



# 2025 EMPLOYMENT HANDBOOK

Version 04.2025

# WELCOME



Welcome to the Atwell Family of Companies – Atwell, RVi, and SCS (collectively known as “the Company”). We are happy to have you as a member of our team and hope that you will find your employment here both challenging and rewarding.

Historically, the foundation of our Company is based upon technical expertise, credibility, and reliability; a strong sense of obligation; the ability and willingness to listen and be open-minded; and respect for other individuals. Today, we strive to maintain that philosophy to give our clients high quality service in a friendly and professional manner. This requires that each of us cooperate with our fellow employees and perform our duties with diligence and integrity.



We are proud of our past and present success and anticipate that you will share this pride with us. To ensure our continued success, we want your job to be as pleasant and enjoyable as possible, so your ideas and suggestions are always welcome.

This Handbook has been prepared to help you become acquainted with our business and understand the responsibilities and privileges of your employment with the Company. It covers a wide variety of topics ranging from our Company’s history and services to policies and procedures. This Handbook pertains not only to all Atwell employees, but to all employees of any of our subsidiary companies as well.



We intend for this Handbook to be a convenient resource for answering many administrative questions. If you need clarification on any topic or if you have any questions, you are encouraged to speak with your supporting leader or a member of the Human Resources team.

On behalf of the Company, I thank you for joining our team and hope that you find your employment with the Company an enjoyable and gratifying experience.

**BRIAN WENZEL, PE**  
President & CEO

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# ADMINISTRATIVE

## AT-WILL EMPLOYMENT

Your employment with the Company is at-will. As an at-will employee, you have not entered into a contract regarding the duration of your employment, which means you are free to terminate your employment with the Company at any time, with or without reason. Likewise, the Company, in its discretion, has the right to terminate your employment, or discipline, transfer or demote you at any time, with or without reason, as long as not otherwise prohibited by law. As provided in the Handbook Acknowledgement, nothing in this Handbook creates or is intended to create a promise or representation of continued employment. This Handbook supersedes any and all prior Handbooks, written documents (with the exception of duly authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

## RETURN OF PROPERTY

All company property, such as software, computer equipment, survey equipment, drones, databases, files, cell phone, company cars, keys, parking passes or credit card(s) must be returned at the time of your termination.

## COMPANY PROPERTY

In an effort to ensure the safety and welfare of employees and invitees, the Company reserves the right, on reasonable suspicion that company policy is being violated, to conduct searches or inspections which include, but is not limited to, employees' work areas, desks, company cars and any other property located on company premises, worksites or assets owned by the Company. Entry on company premises or worksites constitutes consent to searches or inspections.

## AMENDMENT RIGHTS

The Company reserves the right to modify this Handbook or the Company's policies, benefits, compensation, and other terms and conditions of employment with or without notice. All such changes will be in writing; changes will be effective as of the date of their occurrence and

they will supersede any previous policies, benefits, and compensation. It is your responsibility to check for updates. Updates will be posted on the Company's intranet, or your ADP portal. State specific addendums are also available on the Well on the HR page. Employees are responsible for reviewing the addendums for their specific state.

Nothing in this Handbook, including, but not limited to, its confidentiality, information security, visitors, distribution, no solicitation, and electronic communications (email, voicemail, internet use, social media, etc.) policies, is intended to interfere with or restrict employees' rights to lawfully engage in or refrain from engaging in protected, concerted activity under the law such as pursuing grievances, criticism or complaints about wages, benefits, working conditions or employer policies, supporting or opposing union organizing, and/or collective bargaining, or other lawful group action, without fear of reprisals.

## TRAVEL

The Company appreciates the efforts of those who travel on company-related business. During the course of your travel, you are expected to exercise professional judgment and spend company funds prudently. While we want you to be comfortable when traveling, it is necessary to keep trip costs within reasonable limits and to follow reimbursement procedures pursuant to applicable law. Travel Procedures are available in the travel section of the intranet.

## OPEN DOOR POLICY

It is the Company's desire to provide good working conditions and maintain harmonious working relationships among all employees. In order to correct any work-related problems, the Company must be fully informed about them; therefore, we have an "open-door" problem-solving policy. You are encouraged to discuss concerns or suggestions with your immediate supporting leader. If you believe that your supporting leader has not or cannot adequately address the situation, you are encouraged to discuss the matter with a member of the Leadership team or a member

of the Human Resources team. Employees who conclude that work-related concerns should be brought to the attention of the Company by written complaint and formal investigation may avail themselves of the “Internal Complaint Review Procedure” set forth in this Handbook.

### **EMPLOYMENT APPLICATIONS**

The Company relies upon the accuracy of information provided by an applicant in the hiring process to include resumes, LinkedIn profiles, portfolios, etc., as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentation, falsification, or material omission by an applicant in any of this information or data may result in revocation of any offer or immediate termination of employment, regardless of when it is discovered.

### **EXPENSE REIMBURSEMENTS**

Pursuant to applicable law, the Company will reimburse employees for out-of-pocket expenses incurred on behalf of a project or the Company. Project-related expenses may include mileage, reproduction costs, fees, maps, cell phone usage, and travel expenses, etc. You can find the expense report forms in the timesheet software. Turn in your completed forms on a timely basis, and the Company will reimburse you through the Company expense report process.

### **EMPLOYMENT OF MINORS**

The Company will not employ any person under the age of 18.

### **INTERNAL COMPLAINT REVIEW**

The purpose of the Internal Complaint Review Policy is to afford all employees of the Company the opportunity to seek internal resolution of their work-related concerns. This policy is intended to supplement the Open-Door Policy set forth in this Handbook, which states the Company’s philosophy that all employees have free access to your immediate supporting leaders or to other company supporting leaders of their choice to informally express their work-related concerns.

## **PROCEDURE**

- **Filing of Complaint:** Employees should provide reports with the Human Resources team as soon as possible after the events that gave rise to the employee’s work-related concerns. The report should set forth in detail the basis for the employee’s report.
- **Investigation:** Human Resources or its designee will investigate the report, which may include meeting with the employee and others who are either named in the report or who may have knowledge of the facts set forth in the report. The Company will attempt to treat all internal report and their investigation as confidential, recognizing, however, that in the course of investigating and resolving internal report some dissemination of information to others may be necessary or appropriate.
- **Conclusion:** On completion of the investigation, Human Resources may report its findings, which are final, and conclusions to the employee.

## **EMPLOYMENT OF RELATIVES**

Employment of relatives by a company may cause conflicts and problems with favoritism and employee morale. It can also result in personal conflicts from outside the work environment being carried into day-to-day working relationships. The Company reserves the right to take necessary steps to avoid such conflicts and problems and may require the relatives to choose who will remain with the Company if such conflicts or problems are otherwise unmanageable in the Company’s sole judgment. For the purposes of this policy, a relative is defined to include parents, grandparents, children, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepsiblings, stepchildren, and spouses. Each situation will be evaluated on a case-by-case basis.

## **CONFIDENTIALITY**

As a general rule, any information you obtain or generate through your employment with the Company must be protected and kept confidential at all times unless it is generally known to the business community. Except as required in the performance of your duties with

the Company, or where you have first obtained written permission from either the President or Chief Operating Officer, you may not disclose or otherwise use confidential information of the Company, our clients, or others with whom we have a business relationship. The type of information that would not generally be known in the business community and must be protected includes, but is not limited to, the following:

- Business plans and initiatives of the Company, our clients, and other parties with whom we do business, including market analysis or related data
- Client lists, price lists, supplier lists, revenue records, and service records  
Information related to the Company's prior, current, and projected budgets, revenue, contributions, profits, quotations, estimates, and other financial information
- Information related to technological developments and "know-how," best practices, trade secrets, and inventions
- Accounting and billing information
- Employees who have access to the compensation information of other employees or applicants as part of their essential job function cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to that information
- Information regarding the acquisition, installation and utilization of new technology (e.g., computer equipment, software, and programs), procedures, or practices
- Personal information (e.g., employee's home address, Social Security Number and telephone number)
- Electronic or written work product (e.g., plans, reports, drawings, and surveys)

In those circumstances where it is unclear to you as to whether certain information is known or not known outside the Company, or may otherwise be used or disclosed, you should err on the side of caution and not use or disclose the information until you have received written permission from either the President or Chief Operating Officer about the matter. All confidential information, as well as

all other records, files, plans, sketches, notes, notebooks, letters, electronic media, or other physical records or documents relating to the business of the Company, our clients, or other third parties, or copies thereof, which you use, prepare, or come in contact with during your employment is the property of the Company. Except where necessary in the performance of your responsibilities, all such material should remain on the premises. Upon termination of your employment, you must immediately return this material to the Company.

### **DRESS CODE**

First impressions do count and can directly influence a client's perception of our technical ability. While we enjoy a casual business setting, or in some cases work remote from a home office, it is very important that each of us project a professional image. You should present yourself during working hours in attire that is appropriate to your position and the nature of work performed. Clothing that is sloppy, torn, provocative, or too casual (such as sweatpants, or t-shirts with suggestive logos or phrases) is considered unacceptable. If you have personal contact or video calls with our clients, vendors, or the public, you should be particularly conscious of maintaining appropriate dress, grooming, and hygiene standards. The Company will not enforce this policy in violation of any federal, state, or local employment opportunity laws, or other applicable state and local regulations.

### **SECURITIES LAWS AND INSIDER TRADING**

U.S. law, including the Insider Trading and Securities Fraud Enforcement Act of 1988, and laws in other jurisdictions in which we (and our clients) conduct business, prohibit trading in the securities of a public company while in possession of "inside" information. Anyone violating these insider trading laws is subject to personal liability and could face criminal penalties. We take seriously this obligation to prevent insider trading violations. Common examples of material information include financial results, financial forecasts, possible mergers, acquisitions or divestitures, significant product developments, significant new customers or business and major changes in business strategy or organization. U.S. law also prohibits anyone who possesses material, non-public information from using it to tip anyone else who might trade on it.

## **WEAPONS**

It is the intent of the Company to provide a safe and secure workplace for employees, clients, customers of clients, visitors, and others with whom we do business. The Company has “zero tolerance” for, and expressly forbids the possession of, any type of weapon, firearm, explosive and/or ammunition while on company property, except as provided below. For purposes of this policy, the Company property includes, but is not limited to, all company facilities, company-provided parking areas and vehicles and equipment that are either leased or owned by the Company or a company client unless expressly permitted by state law. In addition, the Company strictly prohibits the unlawful carrying or possession of any weapon in a company parking facility or parking area, including in employee-owned vehicles parked on company property, the exception to this would be if the location is where firearms may be permitted by state law. An employee who has a license to carry a concealed handgun, or who lawfully possess a firearm, is permitted to store the firearm in a locked, personal vehicle while parked in a company-provided parking area when the employee is lawfully on company property, except as may be prohibited by state or local law. This exception does not apply to company-provided vehicles. In other words, the Company expressly forbids the possession of any type of weapon, firearm, explosive and/or ammunition in company-provided vehicles.

In any location where a license is required, the possession of firearms or other weapons on company property in violation of this policy may be cause for discipline, up to and including immediate termination. In enforcing this policy, the Company reserves the right to request inspections of any employee and their personal effects (except personal vehicles), while on company property. Any employee who refuses to allow such an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

Employees within the Company share the responsibility of identifying violators of this policy. An employee who suspects another individual of violating this policy should

immediately report this information to their supporting leader.

## **PERSONAL BUSINESS**

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supporting leader. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your activities during the day. Personal visits by friends and family members to the worksite should be limited.

## **PROOF OF RIGHT TO WORK**

The Company is committed to full compliance with the federal immigration laws. The Company will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. To comply with the law, we must verify the identity and employment authorization of each person hired within three days of hire by completing and retaining a Form I-9; the employee must complete their portion on the first day of work. The Company will also refrain from discriminating against individuals based on national origin or citizenship. All employees completing a Form I-9 must receive confirmation of their employment eligibility through the E-Verify system operated by the Department of Homeland Security and the U.S. Citizenship and Immigration Services. As a condition of employment, all employees are required to complete a DHS Employment Eligibility Verification form (Form I-9) and present acceptable documentation verifying their identity and right to work in the United States in accordance with federal and state immigration law. Failure to present acceptable documentation and complete a Form I-9 or providing any false or misleading documentation or information concerning identity and authorization for work, is grounds for revocation of any offer or immediate termination of employment. The Company cooperates with the U.S. Citizenship and Immigration Services in investigating any applicant or employee who provides such false or misleading information.

## **MOONLIGHTING**

During your employment with the Company, you may not work in any capacity or provide services of any kind for a competitor of the Company. You are also prohibited from

performing on your own behalf, or on behalf of any person or company, any services otherwise provided by the Company.

If you have any involvements that may be in conflict with this policy, you must provide your supporting leader, in writing, with the name of the individual or company for which you are working or providing services, along with a description of the service(s) you are providing, and the dates and hours such work is being performed. The Company will review the information to determine if approval is appropriate. You are responsible for notifying your supporting leader of any change in the terms of any such approved employment.

Services performed for other employees in all cases where another employee performs a service for you that falls within the scope of the Company's normal business operations, regardless of the fee arrangement, the following procedures must be followed: (1) a signed work order must be obtained, (2) a project number must be assigned, and (3) the COO must be notified in writing of the work being performed prior to the commencement of the work.

