



# EMPLOYEE HANDBOOK

## DIAZ GROUP HOLDINGS, LLC.

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We invite you to explore our values, culture, and the opportunities that await you at Diaz Group Holdings LLC. Welcome to the team!



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## Table of Contents

<b>YOUR EMPLOYEE HANDBOOK</b> .....	7
<b>WHAT DO WE DO</b> .....	7
<b>MISSION STATEMENT</b> .....	8
<b>VISION STATEMENT</b> .....	8
<b>CORE VALUES</b> .....	8
<i>Family Values</i> .....	9
<i>Great People</i> .....	9
<i>Progressive</i> .....	9
<b>THE COMPANY</b> .....	10
<b>HUMAN RESOURCES DEPARTMENT</b> .....	10
<b>DIVERSITY, DIVERSITY, EQUITY AND INCLUSION POLICY</b> .....	10
<b>CODE OF ETHICS</b> .....	10
<b>BUSINESS CONDUCT</b> .....	10
<b>INCIVILITY</b> .....	11
<b>AT-WILL STATEMENT</b> .....	11
<b>EQUAL EMPLOYMENT OPPORTUNITY</b> .....	12
<b>GRIEVANCE PROCEDURE</b> .....	12
<b>NON - DISCRIMINATORY AND ANTI - HARASSMENT POLICY</b> .....	12
<i>Complaint Procedure</i> .....	14
<b>ANTI-RETALIATION POLICY</b> .....	14
<b>CONFIDENTIALITY</b> .....	14
<b>EMERGENCY PREPAREDNESS AND RESPONSE PLAN</b> .....	14
<b>VIOLENCE PREVENTION</b> .....	15
<b>VIOLENCE &amp; WEAPON-FREE WORKPLACE</b> .....	15
<b>COMPLAINTS OF THREATS OR VIOLENT ACTS</b> .....	16
<b>INVESTIGATIONS</b> .....	16
<b>FINDINGS AND RECOMMENDATIONS</b> .....	16
<b>REMEDIAL ACTION</b> .....	16
<b>CONCEALED CARRY AND PROHIBITED WEAPONS</b> .....	16
<b>CONFIDENTIALITY</b> .....	16
<b>AMERICANS WITH DISABILITIES ACT (ADA) POLICY STATEMENT</b> .....	18



<b>RELIGIOUS ACCOMMODATION .....</b>	<b>18</b>
<b>EMPLOYMENT CLASSIFICATION POLICY AND EMPLOYMENT CATEGORY .....</b>	<b>18</b>
<b>NON-EMPLOYMENT CLASSIFICATIONS.....</b>	<b>19</b>
<b>FILLING OF VACANCIES.....</b>	<b>19</b>
<b>IMMIGRATION AND I-9 POLICY.....</b>	<b>19</b>
<b>PRE-EMPLOYMENT REQUIREMENTS.....</b>	<b>20</b>
<i>Pre-Employment Testing and Routine Compliance.....</i>	<i>20</i>
<i>Pre-employment Medical Testing.....</i>	<i>20</i>
<i>Testing of Current Employees.....</i>	<i>20</i>
<b>INTRODUCTORY EMPLOYMENT PERIOD .....</b>	<b>20</b>
<b>TRANSFERS AND PROMOTIONS .....</b>	<b>21</b>
<b>REHIRE .....</b>	<b>21</b>
<b>INTERNSHIP POLICY AND PROCEDURES .....</b>	<b>22</b>
<b>HYBRID WORK POLICY.....</b>	<b>22</b>
<b>CELL PHONE STIPEND .....</b>	<b>22</b>
<b>VOLUNTEERING.....</b>	<b>22</b>
<b>OUTSIDE EMPLOYMENT AND/OR AFFILIATIONS.....</b>	<b>22</b>
<b>RELATIONSHIPS IN THE WORKPLACE.....</b>	<b>23</b>
<b>WORK RELATIONSHIP.....</b>	<b>23</b>
<b>CONFLICT OF INTEREST .....</b>	<b>23</b>
<b>ELECTRONIC AND SAFETY .....</b>	<b>23</b>
<b>FOR MORE INFORMATION, PLEASE REFER TO THE ELECTRONIC AND SAFETY POLICY.....</b>	<b>24</b>
<b>ACCESS TO PERSONNEL RECORDS .....</b>	<b>24</b>
<b>OPERATIONS .....</b>	<b>24</b>
<i>Hours of Work .....</i>	<i>24</i>
<i>Time Record .....</i>	<i>25</i>
<i>Pay Schedule.....</i>	<i>25</i>
<i>Meal and Break Policy.....</i>	<i>25</i>
<b>GARNISHMENTS .....</b>	<b>26</b>
<b>COMPANY VEHICLES.....</b>	<b>26</b>
<b>DRIVER POLICY .....</b>	<b>26</b>
<b>COMMUNICATION.....</b>	<b>26</b>
<i>Channels of Communication .....</i>	<i>26</i>
<i>Open Door Policy .....</i>	<i>27</i>
<i>Ideas and Suggestions.....</i>	<i>27</i>
<i>Bulletin Boards.....</i>	<i>27</i>



