

Wireless Time Partners  
Employee Handbook  
Date of Issuance:

11/02/2020  
SOUTH CAROLINA

**This acknowledgement should be signed by the employee and given to the employee.**

**PURSUANT TO SOUTH CAROLINA LAW, I ACKNOWLEDGE AND UNDERSTAND THAT THIS EMPLOYEE HANDBOOK DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT BETWEEN THE WIRELESS TIME PARTNERS AND ME. I AGREE AND ACKNOWLEDGE THAT I AM AN AT-WILL EMPLOYEE, MEANING THAT I CAN QUIT OR BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON. I AGREE AND ACKNOWLEDGE THAT THIS AT-WILL RELATIONSHIP CANNOT BE ALTERED AND THAT NO CONTRACT CAN BE FORMED REGARDING ANY TERM OR CONDITION OF EMPLOYMENT UNLESS IT IS IN WRITING AND SIGNED BY THE PRESIDENT.**

**I ALSO AGREE AND ACKNOWLEDGE THAT THIS IS THE FIRST PAGE OF THE HANDBOOK GIVEN TO ME.**

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

\_\_\_\_\_  
Date

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Employee Signature

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# Employee Handbook



11/02/2020

## **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Wireless Time Partners. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Wireless Time Partners adheres to the policy of employment at will, which permits Wireless Time Partners or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Wireless Time Partners representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Wireless Time Partners documents. These Wireless Time Partners documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Wireless Time Partners guidelines. Wireless Time Partners may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

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# Section 1 - Governing Principles of Employment

## 1-1 Introduction

WELCOME ABOARD!

For employees who are commencing employment with Wireless Time Partners, on behalf of Wireless Time Partners, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Wireless Time Partners. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Mark Chmielewski, Managing Partner

## 1-2 Equal Employment Opportunity

Wireless Time Partners is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, In addition to compliance with federal EEO statutes, the Company complies with applicable state and local laws governing nondiscrimination. This policy applies to all terms and conditions of employment, including but not limited to the following: • Recruitment, hiring, placement, transfer, promotion, and demotion; • Training, development, and educational assistance; • Compensation and benefits; • Educational, social, and recreational programs; • Discipline; • Termination of employment. Employment decisions, subject to the legitimate business requirements of the Company, are based solely on the individual's qualifications, merit, behavior and performance. or any other characteristic protected by applicable federal, state or local laws and ordinances. Wireless Time Partners' management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

Wireless Time Partners will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon Wireless Time Partners' business operations.

Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact the Employee's Supervisor to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. Wireless Time Partners then will review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made. Wireless Time Partners will evaluate requested accommodations, and as appropriate, identify other possible accommodations, if any. The individual will be notified of Wireless Time Partners' decision regarding the request within a reasonable period. Wireless Time Partners treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. Wireless Time Partners will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure our workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### **1-3 Non-Harassment**

It is Wireless Time Partners' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Wireless Time Partners.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Wireless Time Partners premises, while on Wireless Time Partners business (whether or not on Wireless Time Partners premises) or while representing the Wireless Time Partners. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or

- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

## **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

## **Retaliation Prohibited**

In addition, Wireless Time Partners will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

## **1-4 Drug-Free and Alcohol-Free Workplace**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Wireless Time Partners property, and to ensure efficient operations, Wireless Time Partners has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for Wireless Time Partners.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Wireless Time Partners premises, while on Wireless Time Partners business (whether or not on Wireless Time Partners premises) or while representing Wireless Time Partners, is strictly prohibited. Employees and other individuals who work for Wireless Time Partners also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

Wireless Time Partners maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or

jeopardizes the health and safety of any Wireless Time Partners employee, including themselves.

## **1-5 Workplace Violence**

Wireless Time Partners is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Wireless Time Partners and personal property.