### **GIFTS AND FAVORS**

No employee shall solicit or accept for personal use, or for the use of others, any gift, favor, loan, gratuity, reward, promise of future employment, or any other thing of monetary value that might influence, or appear to influence, the judgment or conduct of the employee in the performance of their job.

Employees can accept occasional unsolicited courtesy gifts or favors (such as business lunches, tickets to sporting events or cultural events, holiday baskets, flowers, etc.) so long as the gifts or favors have a market value under \$100, are customary in the industry, and do not influence or appear to influence the judgment or conduct of the employee. Please discuss any exceptions to this amount with your supporting leader.

Employees are not to give, offer or promise directly or indirectly anything of value to any representative of a customer, a potential customer, a vendor or potential vendor, financial institution or potential financial institution with whom the Company has or may have a business relationship.

### **SOLICITATION AND DISTRIBUTION OF LITERATURE**

It is the intent of the Company to maintain a proper business environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

Group meetings for solicitation purposes, distributing literature, circulating petitions in work or sales areas is prohibited unless it is approved by the onsite supporting leader as a company-sponsored event. The following guidelines will apply throughout the Company:

- Employees will not engage in any solicitation of other employees for any purpose whatsoever during working hours or in work areas
- The Company's facilities may not be used as a meeting place that involves solicitation and/or distribution of literature
- In order to maintain good customer relations and preserve the professional work environment, employees may not wear any insignia, badge or button on their persons, nor display any insignia, badge or button on their desks or in their work areas, excluding professional designation awards others may find offensive except as allowed by law
- Management will approve and post all information that is displayed on the Company's bulletin board or make available for review or distribution to employees
- Trespassing, soliciting or distributing literature by non-employees is prohibited on company premises

# COMPUTER EQUIPMENT AND USE

Access to the Company's computer system (including hardware, software, and the network), electronic communications system, and voice mail system has been provided to you to enhance your productivity for the benefit of the Company and its clients. When using these resources, keep in mind that you are representing the Company and are responsible for ensuring that they are used in a productive, ethical, and lawful manner. Your cooperation in helping the Company maintain its stature as a professional, well-respected company is expected and appreciated. Employees who misuse the Company's systems or otherwise violate this policy (or who knowingly allow others to do so) are subject to disciplinary action, up to and including termination, and possible legal action. This policy will provide guidance for proper use of any the Company computer and the management of any company data that is temporarily stored on the computer.

## STANDARD USE GUIDELINES

- Only the Company staff should have access to use company issued computers and the network
- No unauthorized software is to be installed on any company issued computer without notifying the Technology Services group
- Secure your computer (screen lock or logout) prior to leaving your workspace to prevent unauthorized access
- Screen lock will automatically lock after 30 minutes of no activity
- When leaving work at the end of the day, please be sure to logoff your computer so updates can be applied
- No personal devices (non-company issued) are to be connected to the network at any time.
- This also includes external storage devices. If you have data needed for a project on an external storage, please contact Technology Services to import the data
- All unique project data should be stored on the file server in your local office
- Confidential information should never be stored on your local computer
- If your project or position with the Company requires you to store confidential information on a laptop computer, please be sure to discuss that with the Director of Technology so that your computer can be encrypted
- If you will be working on a project while out of the office, you can copy the data to your laptop. Once work is completed, be sure to copy the data back to the server and delete the files from your laptop
- Secure laptops when traveling
- Never leave computers in your car or other unsecure place
- Please be sure your computer is left on when you leave to facilitate after-hours updates
- Ensure that all computers use a surge protector (not just a power strip) or a UPS (battery backup)
- If your computer is damaged, or your laptop is lost or stolen, immediately contact your manager and the Technology Services group
- Multifactor authentication apps, safety apps and other required apps must be downloaded on your phone as required by the Technology Services group

## PRIVACY/CONFIDENTIALITY

All data (e.g., e-mail messages, text messages, telephone calls and attached files) created and stored via the Company's systems are the property of the Company. E-mail, texts, and voicemail communications are not private, even if passwords are assigned, nor are personal files created for personal use, and confidentiality should not be assumed. Note that even when a message is erased, it may be possible to retrieve and read that message. Electronic data and messages may become discoverable evidence in a lawsuit against our clients or the Company. The Company reserves the right to monitor, intercept and/or review all

data transmitted, received, or downloaded over the network and related systems.

### **COMMUNICATIONS AND ETIQUETTE**

You are responsible for the content of all text, audio, and/or images that you view, place on, or send over the network. All communications should be handled in a professional manner; therefore, it is expected that you will not view, send or access any material that could be considered inappropriate, offensive, or disrespectful to others (e.g., sexually suggestive photographs or pictures, videos jokes or cartoons pertaining to ethnicity/race, etc.). In general, you should not write anything in an e-mail message or other messaging platform that you would not include in any business correspondence.

All messages communicated on the network should have your name attached. Transmitting messages under an assumed name or attempting to obscure the origin of any message is not permissible.

### **DOWNLOADING FILES/SOFTWARE**

To ensure network stability, security, and that all copyright laws are observed, no software or data files shall be downloaded from the internet without the approval of the Director of Technology, nor shall any such files be transmitted over the internal network. Contact the Technology Services group to request software.

The Company complies with computer software licensing regulations and, therefore, prohibits the unauthorized reproduction of any software and related documentation. Under United States copyright laws, illegal reproduction of computer software may result in civil damages and criminal penalties, including fines and imprisonment. Any software found on the Company computers that has not been approved for use will be removed.

Copyrighted materials belonging to entities other than the Company (e.g., music, videos,

software) may not be transmitted by employees over the network. You must have express permission by the copyright owner to copy, transmit, transfer, rename, add, or delete information or programs belonging to other entities (including materials such as music and videos).

### **PERSONAL USE**

Occasional personal use of your computer is acceptable, provided such use (1) does not interfere with the operation of the Company's network or productivity of its employees; (2) does not violate the terms of this Computer Equipment and Use policy as stated above; and (3) is not used for solicitation of non-company business.

### **APPROVED DEVICES AND APPLICATIONS**

The Company utilizes devices or application that can be password protected. This list includes Microsoft Outlook, Webmail, Microsoft Teams, Android Phone or tablets, and Apple phones or tablets. If you have questions on using another device or application not listed, please contact IT Support.

### **RECOVERING DELETED EMAIL**

The Company maintains nightly backups of email for 30 days and on a quarterly schedule.

### **BULLETIN BOARDS**

The Company maintains a bulletin board in all offices and on the Company intranet to keep employees informed of notices pertaining to matters directly concerning company business and announcements of a business nature which are equally applicable and of interest to employees. Mandatory federal and state postings are displayed as well. Each employee has the responsibility to read the information that is posted. Employees should check this board regularly for important notices including information on safety rules, job postings, and changes in policies, practices and benefits. Only official company notices may be posted on this board

# SOCIAL MEDIA POLICY

The Company encourages employees to post freely and exchange opinions and ideas online in a way that is constructive and follows all company policies and codes of conduct. Accordingly, the following policy is intended to set forth the terms of the Company's policy on employee use of social media and other online platforms. This policy covers employees creating, posting, commenting, or uploading to any website, including the Company's corporate social media channels and personal social media platforms (e.g. LinkedIn, Facebook, Instagram), whether or not such sites are set to private. Failure to follow the Company's Social Media Policy may lead to disciplinary measures, up to and including immediate termination of employment. Nothing in this policy is meant to contravene employees' rights to engage in protected concerted activity concerning terms and conditions of employment. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

## COMPANY SPONSORED SOCIAL MEDIA

The Company uses online platforms to promote subject matter experts, projects, and/or thought leadership content to increase brand awareness. The Company sponsored stories are intended to focus on topics related to the Company's business and its employees in general and may not be used for discussion of non-work-related issues. Employees should not use any online medium as a means of notifying the Company of compliance matters or concerns but rather follow the process outlined in the Company's "Open Door Policy" in this Manual or report such concerns to the employee's supporting leader, manager, and/or the Human Resources department.

Moreover, each employee posts at their own risk and is personally and legally responsible for what they post, including compliance with all applicable laws, company policies, and company codes of conduct. The Company will not be liable for any statements employees make online. It's important to act responsibly

online. Do not post comments about coworkers, supervisors, clients, or the Company that are vulgar, obscene, threatening, intimidating, harassing, or a violation of company workplace policies against discrimination, harassment, or violence.

The Company's policies regarding the nondisclosure of proprietary and confidential information apply to all online activity. As such, employees must not post information that in any way discloses trade secrets or confidential or proprietary information of the Company, its or any other third party that has disclosed information to the Company. This includes information regarding the development of systems, processes, products, know-how, and technology. The posting or sharing of copyrighted materials is not allowed.

If you're unsure about whether a professional post or piece of company content is appropriate, contact the Director of Marketing.

## SOCIAL MEDIA - NON COMPANY

Employees are free to create or participate in non-company social media platforms and other forms of online activity provided that such participation does not violate any company policies and does not interfere with an employee's regular work duties. The Company's policies regarding access to technological resources and monitoring of online services, as described in the Company's Technology Use and Security guideline in this Manual, apply with equal force to employee access and use of social media. If an employee's job is being adversely affected by social media use, the employee may be subject to discipline, including immediate termination.

Employees post at their own risk and are personally and legally responsible for online activity. The Company will not assume any liability or risk for an employee's online activity. The following are illustrative of the types of relevant laws implicated by posting, but are not intended to be comprehensive: privacy, libel, defamation, harassment, copyright, data theft, disclosure of material non-public information, and disclosure of confidential or trade secret information. Further, employees who travel internationally should be careful to avoid

making online comments that are openly critical or hostile of the countries to which they plan future travel (including the countries' governments, ruling parties, officials, and religious values), as some governments have criminal penalties for such online statements, including imprisonment.

When posting on social media or online platforms, if the post in any way identifies the Company or discusses the Company or its business, an employee must identify oneself as an employee, speak in the first person, and make it clear that what is being said is representative of the employee's personal views and opinions and does not necessarily reflect the views and opinions of the Company. At a minimum, an employee's personal blog or posting should include the following standard disclaimer language, "I am an employee of the Company. The views expressed are mine alone and do not necessarily reflect the positions, strategies, or opinions of the Company." In no way may employees represent or suggest that their opinions or positions are endorsed by the Company or any of its managers or employees. In addition, employees should not re-publish postings or statements of other employees without making the same disclaimer - that the views expressed are of an employee of the Company and do not reflect the positions, strategies or opinions of the Company.

Employees are required to comply with and are prohibited from violating all intellectual property laws governing the use of company logos, trademarks, websites, or other intellectual property. The Company monitors the use of its name, copyrights, trademarks, website, and other information on the internet and reserves its rights to protect its intellectual property by seeking enforcement of applicable laws. Employees are expected to refrain from posting any content that is discriminatory, harassing, retaliatory, or otherwise illegal or injurious when blogging/posting. Employees should avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating, that disparage others, or that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any

other status protected by law or company policy.

## **MEDIA REQUESTS AND COMMUNICATION**

Non-company postings may generate media interest or coverage. If a member of the media contacts an employee about a company-related posting or online comment published by the employee, or requests company information of any kind, the employee should follow the Company's policy regarding external communications with media contacts, as detailed on the Company's intranet. Do not engage in conversations with media. Forward any and all media requests to Director of Marketing, who will coordinate an appropriate response.

Failure to adhere to company policies regarding online postings or interactions with media will be considered grounds for discipline, including immediate termination. Such violations can also lead to serious legal ramifications for offending individuals, as they can be held personally liable for any post that is defamatory, proprietary, discriminatory, harassing and obscene or which violates any other law. Any online postings that violate these guidelines should be reported to management immediately.

## **PHOTOGRAPHY AND VIDEOGRAPHY POLICY**

The Company regularly undertakes and/or commissions photography and videography for use related to marketing and business development including electronic project archives, displays and exhibits, for publication of company print, video, or electronic mediums, including usage on all of the Company's corporate internet and intranet sites. As an employee, you have a right to opt out of inclusion in photography and videography, however, unless you specifically opt out, permission is implied. Also, understand that images will be kept as long as they are relevant and can be used by the Company at any time.

No special compensation is provided to any individual included in photos taken for company internal and external communication mediums. The Company does not contact individuals to notify them if or when their image is used. Individuals who wish to opt out must send written opt out notice to [marketing@atwell.com](mailto:marketing@atwell.com)

# HEALTH AND SAFETY

The Company is committed to providing all employees with a safe work environment. Safety is an integral part of each employee's job. All employees are responsible for working safely and maintaining a general safety awareness of their surroundings, to use good judgment and common sense, to follow proper procedures and to comply with OSHA standards and company safety rules. All employees are expected to maintain good housekeeping on our premises and work sites. Please see Health and Safety Policies on the Company intranet or AtwellSAFE app for more details.

## **PPE**

Personal Protective Equipment (PPE) will be issued and must be worn if the employee's particular job or task requires that PPE be worn. Client safety requirements and site standards supersede all dress codes.

In addition, the Company will follow all federal, state, and local regulations related to the requirement of PPE due to infectious diseases and/or pandemic. If masks are mandated by the landlord or operational leader, or county/state/federal law or ordinances, they must be worn along with respecting social distancing requirements. Masks and other PPE shall not be offensive and must be consistent with our business casual dress code.