<i>Social Media Guideline</i> .....	27
<b>COMPENSATION</b> .....	<b>27</b>
<i>Salary/Wages</i> .....	27
<i>Compensation Philosophy</i> .....	28
<i>Overtime Policy and Rates</i> .....	28
<i>Payroll Deductions</i> .....	28
<b>TRAVEL EXPENSE POLICY</b> .....	<b>29</b>
<b>BENEFITS</b> .....	<b>29</b>
<i>Retirement Savings Plan</i> .....	29
<i>Unlimited Vacation Time Off</i> .....	29
<i>Group Insurance</i> .....	29
<i>Consolidated Omnibus Budget Reconciliation Act (COBRA)</i> .....	30
<i>Employee Assistance Program</i> .....	30
<i>Employee Referral Bonus</i> .....	30
<b>TIME OFF</b> .....	<b>30</b>
<i>Holiday Policy</i> .....	30
<i>Sick Time</i> .....	31
<i>Bereavement</i> .....	32
<i>Jury Duty</i> .....	32
<i>Witness</i> .....	33
<i>Voting Time</i> .....	33
<b>TYPES OF LEAVES</b> .....	<b>33</b>
<i>Personal Leave</i> .....	33
<i>Family and Medical Leave Act (FMLA)</i> .....	33
<i>Military Leave</i> .....	33
<i>Emergency Arrangements</i> .....	34
<i>Furlough Policy</i> .....	34
<i>Victims Economic Security and Safety Act Leave (VESSA)</i> .....	34
<b>PROFESSIONAL DEVELOPMENT PLAN</b> .....	<b>34</b>
<i>Job Description</i> .....	35
<i>Performance Evaluation</i> .....	35
<b>ARREST, INDICTMENT, OR CONVICTION</b> .....	<b>35</b>
<b>DRUG AND ALCOHOL POLICY</b> .....	<b>35</b>
<i>Alcohol Policy</i> .....	36
<i>Illegal Drugs</i> .....	36
<i>Cannabis Policy</i> .....	36
<i>Conviction of a Drug-Related Offense</i> .....	36
<b>SMOKE FREE WORKPLACE</b> .....	<b>37</b>
<b>GAMBLING</b> .....	<b>37</b>
<b>ATTENDANCE AND TARDINESS STANDARDS</b> .....	<b>37</b>



