equipment can result in disciplinary action, up to and including termination of employment. The Company will terminate any employee who operates a Company vehicle under the influence of drugs or alcohol.

You must return all Company property upon termination of employment.

#### **47. Expenses Policy.**

Certain Company employees may be authorized to incur reimbursable expenses on behalf of the Company. The Company must pre-approve all reimbursable expenses.

Moreover, all expenses must be documented with receipts. Only those pre-approved expenses incurred on behalf of the Company for legitimate business purposes will be reimbursed. Reimbursement forms with receipts or other substantiating documentation should be submitted within 60 days. Reimbursements will be issued promptly, but in no case later than December 31 of the calendar year following the calendar year in which the employee incurred the expense. If an employee receives an excess reimbursement, the employee must report and return any excess amounts to the Company within [number] days.

For reasons of convenience, the Company may, in its sole discretion, issue Company credit cards to employees. The use of such Company credit cards is strictly limited to legitimate business purposes. Any personal or unauthorized charges on the Company credit card may result in disciplinary action, up to and including termination. The Company reserves the right to recover any unauthorized charges from an employee, to the fullest extent of the law.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company will not be liable for any taxes or penalties on any reimbursements.

Any employee who abuses this policy, by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment.

#### 48. Business Travel Expenses.

The Company will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the manager. Any exceptions to the use of basic or coach class travel must be approved in advance by the manager.

Employees whose travel plans have been approved by the manager must make all travel arrangements themselves or through the approved travel service.

When approved, the costs of work-related meals, telephone and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Company on a per diem basis. A per diem is money that you get to spend on food and other incidentals (including tips and phone calls). If you are away on travel for more than 12 hours and more than 50 miles from home, then you are eligible for 3/4 per diem. If you are away less than 12 hours, you do not get per diem. If you travel for more than one day, then the first and last day that you are on travel you are eligible for 3/4 per diem. On the days in between you get full per diem.

For lodging the Company follows the same guidelines that the federal employees follow. If you travel more than 50 miles, then you are allowed to get a hotel and spend the night. When you stay at a hotel, you must make sure that you are within government

guidelines for lodging. If you stay at a place that is more expensive than the government allows for that county, then you will have to pay the difference. However, there are exceptions to that rule; for example, if the hotel has run out of rooms at that rate and you cannot find another hotel within a reasonable distance. If you are having trouble finding rooms at the rate you need, please call and we will help you figure out if your case is an exception.

When travel is completed, employees should submit completed travel expense reports as soon as possible. The reports must be accompanied by receipts for all individual expenses. The Company will deny claims for reimbursement not accompanied by appropriate receipts.

Employees should contact the manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, may be grounds for disciplinary action, up to and including termination of employment.

#### **49. Employee Use of Private Vehicle Policy.**

The following represent the Company's policy guidelines regarding employee use of vehicles on company business. The purpose of this policy is to ensure that only drivers whose records demonstrate a safe history of driving are authorized to drive for the company and to promote driver safety for employees who drive personal vehicles while engaged in company business. This policy applies to employees (and applicants for employment) who regularly drive their own personal vehicle(s) for company business. It does not apply to employees who may drive while on company business on a sporadic or otherwise irregular basis (such as out of town trips). As with all Company policies, the Company retains the right to amend or terminate this policy at any time and failure to comply with or follow the policy guidelines can lead to discipline or termination.

##### ***Driver Guidelines***

- Drivers are expected to maintain a valid driver's license and a good driving record at all times.
- Motor Vehicle Reports will be obtained on all drivers prior to employment and no less than annually and will be evaluated for all employees who drive on a periodic basis. All applicants and employees will be required to sign a Driver Record Request form authorizing the company to obtain MVR from the state where the driver holds a license.
- Before a person may be authorized to use a personal vehicle for company business, he/she shall be required to complete a Responsibility for Personal Vehicle Safety & Insurance Form, which certifies that the vehicle used will be in safe mechanical condition and will always be covered by liability insurance of at least \$300,000.
- Drivers will only transport the individuals the Company serves, not other family members and/or other individuals from other agencies.

- Any fines resulting from speeding or any other traffic and/or parking violations while operating a vehicle on company business will be the sole responsibility of the employee.
- Applicants and employees may be required to submit to a blood or urine test prior to employment or at any point during employment for safety related purposes in accordance with the Company's Alcohol and Drug Testing Policy.
- The Company retains the right to search personal vehicles used for company business when it determines, in its own discretion, that there is "reasonable suspicion" of a violation of law or company policy.

### *Driver Safety Rules*

The safety and well-being of our employees and the individuals we serve is of critical importance to the Company. Exceeding the speed limit on the roadways, rushing in and out of lanes while on the highway or on the neighborhood roads, running a red light, talking on the telephone, emailing or texting while driving or performing any kind of reckless act in a vehicle, can endanger yourself and everyone around you.

Employees who are required to drive on company business at any time will be expected to consistently follow all the procedures below.