Wireless Time Partners does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, Wireless Time Partners specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, Wireless Time Partners does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Wireless Time Partners policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Wireless Time Partners employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Wireless Time Partners premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede Wireless Time Partners' ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If Wireless Time Partners determines, after an appropriate good faith investigation, that someone has violated this policy, Wireless Time Partners will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for Wireless Time Partners to be aware of any potential danger in its offices. Indeed, Wireless Time Partners wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

## Section 2 - Operational Policies

### 2-1 Employee Classifications

For purposes of this handbook, all Wireless Time Partners employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 32 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 32 hours per week who were not hired on a short-term basis.

**Temporary/Seasonal Employees** - Employees who are scheduled to fill a temporary job assignment that has a predetermined beginning and ending date.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 2-2 Trial Period

**The first three months** of employees' employment is an introductory period. This is an opportunity for Wireless Time Partners to evaluate the employee's performance. It also is an opportunity for employees to decide whether they are happy being employed by Wireless Time Partners. Wireless Time Partners may extend the introductory period if it desires. Completion of the introductory period does not alter the employee's at-will status.

### 2-3 Your Employment Records

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing the employee's supervisor of any changes. Employees also should inform the employee's supervisor of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital

status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

## **2-4 Working Hours and Schedule**

Wireless Time Partners normally is open for business as follows:

The company operates retail locations in different types of venues (malls, strip centers, kiosks, etc.) subjecting each location to different hours of operation. Employee's availability must be flexible to help meet the needs of the location.

Employees, including District and Regional Managers, are expected to work on holidays when stores are open for business. All employees will be compensated at their normal salary rate of pay.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point Wireless Time Partners may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

## **2-5 Timekeeping Procedures**

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

## 2-6 Overtime

Like most successful companies, Wireless Time Partners experiences periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their normal hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

## 2-7 Travel Time for Non-Exempt Employees

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Out-of-Town Trips for One Day**

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

### **Local Travel**

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

## **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near their home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## **2-8 Safe Harbor Policy for Exempt Employees**

It is Wireless Time Partners' policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Wireless Time Partners. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or

practice or after the employee has exhausted the leave allowance under the plan);

- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because Wireless Time Partners has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Employee's Supervisor or any other supervisor in Wireless Time Partners with whom the employee feels comfortable.

## 2-9 Your Paycheck

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, Wireless Time Partners is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of your Supervisor immediately so Wireless Time Partners can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

## **2-10 Direct Deposit**

Wireless Time Partners strongly encourages employees to use direct deposit. Authorization forms are available from your Supervisor.

## **2-11 Salary Advances**

Wireless Time Partners does not permit advances on paychecks or against accrued paid time off.

## **2-12 Performance Review**

Depending on the employee's position and classification, Wireless Time Partners endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, Wireless Time Partners encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

## **2-13 Job Postings**

Wireless Time Partners is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in

place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. Wireless Time Partners reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## **2-14 Company Meetings and Employee Training**

Employees may be required to attend periodic employee meetings & training programs. These meetings / trainings are held to discuss team performance, policies & procedures, new products launches, sales trainings, promotions, safety, etc. If your attendance is mandatory, your manager will inform you in advance of the meeting. Failure to attend may result in disciplinary action, up to and including termination. The Company expects employees to demonstrate proper professionalism while attending meetings.

Employees will be charged for each missed training sessions whenever applicable. Managers will inform the cost of missed trainings to all employees as our Principals charge us for any absenteeism or tardiness.

## **2-15 Severe Weather**

The Company will be open for business on all regularly scheduled days, regardless of weather conditions. Every attempt should be made to report to work if weather conditions permit. Employees should notify their manager as soon as possible if they will be absent from or late to work.

## **2-16 Suggestions**

Employees are encouraged to submit improvement suggestions to their manager.

## **Section 3 - Benefits**

### **3-1 Benefits Overview**

In addition to good working conditions and competitive pay, it is Wireless Time Partners' policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Wireless Time Partners provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Employee's Supervisor. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Wireless Time Partners (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While Wireless Time Partners intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Employee's Supervisor.

### **3-2 Paid Time Off**

Wireless Time Partners appreciates how hard employees work and recognizes the importance of providing time for rest and relaxation. Wireless Time Partners

fully encourages employees to get this rest by taking paid time off. Time off under this policy includes extended time off, such as for a vacation, and incidental time due to sickness or to handle personal affairs.