If you are in doubt, or if you have questions about the specific personal appearance standards in your work area, please consult with your supporting leader. Employees who arrive for work dressed inappropriately may be required to return home to change.

## **SMOKE FREE WORK SPACE**

For the health and well-being of all employees and visitors, the Company provides a smoke-free work environment. Smoking, vaping and the use of electronic cigarettes is not permitted in any enclosed areas of the Company's worksites. For purposes of this policy, worksites include common work areas, private offices, conference and meetings rooms, break rooms, restrooms, hallways, stairwells, elevators, outbuildings, company owned or company leased vehicles, and all other

enclosed areas and facilities. Smoking is prohibited in all areas where hazardous and flammable materials are present. Smoking, vaping and the use of electronic cigarettes is permitted outside the worksite, provided you are a reasonable distance from the entrances, windows, and ventilation systems of the workplace. Essentially, the location must be an area where smoke will not affect individuals who are entering, leaving, or are present at the worksite. Client and MSHA requirements supersede any company facility smoking policy.

## **TEMPORARY ALTERNATIVE WORK: LIGHT/RESTRICTED DUTY**

The Company will offer reasonable light/restricted duty positions, to the extent available, only to current regular employees of the Company who have been injured in the course of employment and are entitled to benefits under the workers' compensation statute. Non-employee applicants for employment and employees injured away from work are not eligible for light/restricted duty positions.

Employees injured in the course of employment who have been certified for return to work must provide a satisfactory response from their physician to the Company's requests for information so that appropriate placement to a light/restricted duty position may be made, to the extent positions are available. Some restrictions may prevent any placement in a light/restricted duty position at the Company, even though those restrictions may permit employment with another employer.

Light/restricted duty positions will be limited in number, and the Company will not create additional positions when such positions are unwarranted or uneconomic. In all cases, the essential duties of a position must be performed by the employee, or the light/restricted duty position will be denied.

Employees may not work in these positions beyond a period of twelve (12) weeks, subject to availability of positions and in accordance with state and federal law. If an employee who is subject to medical restrictions is able to

perform all the essential duties of a regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty position employee.

## **DRUG FREE WORKPLACE**

The policy of the Company is to maintain a drug-free workplace. As a condition of continued employment, all employees must comply with this policy. The term "workplace" includes company property, any company sponsored activity or any other site where the employee is performing work for the Company or representing the Company. Drugs are defined as (i) illegal controlled substances as defined by federal and/or state law (including marijuana regardless of prescription); (ii) legal controlled substances that are being used or possessed illegally; or (iii) legal controlled substances that could adversely affect the ability of the employee to perform their job safely. Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. The only limited exception to the prohibition against drugs is prescription drugs used in accordance with a valid prescription. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment. Please note that although a state may have legalized the use of marijuana for medicinal purposes, the Company does not permit the use of marijuana in the workplace. Use of marijuana on company property or while engaged in work-related activities is strictly prohibited and may result in disciplinary action, up to and including immediate termination.

Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, dispensing, manufacture, purchase, attempted purchase, transfer or cultivation of drugs, as defined above, in the workplace, as defined above except as permitted by law. The only exception to this policy is the use and/or possession of prescription drugs, when taken as directed and obtained with a valid prescription. An employee who is taking any drug or medication that may affect their ability to work safely, or could reasonably impair their job performance, is responsible for informing

Human Resources before beginning work. Employees will be subject to disciplinary action up to and including termination if such notice is not provided. An employee who is deemed incapable of working safely, or performing their job duties, will not be permitted to work.

Certain safety sensitive positions and staff hired to a project with a client requirement of drug screening will be required to submit to an initial drug-screening as well as periodic screenings thereafter. The offer of employment is conditioned on a negative test result. Applicants will be informed of the Company's drug testing policy in the employment application. Please see Drug and Alcohol Policy on the Company intranet.

Information regarding the availability of treatment programs, if any, such as assistance provided by the Company's health care plan coverage or drug and alcohol abuse rehabilitation programs, and the requirements for participation in drug and alcohol abuse education and training programs, may be requested by contacting the Human Resource team.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations, or any other federal, state, or local agency drug testing regulations related to a particular industry.

## **BULLETIN BOARDS**

The Safety Department launched the Atwellsafe application for smartphones. The app has been developed for employees to access all things safety.

To access the safety forms go to:  
[www.Atwellsafe.com](http://www.Atwellsafe.com)



# TIME OFF POLICIES

Paid Time Off (PTO) is a benefit provided to all Full-Time Hourly and Full-Time Salary employees. The Company's PTO policy is meant to provide employees with a flexible paid time off program which addresses the varying needs of our employees to take vacation time, attend to employee and/or family illness and other personal matters, while meeting the Company's need to effectively conduct business and meet customer needs and expectations. Eligible employees will be free to take time off, within the policy guidelines, for vacation, relaxation, personal or family matters, illness, and bereavement. Eligible employees will either be enrolled in the Hourly PTO Policy, or the Salary PTO Policy based upon their employment status. All PTO must be approved in advance by the employee's immediate supporting leader.

Any request for paid time off (PTO) that exceeds two consecutive weeks (10 working days) must receive additional approval from Human Resources. Employees should proactively discuss extended PTO requests with their immediate supervisor to ensure adequate planning and coverage for business needs. It is expected that extended PTO requests be submitted to the appropriate supervisor at least 30 days in advance.

**Employees may not use PTO after their resignation is tendered.** Subject to limited exceptions under applicable state and local laws, including state-mandated paid sick leave laws, employees may use PTO for qualifying and permissible reasons. These reasons include, but are not limited, an employee or covered family member's illness, injury, or health conditions, preventative care, domestic-abuse related needs, public-health emergencies, and bereavement. Medical documentation may be required for certain qualifying reasons if the absence exceeds four or more consecutive workdays. For more details, please contact Human Resources

PTO should also be used for time off related to:

- an employee's own physical or mental illness, injury, medical condition;

- any state or local paid time off mandate;
- an employee's needs to visit the doctor for diagnosis, care, or preventative care;
- caring for a family member, or "any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship" who has an illness, injury, medical condition, or who needs to see a doctor for diagnosis, care, or preventative care;
- domestic violence, assault, or stalking situations resulting in an illness, injury or medical condition or the need for obtaining diagnosis, care, or preventative care, or to obtain additional counseling, seek relocation, seek assistance from a victim services organization, take related legal action for the employee or one of the above-listed individuals in domestic violence, assault or stalking situations;
- the closure of the Company by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency;
- the employee's need to care for a family member whose school or place of care has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material or other public health emergency; and
- the employee's need to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected closure.

As used in this policy, family members include an eligible employee's child (including foster, step, adopted, legal ward or in loco parentis), parent (including foster, step and adoptive), spouse, domestic partner, person to whom the employee is legally married under the laws of any state, grandparent, grandchild or sibling (including foster or adopted).

The Company hires exceptional team members to perform a wide variety of technical and support functions that contribute to the success of our company. It is our intent to provide our exceptional team members with the freedom they require to balance the responsibilities of both their work and home lives.

# PART-TIME AND TEMPORARY PAID SICK LEAVE POLICY

Atwell Family of Companies is committed to providing part-time and temporary employees with paid sick leave in compliance with all applicable state and local laws. This policy outlines the accrual, use, and administration of Paid Sick Leave (“PSL”) for eligible part-time and temporary employees.

## ACCRUAL AND CARRYOVER

All eligible part-time and temporary employees working in states with mandated paid sick and safe leave laws are entitled to paid sick leave under this policy upon commencement of employment. Eligible employees will accrue paid sick leave at a rate of one (1) hour for every 30 hours worked. Any unused and accrued paid sick leave will carry over to the following year without limitation.

## USING PAID SICK LEAVE

Paid sick leave may be used in increments of one (1) hour and may not be taken before it is earned. Paid sick leave may be used for various reasons as permissible under applicable state/local laws. Qualifying reasons for the use of paid sick leave may include, but are not limited to the following reasons:

- For employees to address their health needs, including their mental or physical illness, injury, diagnosis, pregnancy, medical care, or other health conditions (including preventative, prenatal care, or reproductive health care decisions).
- To aid or care for a family member who is ill, injured, or receiving medical care, treatment, or diagnosis. Covered family members may include a child, spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling, or other “by blood or affinity” related relationships as defined by applicable state/local law.
- Closure of the employee’s place of business or child’s school or place of

care by order of a public official due to a public health emergency and additional reasons, including exposure to a communicable disease, inclement weather, loss of power, heating or water, or an unexpected event.

- Reasons related to grieving or dealing with matters arising after a family member’s death or reproductive loss event.
- Meetings in connection with an employee’s child to attend a school-related conference, meeting, function, or other event requested or required by a school administrator.
- Domestic violence, sexual assault, stalking, human trafficking, or other qualifying acts of violence-related absences to seek medical treatment, legal assistance, legal proceedings, relocation, or in the event that the employee or the employee’s family members are victims of domestic violence, sexual violence, abuse or stalking.
- To aid or care for a service dog.
- Additional reasons that may be required by state/local law.

## WAITING PERIOD AND NOTICE REQUIREMENTS

There is no waiting period for the use of paid sick leave, and employees can begin using paid sick leave as it accrues. Employees must provide as much advance notice as possible. Employees should provide at least seven (7) days’ notice if the need for leave is foreseeable. For unforeseeable absences, employees must notify their supervisor as soon as possible on the day of the absence.

## TRACKING PAID SICK LEAVE

Paid sick leave is tracked through Vision. Employees can view this information in ADP or Vision at any time. If you have any questions

regarding your paid sick leave bank, please contact a member of the Human Resources or Payroll department.

### **RATE OF PAY AND PAYOUT**

Paid sick leave is paid at the employee's regular rate of pay. Unused and accrued paid sick leave is not paid out at termination unless required by state/local law.

### **DOCUMENTATION REQUIREMENTS**

Employees do not need to provide documentation when using paid sick leave of four (4) days or less. If paid sick leave exceeds four (4) or more consecutive days, employees may be required to provide reasonable documentation (e.g., doctor's note, court order) only where permitted by state/local law.

### **REINSTATEMENT**

If an employee is rehired by Atwell Family of Companies at any time as part-time or temporary status, previously accrued and unused paid sick leave will be reinstated to the employee upon commencement of employment.

### **PROHIBITED PRACTICES & ANTI-RETALIATION PROTECTIONS**

Employees cannot be disciplined, retaliated against, or penalized for using paid sick leave. Paid sick leave absences cannot be used as an adverse factor in employment actions, performance evaluations, promotions, or attendance records. The Company cannot require employees to find a replacement worker when using paid sick leave. For questions regarding this policy or to check your leave balance, please contact the **Human Resources team**.

# HOURLY PTO POLICY

All Full-Time active non-exempt (Hourly) employees are considered eligible under this policy, except as required by applicable law. If you are a new employee, you will receive eight (8) hours in your PTO bank upon start and will begin earning PTO on the first month following your hire date. PTO accruals are added to your bank the second pay period of every month.

- **1-5 years**  
(16) days (128 hours) annual PTO is accrued at the rate of 10.67 hours per month for non-exempt employees.
- **5 -15 years**  
(21) days (168 hours) annual PTO is accrued at the rate of 14.00 hours per month for non-exempt employees.
- **15 years and up**  
(25) days (200 hours) annual. PTO is accrued at the rate of 16.66 hours per month for non-exempt employees.

## USING HOURLY PTO

With the exception of an emergency or unexpected illness, PTO is to be approved in advance by your immediate supporting leader.

Any request for paid time off (PTO) that exceeds two consecutive weeks (10 working days) must receive additional approval from Human Resources. Employees should proactively discuss extended PTO requests with their immediate supervisor to ensure adequate planning and coverage for business needs. It is expected that extended PTO requests be submitted to the appropriate supervisor at least 30 days in advance.

Approval will be dependent upon business needs of the Company. Only available PTO may be utilized. Negative balances are not permitted.

Hourly PTO may be used in increments of one hour and may not be taken before it is earned. Time may be used, rolled from year to year or cashed out following the cash out policy.

**Use of PTO is not able to be taken after a resignation is tendered.** Subject to limited exceptions under applicable state and local

laws, including state-mandated paid sick leave laws, employees may use PTO for qualifying and permissible reasons. These reasons include, but are not limited, an employee or covered family member's illness, injury, or health conditions, preventative care, domestic-abuse related needs, public-health emergencies, and bereavement. Medical documentation may be required for certain qualifying reasons if the absence exceeds four or more consecutive workdays. For more details, please contact Human Resources.

## EARNING PTO

PTO entitlements will be earned in accordance with the schedule above. Any change in the rate at which you earn PTO will take effect on the first of the month following the date you change your classification.

## TRACKING HOURLY PTO

Hourly PTO is tracked through Vision. You can view this information in ADP or Vision at any time. If you have any questions regarding your PTO account, please contact a member of the Human Resources or Payroll department.

## CASHING OUT HOURLY PTO

After one year of service, all accrued PTO hours in excess of 150 hours at the end of the year will be eligible for cash-out once per year at the employee's option. The requests should be made between January 1 and February 15.

PTO hours earned by hourly employees but not utilized as time off or cashed out will continue to accrue and roll over to the following year.