Exception .....	37
Notice of Absence and/or Tardiness.....	37
Excessive Absenteeism and Tardiness Guidelines.....	38
No Call No Show .....	38
<b>UNIFORM POLICY.....</b>	<b>38</b>
Acceptable.....	38
Unacceptable .....	38
<b>EFFICIENCY/GOOD HOUSEKEEPING.....</b>	<b>39</b>
<b>EMPLOYEE CHILDREN IN THE WORKPLACE.....</b>	<b>39</b>
<b>DISTRIBUTION AND SOLICITATION .....</b>	<b>39</b>
<b>TIPS AND GRATUITIES.....</b>	<b>39</b>
<b>THEFT AND LOSS .....</b>	<b>40</b>
Removal of the Company Property .....	40
<b>COVID-19 MITIGATION &amp; MANAGEMENT.....</b>	<b>40</b>
<b>SAFETY AND HEALTH .....</b>	<b>41</b>
Safety Committee .....	41
Work Accidents and Incidents.....	41
Worker’s Compensation .....	41
Employee’s Responsibilities .....	41
Work Injury Process and Procedure.....	42
Eligibility.....	42
Medical Treatment.....	42
<b>LEAVING THE ORGANIZATION .....</b>	<b>42</b>
Voluntary Separation/Resignation .....	42
Involuntary Separation of Employment .....	43
Turning Equipment at Separation .....	43
Reduction-In-Force (RIF) .....	43
<b>SEPARATION OF EMPLOYMENT POLICY .....</b>	<b>44</b>
Retirement .....	44
Exit Interview .....	44
Final Paycheck .....	44
References after Separation of Employment.....	44
Unemployment Compensation Claims Process.....	44
<b>LAWS AND REGULATIONS.....</b>	<b>45</b>
Legal Questions .....	45
<b>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) .....</b>	<b>45</b>
<b>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) .....</b>	<b>46</b>
<b>AFFORDABLE CARE ACT (ACA) POLICY AND PROCEDURE .....</b>	<b>46</b>
<b>THE ILLINOIS SCHOOL VISITATION RIGHTS ACT .....</b>	<b>46</b>



**EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM WAR .....47**  
**HUMAN IMMUNODEFICIENCY VIRUS (HIV) /ACQUIRED IMMUNE DEFICIENCY SYNDROME**  
**(AIDS) IN THE WORKPLACE.....47**  
**APPENDIX A-FAMILY AND MEDICAL LEAVE ACT (FMLA) .....48**  
**APPENDIX B-EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER FMLA.....48**  
**EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT .....50**



## **Your Employee Handbook**

The Diaz Group Holdings, LLC (“Company”) Employee Handbook applies to all Company full-time, seasonal, and part-time employees; it does not apply to vendor-based temporary workers or independent contractors. It is the employee’s responsibility to read and understand this entire Employee Handbook, comply with its content, and seek clarification if needed. This Employee Handbook does not address every aspect of employment with the Company, and supersedes all previously issued policies, procedures, and handbooks.

Due to the changing business climate, the Company reserves the right to change, modify, add, suspend, supplement, interpret, or discontinue any of its policies, procedures, practices, work rules, or benefits that are stated in this Employee Handbook as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to the Employee Handbook as they occur in a manner defined solely by the Company as appropriate. The only exception to any changes is the Company At-Will Policy permitting the employee or the Company to end the employment relationship for any reason at any time, not expressly prohibited by law.

Many of the guidelines and benefits contained in this Employee Handbook have been summarized from policy statements, insurance contracts, and legal plan documents. Should there be a difference between the contents of this Employee Handbook and the contents of any current plan document, summary plan description, policy or contract, then the current plan document or contract will prevail. When questions arise that are not answered in this Employee Handbook, the employee should contact *his/her* supervisor for assistance.

This Employee Handbook is not a contract. Accordingly, it should not be interpreted to create any expressed or implied contract between the Company and any employee. It is expressly stated, and should be understood by all employees, that the contents of this Employee Handbook do not constitute the terms of an employment contract, and do not create any promise or assurance of continued employment in the future. It is also stated that isolated inaccuracies contained in this Employee Handbook do not invalidate the remaining content within this document or the Employee Handbook in its entirety.

Employment with the Company is on an “at-will” basis. This means that the employment relationship is for an unspecified period and may be separated at-will at any time, either by the employee or the Company for no reason or for any reason not expressly prohibited by law. This at-will employment relationship includes the right to discipline, demote, or transfer an employee with or without advance notice. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period or to make an agreement for employment other than at-will. Only the Company President has the authority to make any such agreement and then only in writing. This represents an integrated agreement with respect to the at-will nature of the employment relationship. Any verbal or written representations to the contrary are invalid and should not be relied upon by anyone.