- Include in the management of your daily schedule enough time to arrive at your destination in a timely and safe manner.
- Use of alcohol, drugs, or other substances, including prescription drugs or certain over-the-counter cold or allergy medications that in any way impair driving ability, is prohibited.
- Employees should not drive a vehicle while talking, emailing, and/or text messaging on their cellular telephone. If you need to communicate on the telephone, you should pull off the road. Drivers should complete communications while the vehicle is parked. While driving, attention to the road and safety should always take precedence over conducting business over the telephone.
- No employee shall operate a vehicle when his/her ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication.



- All drivers and passengers operating or riding in a vehicle on company business must wear seat belts.
- Do not allow any unauthorized riders or passengers in your vehicle when you are company business.
- All state and local laws must be obeyed.
- Ensure proper vehicle care and maintenance.

### *Travel/Mileage Reimbursement*

- Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the IRS mileage allowance (currently 58 cents per mile). This allowance is to compensate for the cost of gasoline, oil, depreciation, maintenance, and insurance. The Company will reimburse employees for business miles travelled between: (1) the employee's home and temporary work locations located in excess of 50 miles from the employee's home; and (2) multiple temporary work locations occurring on the same day irrespective of, and not including, the distance from the employee's home.

### *Reporting Requirements*

- Any employee who has a revoked or suspended driver's license shall notify the President or COO/Vice President immediately and shall not operate his/her vehicle.
- All accidents that occur while on company business, regardless of severity, must be reported to the police, your insurer, and the President or COO/Vice President. Accidents are to be reported immediately (from the scene, during the same day, or as soon as practicable if immediate or same day reporting is not possible). Failing to stop after an accident and/or failure to report an accident may result in disciplinary action, up to and including termination of employment.
- Drivers must report all ticket violations/moving violations received while driving a personal vehicle on company business, within 24 hours of receiving the ticket to the President or COO/Vice President.
- Drivers must promptly report all changes, cancellations and/or renewals of their automobile insurance coverage to the President or COO/Vice President.

## *Accident Procedures*

- The driver must obtain all pertinent information and report it accurately.
- Call for medical aid, if necessary.
- Call the police.
- Record the names and addresses of drivers, witnesses, and occupants of other vehicles if applicable, and any medical personnel who may arrive at the scene.
- Provide the other party with your name, address, driver's license number, and insurance information.
- Complete a vehicle accident report. Pertinent information to obtain includes: license number of other drivers; insurance company names and policy numbers of other vehicles; make, model, and year of other vehicles; vehicle identification number; date and time of accident; and overall road and weather condition.
- Do not discuss the accident with anyone at the scene except the police. Do not admit/accept responsibility for the accident. Do not argue with anyone. Thereafter, the employee should not discuss the details of an accident with anyone other than designated personnel with the Company, the insurance company, or police investigators.
- When an injury, accident or vehicular incident occurs all precaution should be taken to secure any evidence and/or equipment involved in the incident until an investigation is complete.
- Immediately report the accident to the President or COO/Vice President. Provide a copy of the accident report and/or your written description of the accident to the as soon as possible, but no later than 24 hours after the accident.
- An employee who is involved in an accident or incident while on company business may be considered for post-accident substance abuse testing. The Company will review each incident or accident in a case-by-case basis to determine if a drug test is necessary.
- If an employee is injured while driving on company business, an Employee Injury Report form must be completed for all workers' compensation claims. A response to all items must be completed before the report can be processed. Copies of the completed report should be sent directly to the President or COO/Vice President for follow-up action.

## 50. Benefits Policy.

The Company provides a wide array of benefits to employees and their dependents.

Employees shall be entitled to participate in all health, dental, disability, life insurance, retirement and other plans as may be offered by the Company to all similarly situated employees from time to time.

The Company may require you to contribute towards the cost of some or all the available benefits. The Company's benefit plans are specifically defined in legal documents, including insurance contracts and official plan documents that are available for review. All benefits provided are pursuant to and governed by the applicable plan document.

The Company reserves the right to modify or discontinue any of its employee benefits or plans on a prospective basis at any time. The Company will attempt to notify employees of any benefit changes as soon as practicable.

### **Unemployment Insurance**

Employees rendered unemployed through no fault of their own or due to circumstances described by law, receive unemployment insurance. State agencies administer this insurance and determine benefit eligibility, amount (if any), and duration.

### **Workers' Compensation**

Workers' Compensation laws compensate for accidental injuries, death and occupational disabilities suffered in the course of employment. Boonerang Consulting LLC provides Workers' Compensation Insurance for all full and part-time employees. Generally, this includes lost wages, disability payments and hospital, medical and surgical expenses (paid directly to hospital/physician) and assistance in injured employees in returning to suitable employment.

### **Social Security Benefits (FICA)**

Both employees and the Company contribute funds to the federal Social Security Program, which provides retirees with benefit payments and medical coverage.

- **"No-Call-No-Show"**: The purpose of this Company Policy is to emphasize the seriousness of your attendance on the jobsite. To prevent any unannounced/unanticipated absences from work. Attendance at work is an essential element of your position and the employment relationship with Boonerang Consulting LLC.