**Eligibility: PTO for Exempt Employees, Corporate Employees, and Store Managers:**

- All full-time exempt employees, corporate employees, and store managers will be eligible for PTO after the first year of their employment with the company.

**After completing one full year of service:**

- Employees with 30 days to 364 days of full-time continuous employment as an exempt employee, corporate employee, or a store manager will get 3 days per annum.
- Exempt employees, corporate employees, and store managers with 1 year - 3 years of full-time continuous employment will get 3 sick days and 5 vacation days per annum.
- Exempt employees, corporate employees, and store managers with 3 years of full-time continuous employment in respective roles will get 3 sick days and 7 vacation days per annum.

**PTO Guidelines:**

- PTO calendar starts January 1st and ends on December 31st every year.
- PTO cannot be banked or carried forward to next year.
- PTO will be approved at company's discretion.
- Management can cancel approved leave at any time based on the business need.
- Employees will not be eligible for a cash option at any time.
- Blackout dates/restrictions/busy season implications do apply.
- Permanent Blackout dates are November 15th to March 15th. No PTO allowed for this time frame.
- In case of termination/resignation, the leave balance cannot be used towards the notice period.
- Non-Exempt employees are ineligible for PTO.
- Part-time/Temporary employees are not entitled to participate in the Company's benefits programs.

If an employee needs to request time off for more than 1 day in a row, they need to request it 3 weeks in advance to the manager for approval. Manager in turn needs to get it approved from the District Manager in writing.

### **3-3 Lactation Breaks**

Wireless Time Partners will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

Wireless Time Partners will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall to express milk in private. This location may be the employee's private office, if applicable. Wireless Time Partners may not be able to provide additional break time if doing so would seriously disrupt Wireless Time Partners' operations, subject to applicable law. Please consult Employee's Supervisor with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-4 Workers' Compensation**

On-the-job injuries are covered by Wireless Time Partners' Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their manager. Your manager will complete the appropriate report and submit it to the District Manager. The District Manager will complete the forms on the same day they are received. Failure to follow Wireless Time Partners procedures may affect the ability of employees to receive Workers Compensation benefits.

Employees are expected to return to work immediately upon release by their doctor. If any employee returns to work with a medical restriction, those restrictions are to be strictly followed. Failure to do so will result in disciplinary action, up to and including termination.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a

formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### **3-5 Jury Duty**

Wireless Time Partners realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court.

Employees will receive up to two (2) days pay for Jury Duty.

### **3-6 Bereavement Leave**

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to two (2) days to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, grandparents, grandchildren, corresponding in-law relationships or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, Wireless Time Partners may require verification of death.

### **3-7 Voting Leave**

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

## 3-8 Insurance Programs

Full-time employees may participate in Wireless Time Partners' insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact Employee's Supervisor with any further questions.

## Section 4 - Leaves of Absence

### 4-1 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that Wireless Time Partners can maintain proper coverage while employees are away.

### 4-2 Family and Medical Leave

#### **The Leave Policy**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Head of Human Resources.

#### **I. Eligibility**

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by Wireless Time Partners for at least 12 months (which need not be consecutive); 2) have been employed by Wireless Time Partners for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

## II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

### A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents employees from performing the functions of their job, or prevents the qualified family member 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 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military

member on covered active duty and attending post-deployment reintegration briefings.

## **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

## **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

## **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause Wireless Time Partners substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Wireless Time Partners will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from Wireless Time Partners telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Wireless Time Partners' designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

Wireless Time Partners may retroactively designate leave as FMLA leave with appropriate written notice to employees provided Wireless Time Partners' failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, Wireless Time Partners and employee can mutually agree that leave be retroactively designated as FMLA leave.

## **III. Employee FMLA Leave Obligations**

### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify Wireless Time Partners of their need for FMLA leave. The following describes the content and timing of such employee notices.