In addition to this version of the Employee Handbook, the Company has also published a Spanish-translated version as a courtesy. While the goal of that translation process is to ensure complete interpretive accuracy, the Company acknowledges the possibility that imprecise terminology due to language differences (e.g., idioms, abbreviations, colloquial phrases) may exist. Accordingly, the Company requests those employees who rely on the Spanish-translated version, seek clarification from a manager whenever they are confronted by any ambiguous content presented in the Employee Handbook. If any real or perceived inconsistency or imprecise language is found in the Employee Handbook, the English version of the Company Employee Handbook will be viewed as the primary source and dictate content, intent, and interpretation.

## **What Do We Do**

The Company is a leader in commercial, retail, and industrial grounds management for the Midwest area with over 100 years of combined experience and a staff trained in:



- **Landscape Design & Build Services:** We provide one of the industry’s top landscape enhancement services in the Midwest. Our team is ready to make your landscaping and hardscaping dreams a reality. We create an attention-grabbing curb appeal that draws the public to our clients’ properties. We tailor our landscape and hardscape design and installation services to our customers’ individual requirements and desires.
- **Landscape Maintenance:** We provide complete lawn care maintenance for commercial sites throughout the Midwest. We create a consistent experience for the public by ensuring that our customers’ green spaces are always on brand.
- **Snow and Ice Management:** We provide safety for the customers, employees, and public who frequent our customers’ locations, delivering timely and professional services according to each customer’s respective tolerances and expectations. A program of specific services, equipment, and materials can be tailored to suit the customer’s needs.
- **Facility Management and Other Services:** We provide facility management and other services, providing our customers peace of mind when addressing interior and exterior needs. By providing a well-rounded scope of services, our customers avoid managing multiple vendors. Clients work with one Account Manager to handle all their facility requirements. If you need a service not listed, just ask—we’ll make every effort to meet your needs.

The Company builds people and nurtures families as we strive to build a better community. We give our clients peace of mind knowing that their ground management needs are in competent hands.

### **Mission Statement**

The Company delivers Professional Grounds Maintenance products and services at a level that gives customers peace of mind. We grow and connect communities by adhering to our values, helping our people grow as individuals, and helping other businesses grow. We provide customers with the best, easiest, and simplest solution for their needs. We provide honest and reliable work and strive to maintain a high standard of satisfaction. We create long-lasting, family-like relationships with every new customer because their loyalty drives us to improve our Company for their needs. The Company strives to provide accountability and a family-first way of conducting business that will not be found anywhere else.

### **Vision Statement**

The Company’s vision is to build people, connect communities, and impact families across the country by being a top-ranked national grounds management provider for our customers. We will expand to meet new clients in new markets with new technology in the Chicagoland area and beyond. Furthermore, we will continue to honor the familiar care afforded to our customers and the learning culture that encourages our employees to succeed personally.

### **Core Values**

The Company’s diversity initiatives are applicable, but not limited to our Core Values, practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity equity that encourages and enforces:

- Respectful communication and cooperation between all employees.



- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

#### *Family Values*

- *Protective*: We protect what we love, our Company, our team and our mission.
- *Supportive*: We support one another no matter the situation
- *Transparent*: We are honest and open to good and bad things. Open with each other on our strengths and weaknesses. We let each other know when we see positive and negative actions, remarks, and intentions.
- *Collaborative*: We take a moment to see other people's perspective, then we find a way to work alongside each other for the maximum result.
- *Tribal*: We believe in one another.
- *Diverse*: We love the melting pot. Where we believe that different cultures bring a special sauce to our lives.
- *Inclusive*: We never discriminate.

#### *Great People*

- *Student always*: We never stop learning. Look for things to learn every day, listen to people's ideas.
- *Respectful*: We will respect people's times, opinions, and points of view. We respect ourselves.
- *Servant Mentality*: Will always be willing to help one another.
- *Optimistic*: We will have a progressive view of the future. We don't fall into the blame game, or other external factors. We believe in ourselves and our mission.