All accrued PTO hours in excess of 250 hours at the end of the year will be automatically cashed out on an annual basis and payment will be included in the first regularly scheduled payroll check in January. You will be paid for all accrued and unused PTO if you leave the Company as an hourly employee.

PTO will be cashed out if you transfer to a salaried position.

# SALARIED PTO POLICY

All Full-Time exempt-level (Salaried) employees are considered eligible under this policy.

It is the policy of the company to forego implementation of a PTO accrual or bank system of any sort for eligible salaried employees. This policy eliminates a fixed number of PTO days for salaried staff.

Eligible employees will be free to take time off as needed for vacation, relaxation, personal or family matters, illness/sick, or bereavement. The employee is responsible to manage their workload, specific job utilization and measurements based on their professional judgment and with the approval of their supporting leader. At the Company's discretion, PTO may be tracked for business purposes.

## EXPECTATIONS

Understanding that due to staffing needs, sometimes, not all PTO requests can be honored. Advance requests are still subject to the appropriate approval by your supporting leader. Any request for paid time off (PTO) that exceeds two consecutive weeks (10 working days) must receive additional approval from Human Resources. Employees should proactively discuss extended PTO requests with their immediate supervisor to ensure adequate planning and coverage for business needs. It is expected that extended PTO requests be submitted to the appropriate supervisor at least 30 days in advance.

There are no payouts or cash values to this program. PTO is a benefit for use, not a form of compensation for services performed. PTO will be capped at 30 consecutive days, regardless of the reason. For employees that are on an approved FMLA leave, a cap of five (5) days will be applied to the use of your Flexible PTO bank. This five (5) day cap may be used either one week directly prior to or after your approved FMLA leave and must be approved by your direct supervisor.

## ABUSE OF PTO POLICIES

Frequent absences, in excess of those protected by law, that affect job performance will be considered unsatisfactory. Failure to

provide the proper notice for absences or failure to receive approval in advance for non-emergency absences will be considered unsatisfactory. Abuse of these policies may result in discipline, up to and including termination. The Company will not consider any absence protected by federal, state, or local leave laws in any employment or disciplinary decision.

## COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

Family Medical Leave, Workers Compensation, ADA Requests and Military Leave are not covered under this policy and must be requested through Human Resources. PTO may not be used to supplement approved leaves of absences, such as short/long term disability, FMLA, Workers Compensation, Military Leave or as a reasonable accommodation without approval from the HR department. The Company will adjust this policy and allow PTO consistent with all state and local laws whenever applicable. For PTO requirements for a state in which the Company has an office, see the addendum to this Handbook. All other employees, such as remote work employees, should contact Human Resources.

This PTO policy will be interpreted and applied to meet the minimum requirements of any applicable state or local paid leave laws." Please see the addendum and/or contact Human Resources for additional information.

An employee will not receive more than 100% of compensation when benefits are running concurrently.

# OTHER TIME OFF

## ELIGIBLE EMPLOYEES

### BEREAVEMENT LEAVE

Unless otherwise required by applicable law, if a death occurs in the family of a Full-Time benefitted employee, the employee will be compensated for time lost from their regular work schedule in accordance with the following guidelines:

- **Immediate family member** - Five (5) days off from work with pay in the event of the death of an immediate family member (spouse, child, grandchild, grandparent, parent or siblings to include step-family members or adopted family members or domestic partners)
- **Extended family member** - Three (3) days off from work with pay in the event of the death of an extended family member (aunt, uncle, grandparents-in-law, brother- and sister-in-law, and daughter- or son-in-law)
- **Other** - One (1) day off from work with pay in the event of the death of a relative who is not a member of your immediate or extended family (first cousin or someone residing in household)

Employees who are notified of a death in their immediate family while at work will be paid for the remainder of the scheduled hours that day.

Request for bereavement leave should be made to your supporting leader.

### CIVIL AIR PATROL LEAVE

Unless otherwise required by applicable law, the Company provides unpaid leave to eligible employees who serve as a member of the Civil Air Patrol, and who are called to respond to an emergency declared by the governor or the President of the United States. When requesting leave under this policy, employees must give as much notice as possible of the need for leave, and while on leave, employees must provide regular updates regarding their status and return to work date. Upon return to work, the Company may require employees to provide verification from the civil air patrol of the leave taken.

### JURY DUTY

Available to all active Full-Time and Part-Time employees. If you receive a summons to appear for jury duty, notify your supporting leader as soon as possible prior to serving and forward a copy of your summons to the Payroll team.

While serving on jury duty, you will be paid your regular wages based on eight hours per day if you are a Full-Time employee, or four (4) hours per day if you are a Part-Time employee. Note that you will be compensated for those days you are regularly scheduled to work, up to a maximum of ten (10) days. Be sure to enter the appropriate labor code on your timesheet(s). You are expected to return to work for the remainder of your work shift after being excused from jury duty, if time permits. PTO may be used if your jury duty extends beyond 10 days. Information regarding your benefits during extended jury duty may be obtained from the Human Resources team.

### VICTIMS OF CRIME LEAVE

Unless otherwise required by applicable law, the Company provides reasonable and necessary unpaid leave from work, when subpoenaed, to employees who are victims of crime to attend or participate in legal proceedings pertaining to the crime. Employees can also take leave to attend proceedings as victim representatives. Victim representatives include guardians or custodians of a deceased victim's child; parents, custodians, or guardians of assault victims younger than 18; and individuals designated to act on behalf of assault victims who are suffering from physical or emotional disabilities. Affected employees should notify their supervisor immediately so he or she may plan the department's work with as little disruption as possible.

### MILITARY LEAVE

Federal law provides employees with the right to take leave to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred

to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights. If an employee plans to request leave based on military service, they should contact a member of the Human Resources team for information on any additional rights or requirements, if applicable, under state law.

### **Employee Eligibility**

Employees will be granted a leave of absence for service in the uniformed services according to USERRA and applicable state law. Leave is available to all employees who are eligible to take it and seek reinstatement under USERRA or applicable state law for the purpose of performing service in the uniformed services.

An employee must notify Human Resources of the need to take a leave as far in advance as feasible. The Company requests notice at least 30 days prior to the beginning of the leave, if possible. Verbal notice is sufficient, but the Company may request documentation from the employee. If giving notice is impossible or unreasonable for reasons not attributable to the employee, notice should be provided as soon as possible. Notice may not be required when precluded by military necessity, which is defined by the Department of Defense, the Administrator of FEMA for FEMA service, or the Secretary of Health and Human Services for intermittent disaster-response appointees of the National Disaster Medical System.

### **Use of Accrued, Unused PTO During Leave**

Any employee on a military leave may use accrued, but unused, PTO to compensate the employee during the leave. The employee is not required to use such PTO during a military leave but may choose to do so.

### **Reinstatement**

Employees are eligible under USERRA to seek reinstatement if they meet the following requirements (more fully discussed below):

The employee provides proper notice of their service; The cumulative total of the employee's service periods does not exceed five years,

except as otherwise permitted by USERRA; The employee seeks reinstatement within the time frames outlined by USERRA; and the employee is not discharged from service in the uniformed services in a manner that disqualifies the employee from USERRA's protections (e.g., dishonorable discharge).

### **Employee Responsibility to Seek Reinstatement**

The following rules apply to an employee who seeks reinstatement after completing a period of service in the uniformed services. For uniformed service that is 30 days or less or fitness for duty examinations: The employee must return to work at the beginning of the first regularly scheduled work period that starts on the first full day after release from service, following reasonable travel time home, plus an eight-hour rest period. For uniformed service that is 31-180 days: An employee must seek reinstatement within 14 days of release from uniformed service. For uniformed service that is 181 days or more: An employee must seek reinstatement within 90 days of release from uniformed service.

### **Reinstatement Protections**

An employee returning from leave who properly seeks reinstatement according to the requirements of USERRA and applicable state law will be entitled to reinstatement.

### **Health and Welfare Benefits During Leave**

Active military personnel and their dependents typically are covered by TRICARE, the military healthcare plan, if the deployment is longer than 30 days.

An employee on military leave who elected health care coverage under the Company's health care plan prior to the start of a leave will retain that coverage for the first 30 days of any military leave at the rates the employee paid immediately prior to the start of the leave. After 30 days of leave, the employee may elect to continue their health care coverage, including coverage for dependents, for up to 24 months, under USERRA. If this continuation coverage is elected, the employee will be required to pay the entire cost of such coverage, which may be up to 102% of the full premium amount for that coverage (i.e., the

employer's share plus the employee's share, plus two percent for administrative costs).

Employees also may be entitled to coverage under COBRA for up to 18 months of a military leave. COBRA coverage runs concurrently with any continuation coverage under USERRA, and the employee is entitled to only one form of continuation coverage. The employee is responsible for all premium payments attributable to the employee; failure to pay such premiums will result in cancelation of coverage.

### **COURT ATTENDANCE AND WITNESS LEAVE**

Unless otherwise required by applicable law, the Company provides necessary unpaid leave to employees who are subpoenaed to attend, participate in, or prepare for court proceedings in accordance with applicable law. Employees who receive a subpoena or summons to appear in court, should notify the Human Resources Manager immediately so that the Company may plan the department's work with as little disruption as possible.

### **HOLIDAYS**

When a holiday falls on a Saturday, it will generally be observed on the preceding Friday; when a holiday falls on a Sunday, it will generally be observed on the following Monday. The holiday schedule is available on the employee portal. Certain offices may close for an extra discretionary holiday based upon the approval of the Vice President. In that case, the timesheet code for holiday should be used and "discretionary" should be noted in the comment section.

For salaried employees, holidays should be listed on your timesheet under the holiday code with the comment "holiday" in the comment section.

If you are an active Full-Time hourly employee, you will be paid for eight (8) hours holiday pay at your straight time rate of pay. As noted in the Overtime policy, holidays are considered as hours worked and are counted in determining if you are entitled to overtime pay for the workweek. If the holiday is observed on a day that you are typically not scheduled to work, you will not receive holiday pay.

Because we are a service business, the occasion may arise when you may be required to work on a holiday. Should this happen, you will be given as much advance notice as possible if you will be required to work on a holiday and will be paid for the holiday as well as for your hours worked, in accordance with the Company's Overtime policy. Be sure you indicate both the appropriate holiday hours and your actual hours worked when submitting your time sheet. If you would like to work on a holiday, prior approval from your supporting leader is required.

The Company generally observes the holidays listed below and offices will be closed on these days.

- New Year's Day
- Thanksgiving Day
- Memorial Day
- Christmas Day
- Independence Day
- 2 Floating Holidays\*
- Labor Day

\*For hourly team members, two Floating Holiday per calendar year can be used at your discretion and must be approved in advance by your supporting leader. Floating Holidays must be used as a full day (8-hour increment). Except as otherwise required by applicable law, floating Holidays not used during the calendar year will be forfeited.

# REASONABLE ACCOMMODATIONS

It is the policy of the Company to select and retain the most qualified applicant for each available job. An applicant or employee will not be adversely affected because of a disability, either physical or mental, and/or their religious beliefs and practices, or pregnancy-related condition the applicant or employee is otherwise qualified and is able to perform the essential functions of the job with or without reasonable accommodation.

Consistent with state and/or federal law, the Company will provide an accommodation to applicants and employees with a disability, pregnancy-related condition and/or religious belief and practice, so long as the accommodation is reasonable and does not pose an undue hardship on the Company and does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. A reasonable accommodation can include such things as a modification or adjustment to a job, employment practice, or the work environment, which will make it possible for an individual with a disability to enjoy an equal employment opportunity. Applicants or employees must notify the Company of the need for accommodation.

## **PROCEDURE FOR REASONABLE ACCOMODATION**

If you are in need of an accommodation, please advise your supporting leader or a member of the Human Resources team. You do not need to mention the ADA or use the phrase “reasonable accommodation.” The request does not need to be in writing.

A representative from the Human Resources team will be assigned to coordinate the Interactive Process. The Company will process your request for accommodation within a reasonable period of time, and unless extenuating circumstances warrant a longer period of time, the Company will process the accommodation no later than 30 business days from the date the request is made.

## **THE INTERACTIVE PROCESS**

After a request for accommodation has been made, the next step is for the parties to begin the Interactive Process to determine what, if any, accommodation should be provided. This means that the individual requesting the accommodation and the Human Resource team member must communicate with each other about the request, the precise nature of the problem that is generating the request, how a disability is prompting a need for an accommodation, and alternative accommodations that may be effective in meeting an individual’s needs. The Human Resource team member will work closely with the employee’s supporting leader in responding to the request and will need to consult with the employee’s supporting leader to gather relevant information necessary to respond to the request and to assess whether a particular accommodation will be effective.

Communication is a priority throughout the entire process, but particularly where the specific limitation, problem, or barrier is unclear; where an effective accommodation is not obvious; or where the parties are considering different forms of reasonable accommodation. Both the individual making the request and the decision maker should work together to identify effective accommodations.

If an appropriate accommodation is readily available, such accommodation will be implemented. If an accommodation is not readily available, Human Resources will consult with you, and/or with disability specialists, agencies, support groups or other appropriate resources for further information. Human Resources will consult with the Company’s management as necessary and will inform you of the final determination regarding any request for accommodation.

Unlimited PTO may not be used as a form of reasonable accommodation unless approved by a member of the Human Resources team after completion of the Interactive Process.