## **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform their Supervisor of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow Wireless Time Partners to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to Wireless Time Partners' questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which Wireless Time Partners has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide Wireless Time Partners notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

## **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with Wireless Time Partners and make a reasonable effort to schedule treatment so as not to unduly disrupt Wireless Time Partners' operations, subject to the approval of the employee's health care provider. Employees must consult with Wireless Time Partners prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both Wireless Time Partners and the employees, subject to the approval of the employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Wireless Time Partners may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, Wireless Time Partners may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise Wireless Time Partners of the reason why such leave is medically necessary. In such instances, Wireless Time Partners and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting Wireless Time Partners' operations, subject to the approval of the employee's health care provider.

## **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide Wireless Time Partners with timely, complete and sufficient medical certifications. Whenever Wireless Time Partners requests employees to provide FMLA medical certifications, employees must

provide the requested certifications within 15 calendar days after Wireless Time Partners' request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. Wireless Time Partners will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. Wireless Time Partners will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, Wireless Time Partners (through individuals other than the employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide Wireless Time Partners with authorization allowing it to clarify or authenticate certifications with health care providers, Wireless Time Partners may deny FMLA leave if certifications are unclear.

Whenever Wireless Time Partners deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

## **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If Wireless Time Partners has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at Wireless Time Partners' expense. If the opinions of the initial and second health care providers differ, Wireless Time Partners may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by Wireless Time Partners and the employee.

## **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, Wireless Time Partners may require employees to provide recertification of medical conditions giving rise to the need for leave. Wireless Time Partners will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Wireless Time Partners with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Wireless Time Partners may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

#### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, Wireless Time Partners may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, Wireless Time Partners may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, Wireless Time Partners may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

## **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Wireless Time Partners notifies employees of other arrangements, whenever employees are receiving pay from Wireless Time Partners during FMLA leave, Wireless Time Partners will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method.

Wireless Time Partners' obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, Wireless Time Partners will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse Wireless Time Partners for the cost of the premiums Wireless Time Partners paid for maintaining coverage during their unpaid FMLA leave.

## **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Head of Human Resources. Wireless Time Partners is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Head of Human Resources immediately. Wireless Time Partners will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult Wireless Time Partners' other leave policies in this handbook or contact the Head of Human Resources.

## Section 5 - General Standards of Conduct

### 5-1 Workplace Conduct

Wireless Time Partners endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in Wireless Time Partners' sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Wireless Time Partners property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Wireless Time Partners' Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Wireless Time Partners' Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Wireless Time Partners property.
11. Willful or careless destruction or damage to Wireless Time Partners assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Wireless Time Partners' Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Wireless Time Partners policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Wireless Time Partners reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. Wireless

Time Partners will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## **5-2 Punctuality and Attendance**

Employees are hired to perform important functions at Wireless Time Partners. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with Wireless Time Partners.

## **5-3 Use of Communications and Computer Systems**

Wireless Time Partners' communication and computer systems are intended for business purposes only. Any attempt to gain access to restricted files by use of unauthorized codes or passwords is prohibited and will subject the employee to disciplinary action up to and including termination. All communications conducted with company resources, including e-mail, are subject to monitoring and review at any time. Users have no legitimate expectation of privacy in regard to their use of Wireless Time Partners systems.

Wireless Time Partners may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when Wireless Time Partners deems it appropriate to do so. The reasons for which Wireless Time Partners may obtain such access include, but are not limited to: maintaining the system; preventing or investigating

allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Wireless Time Partners operations continue appropriately during the employee's absence.

Further, Wireless Time Partners may review Internet usage to ensure that such use with Wireless Time Partners property, or communications sent via the Internet with Wireless Time Partners property, are appropriate. The reasons for which Wireless Time Partners may review employees' use of the Internet with Wireless Time Partners property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Wireless Time Partners operations continue appropriately during the employee's absence.