#### *Progressive*

- *Expansion*: Always thinking about how to move forward into new services, partners, and territories.
- *Improvement*: We will never be satisfied with what we have now, there is always room for improvement
- *Evolutionary*: We evolve with what comes our way and thrive in adversity.
- *Forward*: Do not get stuck in the past; we adjust as we go.
- *Community Minded*: We build partnerships, build relationships, and offer everyone the warmth of our Company. We are involved in giving back and helping the ones in need and set a path for organizations to follow.

All employees of the Company have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events. All employees are also required to attend and complete diversity training upon hire, via the New Hire Orientation, to enhance their knowledge to fulfill this responsibility.

We are committed to providing equal opportunities for all employees; there will be no tolerance of discrimination and harassment in the work environment. There will be appropriate disciplinary action against any employees who go against our Core Value Initiatives.

Our approach upon diversity inclusion is simple; it is to embrace everyone equally. All employees are encouraged to bring their best selves to work and to support all employees in creating a more inclusive workspace and world.



## **The Company**

The Company was founded in November 2006 by Rafael Diaz and Ruben Diaz Jr with one goal in mind: to provide exceptional service to all of our Midwest area customers.

The Company is an MBE and DBE-certified business with the capability to develop and maintain grounds of any size. The Company is a leader in landscape services for the Midwest area with 30 years of experience and a group of leaders & staff members committed to quality workmanship and remarkable customer service.

## **Human Resources Department**

The Human Resources Department acts as an information center for all employees. This department plays an important part in formulating and interpreting the Company policies and offers help with a variety of problems and matters that concern employees. Our Human Resources department is available to discuss subjects such as employment/recruitment, benefits, employee records, safety, and disciplinary actions.

The Human Resources Department is located at 12345 South Marshfield Calumet Park, Illinois, and is open Monday through Friday, 8:00a.m. to 4:30p.m. Appointments may be arranged for other times. Human Resources can be reached at [hr@diazgroupllc.com](mailto:hr@diazgroupllc.com)

## **Diversity, Diversity, Equity and Inclusion Policy**

The Company is committed to fostering, cultivating, and preserving a culture of diversity, equity, and inclusion. The Company believes that the diversity of our community is a fundamental strength to our region; our mission is best fulfilled when we embrace diversity as a value and a practice. We maintain that achieving diversity requires an enduring commitment to inclusion that must find full expression in our organizational culture, values, norms, and behaviors.

## **Code of Ethics**

In addition to the above behavioral traits' employees are expected to:

- Act honestly, truthfully and with integrity in all our transactions and dealings;
- Avoid conflicts of interest;
- Report and appropriately address actual or apparent conflicts of interest in our relationships;
- Treat every individual with dignity and respect;
- Treat our employees with respect, fairness and good faith; providing conditions of employment that safeguard their rights and welfare;
- Provide quality care and promote excellent customer service;
- Be a good corporate citizen;
- Act responsibly toward the communities in which we work and for the benefit of the communities that we serve;
- Be responsible, transparent and accountable for all actions; improving the accountability, transparency, ethical conduct and effectiveness of the nonprofit field;
- Ensure the operations, activities, and business affairs of the organization, its employees, and those we serve are kept confidential.

## **Business Conduct**

The Company requires that all employees assist in contributing to a harmonious team-oriented environment where mutual respect is fostered.

It is impossible to identify all types of conduct or behavior that are inappropriate, but we have set forth some of the most common types of unacceptable behavior below. Where an employee engages in



inappropriate or unacceptable behavior, the Company will determine what type of discipline will be imposed.

Some examples of conduct that may result in discipline, up to and including separation include:

- Supplying false or misleading information when applying for employment or at any time during your employment;
- Altering or falsifying the Company documents or participant's records;
- Misusing confidential information of the Company or its departments that violates confidentiality, privacy, and security laws/policies;
- Theft or unlawful possession of stolen, lost, or mislaid the Company property or property of the Company's departments including but not limited to policies and procedures, software, equipment, or documents;
- Refusing or failing to perform assigned work or to follow a supervisor's instructions or committing any other act of insubordination;
- Violating the Non -Discrimination and Anti-Harassment Policy;
- Violating Technology Policy;
- Violating the Company policies such as Security of Information and Social Media Policies, etc.
- Violating the Drug and Alcohol Policy;
- Inappropriately representing the Company causing defemination of any kind;
- Uttering, publishing, or distributing false, disparaging, or malicious statements concerning the Company, its departments, or its employees;
- Inappropriately using or sharing confidential information of the Company's its employees;
- Using derogatory language;
- Engaging in any act of discourteous conduct, using abusive language, profanity, rudeness, or similar acts;
- Causing disruption to the Company operations;
- Displaying negligence or carelessness;
- Soliciting or receiving gratuities or gifts related to employment;
- Misusing any of the Company benefits;
- Misusing any issued equipment and materials;
- Failure to give adequate notice of inability to report to work;
- Sleeping while on duty;
- No-call/no shows, excessive tardiness and/or absenteeism; or
- Misappropriation of the Company funds or property.

### **Incivility**

Refers to gossip, rumors, rudeness, hearsay, false accusations or talk of a personal, sensational, or intimate nature.

The Company does not tolerate incivility in the workplace. It is inappropriate for employees to engage, fabricate, be rude, or create distractions to operations by slandering the persona or character of an employee, participant, and/or guests. This can cause conflict, disrupt productivity, and bring unnecessary pain and hardship to the individual affected by this course of action. Employees engaging in this type of behavior will be subjected to disciplinary action up to and including separation.

### **At-Will Statement**

Employment with the Company is on an "at-will" basis. This means the employment relationship is for an unspecified period and may be separated at any time, either by the employee or the Company for no reason or for any reason not expressly prohibited by law. This at-will employment relationship includes the right to discipline, demote, or transfer an employee with or without advance notice. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period or to make an agreement for employment other than at-will. Only the Company



President has the authority to make any such agreement and then only in writing. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

This at-will employment relationship exists regardless of any written statements or policies contained in this Employee Handbook or any other Company documents, or any verbal statement to the contrary.

### **Equal Employment Opportunity**

Per federal and Illinois state law, the Company prohibits actual or perceived discrimination against any qualified job applicant or qualified employee on the basis of gender, race, color, religion, sex, national origin, age, physical disability, mental disability, medical condition, transgender status, gender, gender identity, gender identification and gender expression, sexual orientation, ancestry, marital status, order of protection status, military status, pregnancy, veteran status, unfavorable discharge from military service, genetic information, gender violence, or any other protected class in accordance with all applicable federal, state and local laws. These employment practices include hiring, transfer, recruitment, placement, promotion, demotion, discipline, layoff, compensation, benefits, training, termination, and any other terms, conditions, and privileges of employment. To provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of any member of the Company Management Team (e.g., Vice President, Construction Manager, Human Resources), with whom the employee is comfortable. If the employee does not feel comfortable addressing such issues with the Management Team, the employee must submit a written complaint to Human Resources directly or initiate the Grievance Process which is presented on Page 14 of this Employee Handbook.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be in violation of the Non-discrimination policy will be subject to disciplinary action up to, and including, termination of employment.

### **Grievance Procedure**

At the Company, we understand that occasional problems or complaints may arise, affecting employees' work-related activities. It is important to solve these problems promptly and effectively to maintain a harmonious and productive work environment. It is the Company's view that most problems can be resolved through informal discussions between the employee and their supervisor. If the employee is not satisfied with the outcome, the employee may wish to reach out to a higher level of management for further guidance. For this reason, the Company has a detailed policy procedure outlining the process of filing a complaint and seeking resolutions.

For further information, please refer to the Grievance Policy.

### **Non - Discriminatory and Anti - Harassment Policy**

The Company is committed to maintaining a work environment that is free of discrimination and harassment. In keeping with this commitment, Diaz Group will not tolerate discrimination against or harassment of its employees by anyone, including any supervisor, coworker, vendor, grantee, contractor, subcontractors, or other regular visitor to the Company. Violation of this policy shall be considered grounds for disciplinary action up to and including termination.

This policy applies to all employees, including supervisory and non-supervisory employees. Supervisors at all levels are required to ensure to the best of their ability that this policy is carried out.