# STANDARD OF CONDUCT

## ANTI- HARASSMENT

Harassment in the workplace is a form of employee misconduct that undermines the integrity of the employment relationship, negatively affects morale, and interferes with our work effectiveness. As an equal opportunity employer, the Company is committed to providing a work environment free of inappropriate discrimination or harassment, including sexual harassment, for all employees.

**Harassment** can be defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of that person's protected status such as race (including hair texture and protective hairstyles), religion (including religious dress and grooming practices), color, sex (including childbirth, breast feeding and related medical conditions), gender, identity or expression, sexual orientation, national origin, citizenship status, uniform service member status, pregnancy, age (40 and over), genetic information, disability, (mental and physical), height, weight, marital status, or any other basis protected by local state or federal laws. Although the remainder of this policy will focus on sexual harassment, the most prevalent form of harassment in today's workplace. Please note that all forms of harassment and discrimination will be considered equally inappropriate and treated under the same guidelines.

Every employee has the responsibility of maintaining a work environment free from harassment and is expected to treat their coworkers with dignity and respect. So that each of you will be aware of your rights and obligations in this regard, the Company has established the following policy on sexual harassment. This policy not only applies to the workplace during normal business hours, but also to all work-related social functions, whether on or off the Company's premises, and to business-related travel.

## HARASSMENT STATEMENT

The Company will not tolerate any form of harassment in the work environment. This policy applies to all employees and other

individuals who represent or serve the Company in any capacity. A prompt and impartial investigation will be made of every claim brought to our attention pursuant to the claim procedure noted below. Disciplinary action, up to and including termination, will be taken against any employee found to have engaged in harassment.

## DEFINITION OF SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communication constitute sexual harassment when:

- Submission to the conduct or communication is made either an explicit or implicit condition of employment;
- Submission to or rejection of the conduct or communication is used as a factor in an employment decision(s) affecting the harassed employee; or
- The conduct or communication has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

The types of behavior which can be considered sexual harassment may include, but are not necessarily limited to:

- Unwelcome sexual advances, invitations, or flirtations;
- Lewd or sexually suggestive comments;
- Verbal abuse of a sexual nature;
- Offensive remarks, jokes, crude language, or gestures;
- Graphic verbal commentaries about an individual's body;
- Physical conduct such as touching, assault, blocking normal movement, or interference with a person's work;
- Requests or demands for sexual favors;
- Displays in the workplace of sexually suggestive objects, videos, pictures, reading materials, e-mails, photographs, or cartoons; or

- Any other verbal or physical actions of a sexual nature that could reasonably be perceived as creating or contributing to an intimidating, hostile, or offensive work environment.

### **CLAIM PROCEDURE**

Any employee who believes this policy may have been violated shall report the incident immediately to any Human Resources team member, the President, the Chief Operating Officer or General Council within the Company. In order to begin an investigation, the employee will be required to complete a complaint form, provided by the Company, specifically outlining the claim.

### **INVESTIGATION/CONFIDENTIALITY**

Claims of harassment will be investigated promptly, thoroughly, and objectively. The Company will use discretion in the processing of harassment allegations. However, confidentiality cannot be guaranteed because the Company cannot conduct an effective investigation without revealing certain information to the alleged harasser and potential witnesses. The Company will generally respond to an employee's complaint within ten (10) to fourteen (14) days.

### **PROTECTION AGAINST RETALIATION**

The Company will not permit or tolerate any form of reprisal or retaliation against an employee for good faith reporting of any incident of claimed harassment or for participating in any investigation of a harassment allegation. Any individual found to have retaliated against another in violation of this policy will be subject to appropriate disciplinary action up to and including termination.

### **DISCIPLINARY ACTION**

Harassment in violation of this policy will result in prompt and appropriate disciplinary action up to and including termination. Disciplinary action taken will be determined by the seriousness of the offense and other relevant factors. If investigations into employee allegations reveal other people were discriminated against and/or harassed, corrective measures will extend to all affected parties.

In addition to notifying the Company about harassment, discrimination, or retaliation complaints, affected employees may also direct their complaints to the Equal Employment Opportunity Commission (EEOC), which has the authority to conduct investigations of the facts, or its state counterpart. Employees can contact the regional Equal Employment Opportunity Commission (EEOC) office at the locations listed in your office EEOC poster or by checking the Federal Government listings on the EEOC's website. This information is also available on the company intranet as a virtual bulletin board.

### **NON FRATERNIZATION**

The Company desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supporting leaders and employees in the Company or certain other employees in the Company.

Accordingly, managers and supporting leaders are discouraged from becoming romantically involved with one another or with any other employee of the Company. Additionally, all employees, both managerial and non-managerial, are discouraged from becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. In particular, a manager or supporting leader should not engage in a romantic or sexual relationship with a subordinate employee under any circumstances.

An employee who is romantically involved with a supporting leader or fellow employee should immediately and fully disclose the relevant circumstances to the Human Resource Director or Team Leader so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest and what steps may be necessary to avoid any potential legal claims. If an actual or potential conflict exists, the Company may take whatever action appears appropriate

according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

Employees are expected to behave in a professional manner in the workplace and keep their personal relationships out of the work environment. Employees should also remember that the Company maintains a strict policy against unlawful harassment of any kind, including sexual harassment. The Company will vigorously enforce this policy consistent with all applicable federal, state, and local laws.

### **CUSTOMER RELATIONS**

The Company strives to consistently provide customers with a product and service that is of exceptional quality and value. In order to realize our commitment to excellent customer service, we expect the following from each of our employees:

- Provide courteous service in a prompt and efficient manner
- Establish and maintain positive relationships with customers by gaining their trust and respect through professional, honest interactions
- Handle complaints quickly and professionally. Never argue with a customer. If you are unable to resolve the complaint to the customer's satisfaction, review the situation with your supporting leader
- Communicate with customers in a professional manner whether in person, over the phone or via e-mail or during video meetings

Always remember that you are the Company to our customers, and our reputation and the customer's perception of the Company are attributed to each employee.

### **GUIDELINES FOR APPROPRIATE CONDUCT**

As a team member, employees are expected to accept certain responsibilities, follow acceptable business principles in matters of conduct, and exhibit a high degree of integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that employees refrain from any behavior that might be harmful to

themselves, co-workers, the Company, or that might be viewed unfavorably by current or potential customers or by the public at large. Employee conduct reflects on the Company.

Employees are, consequently, encouraged to observe the highest standards of professionalism at all times. Types of behavior and conduct that the Company considers inappropriate include, but are not limited to, the following:

1. Failure to work efficiently or produce satisfactory results;
2. Intoxicated or inappropriate conduct at all company or client event;
3. Failure to notify your supporting leader in advance of an absence, and daily during any absence of more than one day;
4. Failure to follow safety or health rules, wear appropriate safety or personal protective equipment, immediately correct or report an unsafe condition or report injuries or accidents as soon as reasonably possible after they occur;
5. Working on personal matters during working time;
6. Engaging in any other business or employment that conflicts with or interferes with your responsibilities to the Company;
7. Providing false, inaccurate, or misleading information to the Company, such as employment application information, including, but not limited to, information about your prior employment and qualifications, criminal record, your absences, your time worked, expenses, leave requests, or in response to requests for information;
8. Inaccurately reporting or recording one's own time and (without prior supporting leader approval) reporting the time of another employee (whether accurately or not) or allowing one's own time to be reported by another person (whether accurately or not), or hourly employees working overtime hours without reporting them;
9. Failure or refusal to work cooperatively with other employees;
10. Uncooperative, rude or offensive treatment of vendors, customers or

business partners in person, in writing or by phone;

11. Failure to provide prior notice that you are taking medications which may affect your work performance or create a safety risk;
12. Inadequate performance, violation of any company policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Company or any other conduct which the Company determines to be adverse to its business interests;
13. Falsifying employment or other company records;
14. Violation of any of the Company policies, including the policies on discrimination, harassment and resolution of complaints, or failing to meet reasonable company expectations;
15. Violating state, federal or local laws and regulations;
16. Violating security or safety rules, or failing to observe safety rules or the Company safety practices;
17. Failing to wear required safety equipment;
18. Tampering with the Company's equipment or safety equipment;
19. Soliciting gratuities from customers or clients;
20. Unacceptable absenteeism or tardiness;
21. Possessing firearms, weapons or explosives on company property without authorization, in violation of company policy or while on duty;
22. Using company property, vehicles and supplies, for personal purposes or an excessive, unnecessary or unauthorized way;
23. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on company premises or when representing the Company;
24. Fighting, or provoking a fight on company property, or negligent damage of property;
25. Reporting to work (or consumption during work) under the influence of drugs or alcohol, and/or illegally manufacturing,

possessing, using, selling, distributing or transporting drugs;

26. Committing theft or unauthorized possession of company property or the property of fellow employees;
27. Possessing or removing any company property, including documents, from the premises without prior permission from management;
28. Using company equipment or property for personal reasons without proper authorization;
29. Using company equipment for profit;
30. Giving confidential or proprietary company information to competitors or other organizations, or to unauthorized company employees;
31. Working for a competing business while an employee of the Company;
32. Using obscene, abusive or threatening language or gestures;
33. Threats, threatening language, and insubordinate behavior, verbal or physical intimidation, fighting or insubordination (failure or refusal to follow instructions or directives from supporting leaders or management);
34. Spreading malicious gossip and/or rumors;
35. Engaging in behavior which creates discord and lack of harmony;
36. Interfering with another employee on the job;
37. Restricting work output or encouraging others to do the same;
38. Sleeping or loitering during working hours;
39. Posting, removing or altering notices on any bulletin board on company property without the permission of an officer of the Company or in violation of procedures related to same.

#### **GUIDELINES FOR APPROPRIATE CONDUCT- ADDRESSING ISSUES**

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other company policies, rules or regulations, the employee will

be subject to disciplinary action, up to and including immediate termination. The basic purpose of discipline is to encourage the employee to modify their behavior in accordance with company policies or standards by imposing penalties upon the employee. Corrective action is intended to assist the employee to improve their performance or conduct through additional training, modification of job expectations, etc.

Discipline may include but is not limited to: verbal or written warnings; paid or unpaid suspensions; demotions; transfers; ineligibility for promotions, benefits or raises; counseling or other required conditions for retaining employment; or termination. A progressive form of discipline may not be followed in all cases. Depending upon the nature of the violation and the surrounding circumstances including, but not limited to, the nature of the conduct or the employee's past work record and past conduct, one or more steps of the discipline process may be repeated or skipped. In some circumstances and in the Company's sole discretion, immediate discharge may result from a single incident.

## **ETHICS POLICY**

The Company is committed to high standards of ethical, moral, and legal business conduct. Accordingly, the Company promotes and supports an open-door policy and encourages any employee who has a question regarding ethics, behavior, or expectations to avail themselves of this policy and make a written report to any member of the management team, Human Resources, or Legal. When making a report, you should include as much factual information as possible, without embellishment. Reporting an issue in "good faith" does not mean you have all of the facts; it means that you are uneasy about a situation and would like to have someone review it.

**How to Make an Ethics Claim:** Employees who are aware of any suspected or known ethics violations, corruption or bribery should immediately report the matter in accordance with this policy. The Company takes reports of

illegal or unethical conduct very seriously. Employees may make a claim to any management member, including those outside the employee's reporting structure, as well as Human Resources and Legal. If safety issues are concerned (workplace hazards, unsafe environment), the Safety Department should be notified.

**Investigation & Cooperation:** The Company will promptly investigate all ethics complaints consistent with its Internal Complaint Review process. The scope of such investigation will vary depending on the circumstances of the issue reported. The investigation may include interviews with parties involved and, where necessary, with individuals who may have observed the alleged conduct or have other relevant knowledge. Employees are expected to fully and truthfully participate in investigations of complaints arising under this policy or other inappropriate conduct. Failure to cooperate may result in disciplinary action, up to and including termination. The Company reserves the right to determine whether conduct violates company policy or is otherwise inappropriate. Individuals found to have violated this policy or other company policies will be subject to disciplinary action, up to and including termination.

**Non-Retaliation:** The Company prohibits retaliation against any individual filing a complaint under this policy, participating in a complaint investigation, or otherwise exercising rights guaranteed by anti-discrimination and anti-harassment laws. There will be no retaliation or consequences for any employee who reports a concern involving actual or perceived legal or code of conduct violations. However, if after investigation it is determined that the complaint is frivolous, or not made in good faith, or the employee provided false information, disciplinary action or other appropriate action may be taken against the individual who filed the frivolous complaint or gave the false information. Employees who feel they have been subjected to unlawful retaliation must contact Human Resources or Legal immediately.

# EQUAL OPPORTUNITY EMPLOYER

## **POLICY**

The Company is an equal opportunity employment employer that supports and subscribes to a policy of nondiscrimination in all aspects of employment as provided by applicable state and federal law. This policy pertains to recruitment, hiring, employment, training and development, promotion, transfer, discipline, layoff, termination, compensation, and all other conditions and privileges of employment.

Employment shall be based on merit, qualifications, and competence. Employment decisions shall be made without regard to an applicant's race, religion (including dress and grooming), sex (including childbirth, breastfeeding, or related medical conditions), gender, sexual orientation, identity, national origin, ancestry, citizenship, age (40 and over), physical or mental disability, legally protected medical condition or information, genetic information, or any other basis protected by local state or federal laws except where certain such characteristics may be essential bonafide occupational requirements.