Wireless Time Partners may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

Wireless Time Partners' policies prohibiting harassment, in their entirety, apply to the use of Wireless Time Partners' communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since Wireless Time Partners' communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## **5-4 Use of Social Media**

Wireless Time Partners respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Wireless

Time Partners interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Wireless Time Partners equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions Wireless Time Partners and also expresses either a political opinion or an opinion regarding Wireless Time Partners' actions that could pose an actual or potential conflict of interest with Wireless Time Partners, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not Wireless Time Partners' position. This is necessary to preserve Wireless Time Partners' good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Wireless Time Partners policies apply equally to employee social media usage.

Wireless Time Partners encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

## **5-5 Personal Portable Communication Devices**

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through Wireless Time Partners' networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Wireless Time Partners-provided or personal device, employees must comply with applicable Wireless Time Partners guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Wireless Time Partners-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Wireless Time Partners information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Wireless Time Partners information. This is the only way currently possible to ensure that all Wireless Time Partners information is removed from the device at the time of termination. The removal of Wireless Time Partners information is crucial to ensure compliance with Wireless Time Partners' confidentiality and proprietary information policies and objectives.

### **Portable Communication Device Use While Driving**

Employees who drive on Wireless Time Partners business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## **5-6 Camera Phones/Recording Devices**

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone on Wireless Time Partners property or while performing work for Wireless Time Partners.

The use of tape recorders, Dictaphones or other types of voice recording devices anywhere on Wireless Time Partners property, including to record conversations or activities of other employees or management, or while performing work for Wireless Time Partners, is also strictly prohibited, unless the device was provided to you by Wireless Time Partners and is used solely for legitimate business purposes.

## **5-7 Inspections**

Wireless Time Partners reserves the right to require employees while on Wireless Time Partners property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Wireless Time Partners or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to Wireless Time Partners or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-8 Smoking**

Smoking, including the use of e-cigarettes, is prohibited on Wireless Time Partners premises.

## **5-9 Personal Visits and Telephone Calls**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in Wireless Time Partners facilities other than the reception areas.

## **5-10 Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time and in all selling and direct customer service areas. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for Wireless Time Partners. Solicitation of any kind by non-employees on Wireless Time Partners premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in selling and direct customer service areas and all other working areas of Wireless Time Partners is prohibited at all times. Distribution of literature by non-employees on Wireless Time Partners premises is prohibited at all times.

## **5-11 Confidential Company Information**

During the course of work, employees may become aware of confidential information about Wireless Time Partners' business, including but not limited to information regarding Wireless Time Partners finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to Wireless Time Partners' clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to Wireless Time Partners' competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of Wireless Time Partners may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## 5-12 Conflict of Interest and Business Ethics

It is Wireless Time Partners' policy that all employees avoid any conflict between their personal interests and those of Wireless Time Partners. The purpose of this policy is to ensure that Wireless Time Partners' honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of Wireless Time Partners.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with Wireless Time Partners, by any employee who is in a position to directly or indirectly influence either Wireless Time Partners' decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with Wireless Time Partners;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with Wireless Time Partners or which competes with Wireless Time Partners; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with Wireless Time Partners.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and Wireless Time Partners.

## **5-13 Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of Wireless Time Partners' intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, Wireless Time Partners is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

## **5-14 Health and Safety**

The health and safety of employees and others on Wireless Time Partners property are of critical concern to Wireless Time Partners. Wireless Time Partners intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on Wireless Time Partners' premises, or in a product, facility, piece of equipment, process or business practice for which Wireless Time Partners is responsible should be brought to the attention of management immediately.

Periodically, Wireless Time Partners may issue rules and guidelines governing workplace safety and health. Wireless Time Partners may also issue rules and guidelines regarding the handling and disposal of hazardous substances and

waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

## **5-15 Hiring Relatives/Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Wireless Time Partners may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of Wireless Time Partners. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. Wireless Time Partners generally will attempt to identify other available positions, but if no alternate position is available, Wireless Time Partners retains the right to decide which employee will remain with Wireless Time Partners.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## **5-16 Employee Dress and Personal Appearance**

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position and work environment.