***Discrimination*** consists of employment actions taken against an individual based on a characteristic protected by law, such as sex, race, color, ancestry, national origin, citizenship



status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. In other words, discrimination occurs when an individual is treated differently or unequally because the individual is a member of a protected group.

**Harassment** consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status such as sex, race, color, ancestry, national origin, citizenship status, religion, age, disability, marital status, sexual orientation, gender identity, pregnancy, military or veteran status, genetic information, order of protection status, or any other category protected by applicable law. Diaz Group will not tolerate harassing conduct that affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment.

**Bullying** is defined as repeated, health-harming mistreatment of one or more people by one or more perpetrators. It is abusive conduct that includes:

- Threatening, humiliating, or intimidating behaviors.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse.

Examples of forms of bullying are:

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

**Sexual harassment** is defined as "any (i) unwelcome sexual advances or unwelcome conduct of a sexual nature; or (ii) requests for sexual favors or conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or (2) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual, or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment; or (iii) sexual misconduct, which means any behavior of a sexual nature which also involves coercion, abuse of authority, or misuse of an individual's employment position."

Sexual harassment, as defined above, may include but is not limited to:

1. Uninvited sex-oriented verbal "kidding" or demeaning sexual innuendos, leers, gestures, teasing, sexually explicit or obscene jokes, remarks, or questions of a sexual nature;
2. Graphic or suggestive comments about an individual's dress or body;
3. Displaying sexually explicit objects, photographs, video/audio, or drawings;
4. Unwelcome touching, such as patting, pinching, or constant brushing against another person's body;
5. Suggesting or demanding sexual involvement of another employee whether such suggestion or demand is accompanied by implicit or explicit threats concerning one's employment status or similar personal concerns.

Sexual harassment can be physical and psychological in nature. An aggregation of incidents can constitute harassment even if one of the incidents considered on its own would not be harassing.



### Complaint Procedure

An employee who believes that they have been subjected to sexual or other types of harassment or discrimination by anyone, including any supervisor, coworker, vendor, grantee, contractor, subcontractors, or other regular visitor of the Company, or who has witnessed harassment or discrimination take place must immediately notify their manager, a member of leadership, or any member of the Human Resources Department, in writing.

Diaz Group will promptly investigate all complaints and take all reasonable actions to resolve the matter. These efforts may include, but are not limited to, interviewing the complainant and/or the accused harasser/discriminator to discuss the complaint in the results of the investigation. The right to confidentiality, both complainant and the accused, will be respected consistent with Diaz Group's legal obligations and with the necessity to investigate allegations of misconduct and to take corrective action when this conduct has occurred.

Managers and supervisors must act expeditiously and fairly when they have any knowledge of sexual harassment within their departments, whether there has been a written or formal complaint. They must:

1. Take all complaints or concerns of alleged or possible harassment seriously no matter how minor or who is involved.
2. Report all incidents of possible harassment which they observe, or which are reported to them by another employee, to HR immediately so that a prompt investigation can occur.
3. Take any action to prevent retaliation or prohibited conduct from recurring as determined to be appropriate and authorized by HR and other leadership following an investigation.
4. Keep all information confidential to protect both the complainant and the accused.

### **Anti-Retaliation Policy**

Diaz Group will not tolerate any form of retaliation against an employee who reports sexual harassment or discrimination or participates in an investigation. Any employee who retaliates against another person for exercising their rights under this policy shall be subject to discipline, up to and including separation. If any employee believes that they are being retaliated against for reporting any harassment or discrimination, they must notify a manager or HR.

### **Confidentiality**

All complaints and investigations are treated confidentially to the extent possible and information is disclosed strictly on a need-to-know basis in order to complete the investigation. The identity of the complainant typically must be revealed to the parties involved during the investigation, but the Human Resources department takes adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to any form of harassment or discrimination complaint or investigation is maintained in secure files within the HR department.

For further information, please refer to the Non-Discrimination and Anti-Harassment Policy.