The Company will not discharge or otherwise discriminate in any other manner against employees and applicants for asking about, discussing or disclosing their compensation or other employees' and applicants' compensation. Employees who have access to other employees' and applicants' compensation information (as a part of their essential job functions) cannot disclose this information to anyone who does not otherwise have such access, unless their disclosure is in response to formal complaints or charges; in furtherance of investigations (including investigations by the Company), proceedings, hearings or lawsuits; or consistent with the Company's legal duty to provide information.

If you believe that you have been unlawfully discriminated against, you must bring this to the attention of your supporting leader or the director of human resources.

Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal.

# EMPLOYMENT CLASSIFICATION

FULL TIME	PART TIME	TEMPORARY
An individual who is employed on a regular, rather than temporary basis and is scheduled to work normally a minimum of 30 hours each week is considered to be Full-Time.	An individual who is employed on a regular, rather than temporary basis and is scheduled to normally work fewer than 30 hours each week is considered to be Part-Time.	An individual who is employed to work only on a project basis or for a specified period of time is considered to be Temporary. Unless otherwise required by applicable law.

The Company reserves the right to change your classification provided circumstances warrant such an adjustment. A member of the Human Resources team will notify you of any related changes with respect to your new classification (e.g., health benefits, paid time off, holiday pay, etc.). Eligibility for employment benefits will be determined based upon your status and applicable eligibility requirements as specified in the benefits section of this Handbook.

## ACTIVE STATUS

The term “active” describes a Full-Time, Part-Time, or Temporary employee who is currently working a regularly scheduled work week.

## LEAVE STATUS

The term “Leave” describes a Full-Time employee who is not currently working due to layoff, furlough, disability, or a leave of absence.

## NON-EXEMPT EMPLOYEES

Non-exempt employees include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and state law.

## EXEMPT EMPLOYEES

Exempt employees include all employees who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and state law.

## PERSONNEL RECORDS

Employee classification is determined by the Company in its sole discretion. The Company maintains a personnel file (electronic and/or paper) on each employee record containing

appropriate employment record. Employees must update changes in personal data such as address, telephone number, marital status, number of dependents, and person(s) to notify in case of emergency through the ADP Workforce Now self-service portal. Employees are also responsible for maintaining a current group life insurance beneficiary designation. Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process and applicable law. No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

Unless otherwise required by applicable law, upon written request twice per year, the Company will provide employees with the opportunity to review his or her own personnel record. Any review of personnel files must take place at the location where the personnel files are maintained and during normal office hours unless, at the Company’s discretion, a more convenient time and location for the employee can be arranged. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Employees may inspect their personnel records and itemized wage statements upon submitting a request in writing. An employee's "personnel file" generally does not include: (1) records relating to the investigation of a possible criminal offense; (2) letters of reference; (3) ratings, reports, or records that were obtained prior to the employee's employment, prepared by identifiable examination committee members, or obtained in connection with a promotional examination.

Except as required by state law, Request Forms are available upon request, and all requests for copies and/or inspections will be made available within 30 calendar days of the written request; however, wage-related records will be made available within 21 days of a request. An employee may inspect only their own personnel file in the presence of a representative of the Human Resource team or their designee.

Personnel files are the property of the Company and may not be removed from the premises without written authorization from the Director of Human Resources. Employees and former employees also have the right to inspect and copy certain payroll records regarding their compensation, and deductions from their compensation, upon reasonable request. Employees wishing to review or copy payroll records should notify the Human Resources.

### **WAGE DISCLOSURE PROTECTION**

The Company does not prohibit an employee from disclosing the employee's own wages or discussing another employee's wages which have been disclosed voluntarily. Further, the Company does not require nondisclosure of an employee's wages as a condition of employment, and will not require an employee to sign any document to the contrary. Employees are, however, under no obligation to disclose their wages.

### **SOCIAL SECURITY NUMBER PRIVACY AND PROTECTION OF PERSONAL INFORMATION**

Except as otherwise required by applicable law, employee Social Security Numbers and personal information may be collected in the

ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security Numbers and personal information will be maintained in accordance with federal and state laws. To the extent practicable, the Company protects the confidentiality of employees' and applicants' Social Security Numbers (SSNs) and confidential personal information. Thus, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except as needed to conduct legitimate company business. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except as required by law. Internal access to employee SSNs must be authorized by the Human Resources team and is restricted to employees with a legitimate business need for the information.

Additionally, except where permitted by state or federal law, the Company will not: 1) publicly display all or more than four sequential digits of an employee's SSN; 2) use all or more than four sequential digits of an employee's SSN as the primary account number for an individual; 3) visibly print all or more than four sequential digits of an employee's SSN on any identification badge or card; 4) require an individual to use or transmit all or more than four sequential digits of their SSN to gain access to an internet web site, or computer system, or network unless the connection is secure, the transmission is encrypted, or a password, or unique PIN is also required to gain access; 5) include all or more than four sequential digits of an employee's SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging; or 6) include all or more than four sequential digits of an employee's SSN in any document or information mailed to a person.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties. For more information about this policy contact the Human Resources team.

# BENEFITS

In general, employees must enroll in a company-sponsored benefit; participation is not automatic. Unless otherwise required by applicable law, the Company may, on occasion, and at its sole discretion, add to, discontinue or modify any company benefit program, as well as the relative company and employee allocation of the costs of such programs. The Company will attempt to provide as much advance notice as practicable prior to the implementation of any such changes or modifications by posting such changes on the official Company Bulletin Board and intranet. The following is intended to be a brief overview of certain benefits. Nothing in this Handbook is intended to, nor should be construed as, altering, amending or modifying any requirement, term, condition or limitation in any plan document or summary plan description. Please refer to these documents for the exact requirements, terms, conditions and limitations.

## HEALTH, DISABILITY AND LIFE INSURANCE

**Eligibility:** Available to all active Full-Time employees beginning on the first day of the month following your hire date or your classification change.

The insurance benefits provided by the Company represent a valuable part of your overall compensation package. The Company offers a range of benefits that are provided at no cost to you and you have the option of electing coverages for yourself and your dependents through automatic payroll deduction. Information regarding the types of coverage, eligibility requirements, and deduction rates for benefits is available from the Human Resources team.

## 401K AND PROFIT SHARING PLAN

Available to all active Full-Time and Part-Time employees beginning on the first day of the month following your hire date. Temporary employees are eligible the first day of the month following 1,000 hours of service. 401k and Roth Contributions are only allowable on earned wages. Bonus payments and other supplemental compensation is not eligible for deferral.

The Company Savings and Profit-Sharing Plan is designed to help you prepare and save for retirement. The plan offers a variety of mutual fund investment choices to which you may contribute from 1% to 100% of your gross compensation up to certain Government limits. Your contributions are made through automatic payroll deduction on a pre-tax basis for the traditional 401k and on an after-tax basis for the Roth 401k.

Details regarding the plan, including catch-up contributions, loans, and rollovers, are available from the Human Resources team.

## COBRA COVERAGE

Employees and their dependents covered under the Company's group insurance benefit plans may be eligible to elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Team, within certain timeframes, of changes in status which could result in a change in eligibility for benefits. The Human Resources team, after such notice, will provide information on the employee's or the dependent's right to continuation of coverage and the cost of such coverage. Eligible employees must apply and timely pay premiums to obtain and continue COBRA coverage. If you have any questions about continuation of coverage, please contact the Human Resources team.

## UNEMPLOYMENT COMPENSATION AND WORKERS COMPENSATION

The Company covers the full cost of unemployment compensation insurance benefits and workers' compensation insurance benefits for employees and covers a portion of the cost of social security retirement and disability benefits.

Employees who sustain injuries or illnesses that arise out of the course and scope of employment should inform their supporting leader as soon as reasonably possible after they occur. No matter how minor an on-the-job

injury may appear, it is important that the injury be reported internally. This will enable an eligible employee to qualify for coverage as quickly as possible and is required for the Company's records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits, as well as result in disciplinary action.

Neither the Company nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work-related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false or fraudulent information to the Company or other involved parties in connection with a workers' compensation, unemployment compensation, disability or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as discipline up to, and including, termination of employment.

## **PARENTAL LEAVE**

Unless otherwise required by applicable law, all parents are eligible for up to four (4) weeks of paid time off to care for a newborn, newly adopted or newly fostered child, or child for whom legal guardianship has been appointed (the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.

**Eligibility:** Effective after twelve (12) months of hire/seniority for Full-Time employees (Temporary employees and Interns are not eligible for this benefit) and have worked at least 1,250 hours during the twelve (12) consecutive months immediately preceding the date the leave would begin.

**Scheduling:** This time must be taken as a single block of time.

**Availability:** Parental Leave is available for use within one (1) year of the qualifying event. Eligible employees will receive a maximum of four (4) weeks of paid Parental Leave per birth, adoption, or placement of a child/children. PTO may not be used at the end of the approved leave to extend Parental Leave beyond four (4) weeks.

**Payment:** Each week of paid Parental Leave is compensated at 100% of the employee's regular, straight-time weekly pay. Paid Parental Leave will be paid on a biweekly basis on regularly scheduled pay dates. Upon termination of the individual's employment at the Company, the employee will not be paid for any unused paid Parental Leave for which the employee was eligible. If an employee voluntarily terminates employment within 6 months from Parental Leave the final check will be reduced by the amount of the used/paid Parental Leave that was made.

**How often may the leave be used:** With each birth or adoption event in a 12-month span; once every twelve (12) months for foster care and legal guardianship events. The fact that a multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the four-week total amount of paid Parental Leave granted for that event. In addition, in no case will an employee receive more than four (4) weeks of paid Parental Leave in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

## **COORDINATION WITH OTHER POLICIES**

Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply.

## **REQUESTS FOR PAID PARENTAL LEAVE**

The employee will provide the Human Resource team with notice of the request for leave at least thirty (30) days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request. If notice is not received in accordance with the above requirements employee may qualify to take unpaid FMLA.

**DEFINITIONS**

**Parent:** Employee who is legally responsible for the child: including birth mother, father, non-birth parent, adoptive and foster parent, and legal guardian.

**Birth mother:** Any person who gives birth.

**Event:** The arrival or placement of a newly born, adopted or fostered child, or child for whom legal guardianship has been appointed.

**Legal guardianship:** Court appointed responsibility for the care and custody of a minor child

**GUIDE TO TIME OFF OPTIONS FOR NEW PARENTS**

New parents at the Company can take advantage of a number of paid and unpaid time off options to recover from childbirth and to care for a child following birth or placement for adoption, foster care or legal guardianship. These include paid maternity (childbirth/ short term disability) and parental leaves. Some options must be granted at the employee’s request and others are discretionary. While the chart below does not specifically include Paid Time Off (PTO) for hourly staff, eligible individuals may request to use these types of paid time to care for or bond with a new child.

Type of Time Off	Pay Status	Intended Use	Eligibility	Availability	Duration	Scheduling Subject to Approval
<b>Short Term Disability</b>	Paid	Recovery from childbirth	Full time Staff	Upon Hire	Up to 6 weeks after 7 day wait period	HR - NO; Doctor guided
<b>Parental Leave see state addendum</b>	Paid	Bonding with a new child	Full time Staff	Birth or placement must take place after employee completes 12 months of service	Up to 4 weeks	HR - Yes
<b>FMLA Leave see state addendum</b>	Unpaid	Incapacity due to pregnancy, prenatal medical care or childbirth. care for the employee’s child after birth or placement for adoption or foster care	Full time Staff	After 12 months of service	Up to 12 Weeks	No, unless employee requests to use FMLA leave on an intermittent basis

## **PERSONAL NON- FMLA LEAVE**

**Eligibility:** Available to all active Full-Time and Part-Time employees at the sole discretion of the Company. Requests for a leave of absence or any extension of a leave should be submitted in writing to the employee's supporting leader at least thirty (30) days prior to commencement of the leave period, or as soon as is practical. The supporting leader will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. All employees on approved leave are expected to report to their supporting leader any change of status in their need for leave or in their intention to return to work.

Employees on personal leave will be required to use all available PTO while on leave before going on unpaid leave. Information regarding your benefits while on unpaid personal leave and job reinstatement procedures may be obtained from a member of the Human Resources team. For salaried employees, a cap of 30 days will be applied to the use of your unlimited PTO bank for an approved personal leave. For employees that are on approved FMLA leave, a cap of five (5) days will be applied to the use of your unlimited PTO bank. This five (5) day cap may be used either one week directly prior to or after your approved FMLA leave and must be approved by your direct supervisor.

Employees on an authorized personal leave of absence may not perform work for any other employer that is considered by the Company to be an actual or potential conflict of interest.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position. If an employee fails to return to work at the conclusion of an approved leave of absence, including any extension of the leave time, the employee will be considered to have voluntarily terminated employment with the Company.

## **LACTATION BREAKS**

The Company will provide a reasonable amount of break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. The Company will also provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom stall, in which the employee may express milk in private. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and/or rest periods. Employees should notify their immediate supporting leaders if they are requesting time to express breast milk under this policy. The Company will follow all state and local laws and ordinances that may provide additional protections for lactating employees.