- Metro PCS logo apparel only. Shirts must be tucked in.
- Dress/work pants. No baggy or trunk/sagging pants or jeans are allowed.
- Socks/Nylons

- Closed toe shoes (solid color)
- Simple jewelry is allowed. One small piercing in each earlobe, one ring per hand. A watch, bracelet and necklace may be worn, provided it does not distract from the uniform.

If you arrive to work inappropriately dressed, you may be sent home to change. A list of unacceptable attire includes, but is not limited to:

- T-shirts or dress shirts without approved logo
- Capri pants • Shorts & Jeans
- Spaghetti strap dresses, mini skirts, halter tops, off shoulder tops/dresses
- Sweat pants/ exercise pants
- Hats, caps or bandanas
- Flip flops or tennis shoes
- Torn / Ripped Jeans/Cargo pants
- Body piercings (includes: lips, eyebrows, tongue, gauges), tattoos that are visible to the public, and jewelry that is distracting or offensive. If you have any questions about these standards or difficulty in meeting them, you are encouraged to discuss your concerns with your supervisor.

## **5-17 Publicity/Statements to the Media**

All media inquiries regarding the position of Wireless Time Partners as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of Wireless Time Partners. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of Wireless Time Partners. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of Wireless Time Partners must first obtain approval from the President.

## **5-18 Operation of Vehicles**

All employees authorized to drive Wireless Time Partners-owned or leased vehicles or personal vehicles in conducting Wireless Time Partners business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Wireless Time Partners property. It is the responsibility of

every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Wireless Time Partners-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Employees who drive on Wireless Time Partners business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## **5-19 Business Expense Reimbursement**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the employee's Supervisor along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

## 5-20 References

Wireless Time Partners will respond to reference requests through employees Manager Department. Wireless Time Partners will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to employees Manager Department.

**Only employees Manager Department may provide references.**

## 5-21 If You Must Leave Us

Should the employees decide to leave Wireless Time Partners, we ask that they provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated. All Wireless Time Partners, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of Wireless Time Partners' Confidential Information upon separation. To the extent permitted by law, employees will be required to repay Wireless Time Partners (through payroll deduction, if lawful) for any lost or damaged Wireless Time Partners property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## 5-22 Exit Interviews

Employees who resign are requested to participate in an exit interview with District Manager, if possible.

## 5-23 A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Wireless Time Partners. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Wireless Time Partners, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about Wireless Time Partners or its personnel policies and practices.

## **Section 6 - Louisiana Addendum**

### **6-1 School and Day Care Conf. and Activities Leave**

Wireless Time Partners will grant employees who are parents or guardians of school-age children up to 16 hours of unpaid leave during any 12-month period to observe or participate in conferences or classroom activities related to the employee's dependent children for whom the employee is the legal guardian that are conducted at the child's school or day care center, if such activities cannot reasonably be scheduled during the nonwork hours of the employee. The employee must provide reasonable prior notice of the leave and must make a reasonable effort to schedule the leave so as not to unduly disrupt Wireless Time Partners' operations. Employees may use accrued paid time off for this purpose.

## General Handbook Acknowledgment

This Employee handbook is an important document intended to help employees become acquainted with Wireless Time Partners. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because Wireless Time Partners' operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this handbook.

**I have received and read a copy of Wireless Time Partners' Employees handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of Wireless Time Partners at any time.**

**I further understand that my employment is terminable at will, either by myself or Wireless Time Partners, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of Wireless Time Partners other than the President may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of Wireless Time Partners' Employee handbook.**

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

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

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## Receipt of Non-Harassment Policy

It is Wireless Time Partners' policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by Wireless Time Partners.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on Wireless Time Partners premises, while on Wireless Time Partners business (whether or not on Wireless Time Partners premises) or while representing the Wireless Time Partners. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

### **Harassment Defined**

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances, or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

## **Reporting Procedures**

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment,

the employee should contact the President. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

### **Investigation Procedures**

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

### **Retaliation Prohibited**

In addition, Wireless Time Partners will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand Wireless Time Partners' Non-Harassment Policy.

Employee's Printed Name: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_

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

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.