A **“No-Call-No-Show”** is any time you are absent from your Scheduled Shift and fail to notify your supervisors that you will not be at work **OR** that you are leaving work.

This is **NOT** the type of behavior that is typical or acceptable at Boonerang Consulting LLC. This is clearly an act of **“Misconduct”**.

Therefore, our policy is **“No-Call-No-Show”** is viewed as a **Voluntary Termination** except in the instance where an employee documents that the onset of a serious medical and/or family emergency rendered advanced notification impossible

It is **Your** responsibility to obtain your Supervisor’s contact information. If you are going to be absent from work, you are required to notify your Supervisor **BEFORE YOUR SCHEDULED SHIFT**. If you have knowledge of your potential absence in advance, **YOU MUST** notify your Supervisor and leave a message regarding your absence if you are not directly able to reach your Supervisor. If you cannot reach your Supervisor, **You MUST** contact the Boonerang Consulting LLC Office Immediately at **(443) 393-7755**.

For your records, record the time and date of your call and be sure to **Communicate Clearly**. Your signature is required indicating that you understand this written Company Policy and acknowledges receipt of this Company Policy.

## 51. COVID19 COMPANY STATEMENT

Boonerang Consulting LLC follows the employer guidelines for COVID19 as detailed on the Centers for Disease Control and Prevention/OSHA. Guidelines for employers can be found at:

<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

<https://www.osha.gov/Publications/OSHA3990.pdf>

## 52. ADDITIONAL ITEMS/COMPANY Policies

### **Payroll Deductions/Wage Garnishments: *Wage Garnishment***

Sometimes, the Company receives legal papers that compel us to garnish an employee's paycheck - that is, submit a portion of said paycheck in payment of an outstanding debt of

the Employee. We must, by law, abide by this either until ordered otherwise by the court or until the debt is repaid in full through withheld payments or otherwise.

### **Employment Forms**

All new employees are required to complete and submit the following forms. Starred (\*) forms can be found at the end of this manual. All others have been or will be provided separately.

### **Employment Eligibility Form I-9**

On the day of hire, each new employee is legally obligated to complete the Employment Eligibility.

Verification Form I-9 and submit documents to verify identity and employment eligibility within the three (3) business days. The same policy applies to re-hired employees whose I-9's are over three (3) years old or otherwise invalid.

### **Non-Disclosure Agreement**

This Handbook expressly prohibits the unauthorized disclosure of confidential Company information, via any means of communication, including, but not limited to, face-to-face, over the phone and via the Internet, for employee's own benefit or the benefit of any third party.

**Boonerang Consulting LLC reserves the right to unilaterally amend employees' contracts of employment at its discretion. Boonerang Consulting LLC reserves the right to unilaterally change the contents of the *Boonerang Consulting LLC Employee Handbook* at its discretion. By dating and signing the *Acknowledgement of Receipt of the Employee Handbook*, each employee agrees completely with its contents.**

## Handbook Acknowledgement for Employees

### ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I acknowledge that I have received a copy of the Company's Employee Handbook ("Handbook"), which contains important information on the Company's policies, procedures and benefits, including policies on Equal Employment Opportunities, Anti-harassment, Substance Use and Abuse, and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this Handbook and agree to comply with all rules applicable to me.

I specifically understand and agree that the employment relationship between the Company and me is at will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position or impose any form of discipline it deems appropriate at any time. Nothing in this Handbook is intended to modify the Company's policy of at-will employment. Only a written agreement signed by the President or COO/Vice President may modify the at-will employment relationship. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded. If I do have a written employment agreement signed by the President or COO/Vice President and this Handbook conflicts with the terms, I understand that the terms of my employment agreement will control.

I understand and agree that the policies described in the Handbook are intended as a guide only and do not constitute a contract of employment. I understand that the Company reserves the right to make changes to its policies, procedures, or benefits at any time at its discretion. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate. I further understand that any delay or failure by the Company to enforce any rule or procedure contained in the Handbook

does not constitute a waiver of the Company's right to do so in the future.

I have received the Company Employee Handbook. I have read it, understand it, and agree to abide by the policies and procedures contained in the Handbook.

Date: \_\_\_\_\_

Employee Printed Name: \_\_\_\_\_

Employee Signature: \_\_\_\_\_

\*\*A digital copy of this handbook can be found online at [www.boonerangconsulting.com/employees](http://www.boonerangconsulting.com/employees)

# **Exhibit A. Employee Rights Under the Family Medical Leave Act.**

# EMPLOYEE UNDER THE FAMILY AND MEDICAL LEAVE

## THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

### LEAVE ENTITLEMEN TS

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

### BENEFIT S & PROTEC TIONS

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave. Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

### ELIGIBILITY REQUIREMEN TS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

### EMPLOYER RESPONSIBIL ITIES

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

### ENFORCEME NT

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law





or collective

bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**[www.dol.gov/whd](http://www.dol.gov/whd)**

U.S. Department of Labor

Wage and Hour Division