# EMPLOYEE LEAVE / FMLA

The Company provides (1) medical and military family leave for up to twelve (12) or twenty-six (26) weeks per year, depending on the reason and the federal Family and Medical Leave Act of 1993, as amended (“FMLA”); (2) disability leave as required to reasonably accommodate employees with a workplace injury or a qualified disability under the Americans with Disabilities Act (“ADA”) or the CFRA; and (3) leave for other legally required absences or accommodations as set forth below and in accordance with applicable laws. Employees having any questions regarding this policy should contact the Human Resources team.

## FAMILY CARE AND MEDICAL LEAVE

**Eligibility:** To be eligible for family care, medical, and military family leave, an employee must (1) have worked for the Company for at least twelve (12) months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the twelve (12) months preceding the leave (FMLA) and (3) currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

An employee returning from fulfilling their National Guard or Reserve military obligation will be credited with the hours of service that would have been performed, but for the period of military service, in determining the 1,250 hours of service.

In the case of a pregnancy disability or other legally protected disability or medical condition or work-related injury, an employee may not need to satisfy all of the above requirements. In such circumstances, the employee should contact a Human Resources team member for clarification about their rights for other types of leave.

**Permissible Uses:** FMLA leave may be taken for the following reasons:

- Birth of an employee’s child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- To care for an immediate family member (employee’s spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- Because of an employee’s serious health condition that makes the employee unable to perform the functions of the employee’s position (up to twelve (12) weeks).
- To care for a covered service member with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks).
- To handle certain qualifying exigencies arising out of the fact that the employee’s spouse, son, daughter, or parent is on duty under a call or order to active duty in the uniformed services (up to twelve (12) weeks).

## MILITARY FAMILY LEAVE

“Military exigency leave” may be requested when there is a qualifying military exigency arising out of the fact that an employee’s spouse, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty in the Armed Forces outside of the United States). Qualifying military exigencies include the following:

1. Short-notice deployment where the employee may take leave to attend any issue that arises from the fact that a military member (whether in the Regular Armed Forces, National Guard, or Reserves) is notified of an impending call or order to active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the covered service member receives the notification.

2. Military events and related activities where the employee may take leave to attend to any official ceremonies, programs or events related to the call to active duty and to attend to family support, assistance programs, or informational briefings related to the call to active duty.
3. Childcare and school activities where the employee may take leave to arrange for alternative childcare or to provide childcare on an urgent, immediate need basis when the need arises from the call to active duty, to enroll or transfer a child to a new school, to attend meetings with school or daycare facility staff regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors.

**Note:** The employee taking FMLA qualifying exigency leave does not need to be related to the military member's child. However, (1) the military member must be the parent, spouse, son or daughter of the employee taking FMLA leave, and (2) the child must be the child of the military member (including a child to whom the military member stands in loco parentis).

1. Financial and legal arrangements where the employee may take leave to make or update financial or legal arrangements related to the covered service member's absence, such as preparing powers of attorney, wills, transferring bank accounts, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards and the like, or appearing or acting on behalf of the absent service member in matters related to military benefits.
2. Counseling where the employee may take leave to attend counseling, the need for which arises from the call to active duty of the covered service member.
3. Rest and recuperation where the employee may take up to fifteen days of leave to spend time with a covered service member each time the service member is on short-term rest and recuperation leave during the period of deployment. The employee's leave for this reason must be taken while the military member is on rest and recuperation leave.

4. Post-deployment activities where the employee may take leave for a period of up to 90 days following the termination of the deployment to attend arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs provided by the military, or to address issues that arise out of the death of a covered service member.
5. Parental leave where the employee may take qualifying leave to care for the parent of a military member, or someone who stood in loco parentis to that military member, when the parent is incapable of self-care. To qualify as parental leave, the need for the leave must arise out of the military member's call to active duty. Further, the leave must be for one of the following purposes: (1) to arrange for alternative care for the parent; (2) to provide care for the parent on an urgent, immediate need basis; (3) to admit or transfer the parent of the military member to a care facility; or (4) to attend a meeting with staff at a care facility for the parent.

**Note:** The employee taking FMLA qualifying exigency leave does not need to be related to the military member's parent. However, (1) the military member must be the parent, spouse, son or daughter of the employee taking FMLA leave, and (2) the parent must be the parent of the military member (including an individual who stood in loco parentis to the military member when the member was a child).

- Additional activities where the employee may take leave to address other events that arise out of the call to active duty as the Company and the employee may agree as to both timing and duration.

"Military caregiver leave" may be requested to care for a covered service member if the employee is the covered service member's spouse, child, parent, or next of kin. For purposes of this leave, a covered service member 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 otherwise on the temporary disability retired list, for a serious injury or illness, or a covered veteran who is undergoing medical treatment,

recuperation, or therapy, for a serious injury or illness.

A “covered service member” is either: (1) a current service member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the service member is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of “serious injury or illness” for current service members and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the service member in the line of duty while on active duty in the Armed Forces that may render the service member medically unfit to perform the duties of the service member’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow

a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

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

## **AMOUNT OF LEAVE**

**Family Care, Medical, and Military Exigency Leave:** Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care, medical, and military exigency leave in a rolling 12-month period measured backwards from the date the employee’s leave commences. Employees who are unable to work due to pregnancy disability will be granted the greater of 12 weeks leave for a pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.

**Military Caregiver Leave:** Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the time the employee takes for a family care, medical, or military exigency leave during that period. This 12-month period will be measured forward from the first day leave is taken. Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for the care of the service member and the birth, adoption, or foster care of their child or to care for an ill parent, provided that no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

**Intermittent Leave:** Medical leave for the employee’s own serious health condition, family care leave for the serious health condition of the employee’s spouse, parent, or child, and military caregiver leave may be

taken intermittently or on a reduced schedule when medically necessary. Where the intermittent or reduced schedule leave is for planned medical treatment, the employee must make an attempt to schedule the treatment so as not to disrupt unduly the Company's operations. Where the family care leave is to be taken in connection with the birth, adoption, or foster placement of a child, the minimum duration for each period of leave is two (2) weeks, except that the employee may request leave of less than two (2) weeks duration on any two (2) occasions. Exigency leave also may be taken intermittently or on a reduced schedule.

**Leave's Effect on Pay:** Except to the extent that other paid leave is substituted for family care, medical, and military family leave, leave under the FMLA is unpaid. Family and medical leave is an unpaid leave. Holiday, jury duty and bereavement pay will not be paid during this leave.

**Leave's Effect on Benefits:** During an employee's family care, medical, and military family leave, the Company will continue to pay for the employee's participation in the group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Thus, the employee must continue to pay their share of the health plan premiums during the leave. If the employee substitutes paid leave for the unpaid leave, such payments will be deducted from the employee's pay through the regular payroll deductions. Otherwise, the employee must make arrangements with the Company for the payment of such premiums. All other benefits will be governed in accordance with the terms of each benefit plan and are the sole responsibility of the employee. Any 401k contributions being made by the employee will be suspended during the leave as will the company match for the employee's 401k. Neither will be allowed to be made up retroactively.

If the employee fails to pay their share of the premiums during leave, or if the employee fails to return from the leave at the expiration of twelve (12) weeks (or twenty-six (26) weeks in the case of a military caregiver leave) for a reason other than the recurrence, continuation, or onset of a serious health condition for which leave under this policy is allowed or other

circumstances beyond the employee's control, the Company will recover health plan premiums paid by the Company on the employee's behalf during the leave. Employees on family care, medical, and military family leave accrue employment benefits such as sick leave, vacation benefits, or seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **PROCEDURE FOR REQUESTING FAMILY CARE, MEDICAL AND MILITARY FAMILY LEAVE**

**Notice Requirements:** Employees must notify the Company of their request for family care, medical, military exigency, or military caregiver leave as soon as they are aware of the need for such leave. For foreseeable family care, medical, and military caregiver leave, the employee must provide thirty (30) calendar days' advance notice to the Company of the need for leave. For events that are unforeseeable thirty (30) days in advance, the employee must notify the Company as soon as is practicable and generally must comply with the Company's normal call-in or notice procedures. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee must make an attempt to schedule such treatment so as to avoid unduly disrupting business operations and may be requested to reschedule the treatment so as to minimize disruption of the Company's business.

All requests for family care, medical, military exigency, and military caregiver leave should include enough information to make the Company aware that the employee needs qualifying leave, and the anticipated timing and duration of the leave, if known. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Any requests for extensions of leave under this policy must be received as soon as is practicable and must include the revised anticipated date(s) and duration of the leave. To the extent permitted by law, the Company reserves the right to deny requests for extensions or deny reinstatement to an employee who exceeds the leave amounts provided by this policy or fails to provide requested medical certification. In addition, if you have a disability, you may be eligible for leave under the Americans with Disabilities Act (ADA) or state law. For more detailed information on extended leaves, please contact Human Resources.

Once the Company is aware of the employee's need for leave, it will inform the employee whether the employee is eligible under the FMLA. If the employee is eligible, the notice will specify any additional information required as well as the employees' rights and responsibilities. If the employee is not eligible, the Company will provide a reason for the ineligibility.

**Certification:** Any request for medical leave for an employee's own serious health condition, for family care leave to care for a child, spouse, domestic partner or parent with a serious health condition or for a serious injury, or for military caregiver leave must be supported by medical certification from a health care provider. For military caregiver leave, the employee must provide confirmation of a family relationship to the seriously ill or injured service member. Employees generally must provide the required certification within fifteen (15) calendar days after the request for certification. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within fifteen (15) calendar days after the request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. The medical certification for a child, spouse, domestic partner or parent with a serious health condition or for the serious injury or illness of a qualifying service member must include (a) the date on which the serious health condition or serious injury or illness commenced; (b) the probable duration of the condition or injury or illness; (c) the health care provider's estimate

of the amount of time needed for family care; (d) the health care provider's assurance that the health care condition or injury or illness warrants the participation of the employee to provide family care; and (e) in the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

The medical certification for leave for the employee's own serious health condition must include (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; (c) a statement that, due to the serious health condition, the employee is unable to perform the essential functions of their position; and (d) in the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such a schedule. In addition, the certification may, at the employee's option, identify the nature of the serious health condition involved.

Failure to timely provide the required certification may result in the denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. Where the employee's need for leave due to the employee's own serious health condition, or the serious health condition of the employee's covered family member, lasts beyond a single leave year, the Company may require the employee to provide a new medical certification in each subsequent leave year. Any request for an extension of the leave also must be supported by an updated medical certification.

The Company uses DOL forms for use in obtaining medical certifications that satisfy the requirements of this policy. For military caregiver leave, we will accept either Invitational Travel Orders (ITOs) and Invitational Travel Authorizations (ITAs) in lieu of its medical certification form. Where leave is related to a covered veteran's serious injury or illness, the employee may also submit documentation of enrollment in Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

It is the employee's responsibility either to furnish a complete and sufficient certification

or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to the Company to support the employee's leave request.

Where permitted by law, if the Company has a good faith, objective reason to doubt the validity of the medical certification provided by the employee, we may require the employee to obtain a second opinion from a doctor of the Company's choosing at the Company's expense. If the employee's health care provider providing the original certification and the doctor providing the second opinion do not agree, we may require a third opinion, also at the Company's expense, performed by a mutually agreeable doctor who will make a final determination. It is the employee's responsibility to furnish their health care provider with the necessary authorization for the disclosure of medical information to the doctor(s) who will provide the second and third opinions. If the employee fails to provide the necessary authorization, the request for leave may be denied, in accordance with applicable law.

**Designation of Protected Leave:** Once the Company has enough information to determine whether the leave is FMLA-qualifying, the Company will inform the employee if leave will be designated as FMLA-protected and, if known at that time, the amount of leave that will be counted against the employee's leave entitlement. If it is determined that the leave is not protected, the Company will notify the employee.

**Recertification:** The employee taking leave because of their own serious medical condition, or the serious medical condition of a family member may be required, except in cases of military caregiver leave, to provide the Company with recertification at appropriate intervals. For purposes of recertification, the employer may request the same information as allowed by law for the original certification. As part of that request, the Company may provide the health care provider with a record of the employee's absence pattern to confirm whether such a pattern is consistent with the need for leave. The employee must provide the requested recertification within 15 calendar

days of such a request, unless it is not practicable to do so despite the employee's diligent, good faith efforts.

**Return to Work Certification:** Where the leave is for the employee's own serious health condition, the Company requires employee to provide medical certification that the employee is fit for duty and able to return to work. The Company may delay restoring the employee to employment or terminate the employee without such certificate.

**Leave's Effect on Reinstatement:** Employees timely returning from a leave covered under this policy are entitled to reinstatement to the same or equivalent position consistent with applicable law. The Company may deny reinstatement to employees who are among the highest paid ten percent (10%) of all employees employed by the Company within seventy-five (75) miles of the employees' worksite and whose reinstatement would cause substantial and grievous economic injury to the Company's operations. An employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. The Company will comply with all applicable laws pertaining to reinstatement of employees, including where required, the reasonable accommodation of employees who have been on an approved leave.

The Company complies with applicable family care, medical leave, and military family leave laws. Under the FMLA it is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA. If an employer has done so, an employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. If you have questions or would like further clarification about your rights under the FMLA or other types of leave, please contact the Human Resources department.

## **PROTECTED HEALTH INFORMATION**

The Company is committed to complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the statutory amendments made to HIPAA under the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA). The Company's EEO Officer is designated as the Company's Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that the Company maintains safeguards against the improper disclosures of an employee's medical information. For all non-routine disclosures of an individual employee's medical information, the Company will provide notice to the affected employee and obtain his/her consent before disclosure is made. The Company will document all disclosures of an

employee's medical information. Employees are instructed to direct any questions or complaints regarding medical information or the Company's policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

## **ADDENDUM - PLEASE REFER TO THE HUMAN RESOURCES PAGE ON THE ADVISOR**

### **Specific State Laws for Company Physical**

**Locations:** Addendum addresses state-specific policies. It is the Company's intention to follow and abide by all state and local laws; should you have any questions concerning the laws of a state other than where the Company has a physical location (which are covered by this Handbook), please contact Human Resources

# PAYROLL AND HOURS OF WORK

## TIME SHEETS

For payroll purposes, our workweek begins on Monday and ends the following Sunday. The Company keeps track of hours worked and PTO by the use of daily electronic time sheets. In addition to payroll purposes, the information provided on your time sheet is used to prepare current project reports, time analysis reports, health and safety numbers, client invoices, and the Company's financial statements. Therefore, your time sheet should be submitted daily to your supporting leader. If you are unable to turn in your time sheet (e.g., you are not reporting to the office that day), notify your supporting leader.

For hourly employees, when using other PTO (e.g., bereavement, jury duty), a notation should be provided in the "comments" section of your time sheet (e.g., the relationship of the deceased in cases of bereavement) to help ensure you are paid in accordance with the Company's policies. For salaried employees, when using PTO for bereavement or using jury duty, please add a notation in the comment section of your timesheet.

## OVERTIME

From time to time, you may be required to work longer than your regularly scheduled work hours. Overtime must be approved in advance by your supporting leader. Hourly employees will receive overtime pay (1.5 times your straight pay) for all hours worked in excess of 40 per week or as required by individual state laws. Holidays and time charged to inclement weather are considered as hours worked and are counted in determining if you are entitled to overtime. Please refer to the Holidays and Inclement Weather policies included in this Handbook for further information. For purposes of this policy, any other Paid Time Off (e.g., PTO, sick time as applicable in certain states, jury duty) is not considered as hours worked.

## DEDUCTIONS FROM WAGES

### PAYROLL TAXES

The Company is required by federal and state laws to make certain deductions from your

paycheck. This includes federal income tax, state income and unemployment tax, local tax (if applicable), Social Security and Medicare contributions (FICA), and state disability insurance (SDI). The amount of your deductions will depend on your earnings and the number of exemptions you list on your W-4 Form. You may update your tax profile at any time by logging on to your personal ADP portal. If you move out of state or take a new project in another state it is your responsibility to update your tax profile accordingly.

### REPORTABLE EARNINGS

In addition to your regular wages, the Company is required by IRS regulations to report and tax other benefits you receive from the Company. This includes, but is not limited to, the following benefits:

- Gift Certificates \$25 or higher
- Prizes
- Bonuses
- Wellness Reimbursements
- Relocation/Moving Expenses
- Third Party Sick (Disability) Pay
- Life Insurance > \$50,000
- Service Awards

Specific questions regarding taxation should be directed to your tax accountant or the IRS web site.

**Other Deductions:** Other amounts may be deducted from your paycheck in accordance with your benefit elections and/or your written authorization.

### PAYCHECKS

The Company paydays are biweekly (every other week). You will be paid every other Friday for the two-week period that ends the preceding Sunday. If a subsidiary company has a weekly payroll, then those employees will be paid every Friday for the previous one-week period that ends on Sunday. Your paycheck

will include payment for any hours for which you should be compensated (including overtime) provided that your hours are submitted before the payroll deadline. If a payday falls on a holiday, you will receive your pay in accordance with the payroll schedule. Any questions regarding your paycheck should be addressed to a member the Financial Services Payroll team.

### **PAYROLL ADVANCES**

The Company does not permit advances against paychecks.

### **DIRECT DEPOSIT**

It is mandatory for your paycheck to be directly deposited each payday unless prohibited by state law. You receive a statement itemizing your current and year-to-date earnings, as well as the bank account number(s) to which amounts were deposited. Your Account information adjustments are made on your employee portal in ADP.

Note that if you should leave the Company, your final earnings may be provided in a regular paycheck and may not be direct deposited in accordance with state laws.

### **ERRORS IN PAY**

You are responsible for viewing your paychecks for accuracy with every pay period. If you believe an error has been made, contact the Payroll or Human Resources team immediately. The Company will make any necessary corrections promptly. In situations where you may have been inadvertently overpaid or your wages seem inflated, you should contact the payroll team immediately. The Company will work with you on the repayment of the excess paid to you in error.

### **WORK SCHEDULE**

Working hours can vary depending on your job. Most staff work 8 to 10 hours per day. Our general business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Variations may exist from office to office. Individual work schedules must be approved in advance by your supporting leader to ensure that there is adequate staff available during general business hours to respond to our clients' needs. If you are a remote employee, you must

have a defined schedule that is agreed upon with your supporting leader.

### **EMERGENCY TRAVEL**

If you have completed your workday and are an hourly employee required to travel for a business-related emergency, you will be compensated at your current hourly wage for the travel time.

### **BREAKS**

The Company recognizes the need for periodic "rest break" periods which should not exceed fifteen (15) minutes each morning and afternoon. An established rest break period and a longer unpaid period for lunch will generally be scheduled by your supporting leader. If they are not, employees may set their own times for breaks but must notify their supporting leader prior to taking a break. Employees must record on their timecards their actual start and stop times for each rest break and lunch period, if applicable. Rest breaks of 15 minutes or less are paid, but lunch breaks are not. Your lunchtime of thirty (30) minutes or more is not considered as paid work time.

### **WAGE GARNISHMENTS**

The Company must comply with all writs of garnishment it receives. If we are required to withhold and pay a portion of your wages to a court or other agency, you will be notified before any deductions are taken from your paychecks.

### **LOCATION**

Any change to your proposed work location must be approved by your supporting leader and the Human Resource Director. New tax forms must be completed, and the employee must comply with city/county ordinances and state laws. The work site must be secure and safe and no in-person company business-related meetings will occur in a personal residence. The workspace will be secure and all proprietary information will be handled following the Company privacy and network policies.

### **OVERNIGHT TRAVEL**

If you are an hourly employee traveling on a work assignment that takes you away from home overnight, you will be compensated at

your current hourly wage for travel and delay time that occurs during your normal working hours, regardless of the day of the week. In addition, you will be compensated at your current hourly wage for travel and delay time that occurs outside your normal working hours, up to a maximum of five (5) hours each way. For example, if you typically work 8 a.m. to 5 p.m. and you travel from 4 p.m. to 11 p.m., you will be paid for one (1) hour of travel time during your normal working hours (4 p.m. to 5 p.m.) and five (5) hours of travel time outside your normal working hours (5 p.m. to 10 p.m.).

### **INCLEMENT WEATHER**

Occasionally, an office may close down, or field work may be canceled due to inclement weather or other unforeseen circumstances. Each office is responsible for making that decision in regard to employees in their area. Hourly employees who report for work without receiving advance notice that your services will not be required that day, will receive a minimum of two (2) hours of pay even if you do not work two (2) hours. If you work for two (2) or more hours, you will be paid for the hours actually worked. The hours charged to inclement weather will be counted as hours worked in determining if you are entitled to overtime pay that week.

### **ATTENDANCE**

You are expected to report to work on time and work until the end of your scheduled workday. Unsatisfactory attendance will adversely affect an employee's opportunity to be retained, promoted or receive pay increases. If you are going to be late or absent for any reason, you must personally telephone your supporting leader prior to and as far in

advance of your starting time as possible. It is your responsibility to ensure you provide proper notification to your supporting leader. If you are absent for more than one day, you must provide your supporting leader with a daily status report on your absence each day until you return to work. An excused absence occurs only when the Company approves an employee's request for legally mandated leave or for approved absence. The Company reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work.

If an employee is absent for three (3) consecutive days without notifying their supporting leader, or after notice but without approval of a legally mandated leave it will be treated as a resignation or job abandonment and employment will be automatically terminated.

Good attendance, being on time and honesty in connection with any absenteeism or tardiness which is unavoidable are essential to successful employment at the Company.

### **OTHER DEDUCTIONS**

If you separate from the Company prior to 6 months from the date of tuition payment or payment for your professional license, you will be responsible for reimbursing 100% of the cost. If separation occurs more than 6 months but within 18 months, you will reimburse fifty percent (50%) of the total amount paid. Sign on bonus repayment is detailed on your offer letter, which you can request from the Human Resource team. Damaged equipment, or items that are not returned upon separation of employment may also be deducted from final wages.

# REMOTE WORK

## TYPES OF REMOTE WORK

Remote work arrangements can range from fully remote, hybrid (few days in the office each week), and flexible. Remote work does not change the terms and conditions of employment with the Company. Examples of a flexible work arrangement include working from home during inclement weather, special projects, business travel, or for a personal reason.

## WORK HOURS AND TIME KEEPING

Employees working remotely must be accessible and perform work during their regularly scheduled work hours. Any changes to your work schedule should be discussed and coordinated with your manager. The Company expects the same level of productivity from remote work employees that is expected from employees at the workplace. Supporting leaders may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with employee in the alternate work location as needed to discuss work progress or other work-related issues. Remote work employees who are non-exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Company's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of your supporting leader. Failure to comply with this requirement may result in terminating remote work arrangement as well as disciplinary action up to and including termination of employment.

## HOME OFFICE

Your home office must be a safe and healthy work environment. It should be in a location free from distraction and appropriate for video meetings and phone calls. It must include a suitable work area, including a table or desk and chair. Sufficient clear space needs to be available to ensure you can work with a full range of movement and move without strain or injury. The Company does not provide home office furniture. No customers (current or prospective), or supplier partners should visit your home. The Company will provide

reasonable and customary office supplies (i.e. pens, paper, pencils, printer ink, etc.) for employees with a remote work arrangement. All office supplies provided by the Company must be returned immediately when employment ends. Employees with a remote work arrangement are responsible for all costs/fees for home utilities (water, electric, gas, etc.) the Company does not reimburse for home utility expenses. Remote work employees are expected to ensure the protection of confidential and proprietary business information. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job. You are expected to take reasonable precautions to protect company property in your home from theft, damage, or misuse.

## CARE OF OTHERS

Remote work arrangements are not a substitution for dependent care. The primary focus of your time should be on work. However, we understand that others may be present when you work from home. It is essential that you raise any challenges and openly communicate with your manager regarding remote work and personal needs, such as dependent care. Other options including use of PTO or a personal leave of absence may be available and a more appropriate solution for you.

## WHO IS ELIGIBLE?

Management, in coordination with Human Resources, will analyze the nature of a position and how the work is performed to approve, in the Company's sole discretion, whether a remote work arrangement is feasible for an individual. The Company may factor in both the position's job duties (i.e., whether there is need for face-to-face interactions, if it can be done independently, if it can be measured by quantitative or qualitative results-oriented standards, if it will not impact service quality or operations or increase workload for others), and the employee's performance (i.e., independent worker, self-motivated, flexible, demonstrated ability to work productively on their own; positive job performance without disciplinary actions). If approved, such

determination will be regularly reviewed to ensure continued alignment with business needs/requirements. The Company may end remote work arrangements at any time, with or without notice. Employees who are approved for remote work may be required to sign a remote work agreement with the Company, which does not guarantee remote work for a specific period of length of time.

The Company considers remote work (aka, telecommuting) to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote work is a work alternative that is appropriate for some employees and positions, but not all. No employee is entitled to or guaranteed the opportunity to remote work.

### **TECHNOLOGY RESOURCES**

The Company will provide the necessary technology for employees working remotely, which may include a laptop, monitor(s),

headset, keyboard, mouse, and printer. It is important to note employees receive only one technology set-up, which will be at your primary location. Your laptop will be your main technology when you are working in a location other than your primary location. All equipment and materials furnished by the Company are the Company's property, and the Company will maintain this equipment accordingly. The Company's equipment is to be used for business purposes only. Employees shall not use personal equipment to perform work. Reliable home internet/Wi-Fi is a requirement for all remote work arrangements. Internet connectivity must support video calls, document downloads, and other work-related tasks. The Company does not cover fees associated with home internet set up or recurring monthly or annual fees for internet service nor will it reimburse the cost of data usage on your smart phone.

# EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Employee Handbook dated: 1/1/25. I understand that this employee handbook replaces any and all prior verbal and written communications regarding The Atwell Family of Companies working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this Handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of Atwell Family of Companies.

I have read and understood the contents of this Handbook and will act in accordance with these policies and procedures as a condition of my employment with Atwell Family of Companies.

I understand that if I have questions or concerns at any time about the Handbook or the Standards of Conduct, I will consult my immediate supervisor, my supervisor's manager, the Human Resources staff, or the President for clarification.

I also acknowledge that the Handbook contains an employment-at-will provision that states:

- Either Atwell Family of Companies or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this Handbook, in any other Atwell Family of Companies documents, or in any verbal statements to the contrary; and
- That no one except the President can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the ordinary relationship, contract or agreement must be in writing, signed by the President, notarized, and in the employee file.

Finally, I understand that the contents of this Employee Handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the Employee Handbook may change at any time.

Employee Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_

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