### **Emergency Preparedness and Response Plan**

To ensure the protection and safety of employees and facility property, this plan has been developed by the Company. Each employee has a duty to perform in the event of an emergency. Each supervisor must explain to their employees their individual roles in the plan. A copy of the emergency plan has been made available to each department. It is your responsibility to familiarize yourself with the plan from time to time.



## **Violence Prevention**

It is the policy of the Company to actively mitigate any safety risks to employees. The Company is committed to providing a workplace that is as free as possible from intimidation, threats of violence and acts of violence. The Company prohibits acts or threats of acts of violence, against staff, co-workers, or any other person who is either on the Company sites or has contact with the Company staff in the course of their duties.

Intimidation, threats or acts of violence by the Company staff or others will not be tolerated. Any staff or non-staff exhibiting violent behavior may be subject to criminal prosecution and staff shall be subject to disciplinary action, up to and including separation of employment. The Company will investigate any complaints filed in violation of this policy. The Company provides training to all Company employees in order to promote and ensure the safety of the Company employees

## **Violence & Weapon-Free Workplace**

The Company does not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities. This list of behaviors provides examples of conduct that is prohibited:

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

To ensure that the Company maintains a safe workplace that is free of violence for all employees, the Company prohibits the possession or use of dangerous weapons on the Company property. A license to carry the weapon does not supersede the Company policy. Any employee in violation of this policy will be subject to prompt disciplinary action, up to, and including separation. All employees are subject to this provision.

The "Company property" is defined as all Company owned or leased buildings and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Company's ownership or control. This policy applies to all Company owned or leased vehicles, and all vehicles that come onto the Company property.

"Dangerous weapons" include, but are not limited to, firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

The Company reserves the right at any time, whenever there is reasonable suspicion, to search all of the Company owned or leased vehicles, packages, containers, briefcases, purses, lockers, desks, and any persons entering its property, for the purpose of determining whether any weapon has been brought onto its property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including separation.

It is the policy of the Company to expressly prohibit acts or threats of violence by any employee against anyone in or about the Company facilities. Acts of violence will not be tolerated. Any instance of violence must be reported immediately to the employee's supervisor, and/or Human Resources. The department manager or VP of Human Resources will notify Executive Management of all allegations or incidents of



violence. All complaints will be fully investigated. The Company will promptly respond to any incident or suggestion of violence.

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

### **Complaints of Threats or Violent Acts**

Complaints of threats of violence or actual incidents of violence should be communicated to the Manager of the individual making the complaint. The recipient of the complaint shall document the date and substance of the complaint and notify Human Resources immediately. In some cases, the person complaining may maintain anonymity during all or part of an investigation, at the sole discretion of those investigating and resolving the complaint.

### **Investigations**

Within twenty-four (24) hours after receiving a complaint, Human Resources will begin resolving the complaint formally or refer it for investigation. Information about the investigation will be furnished only to those legally entitled to receive it. In addition, the Company may authorize administrative leave for the individual being investigated. All necessary measures will be taken to prevent any retaliation against the employee making the complaint.

### **Findings and Recommendations**

Promptly upon completing an investigation, Human Resources will notify the individual who is the subject of the investigation, the Company President, and the appropriate Manager of the findings and recommendation.

### **Remedial Action**

The Company President shall make the final decision regarding remedial action. The Manager of the individual who is the subject of the investigation has direct responsibility for implementing and overseeing the remedial action. Remedial action may include counseling, transferring the employee, providing administrative leave without pay, or discipline, up to and including termination, depending upon the severity of the threats made or acts committed.

### **Concealed Carry and Prohibited Weapons**

The Company is committed to a safe and secure work environment for all of its employees. The purpose of this policy is to establish restrictions on the concealed carry of firearms and weapons as well as possession and storage on the Company property. Appropriate signage at the entrance of the buildings mark the Company as a safe work environment.

This policy applies to all employees and guests. The Company maintains a weapon-free workplace, therefore anyone who has gone through the process of obtaining a concealed carry permit is not allowed to have a firearm on the Company property, or when conducting work in the field. Any violation of this policy will result in immediate disciplinary action, up to and including employee separation.

### **Confidentiality**

All employees must treat any information relating to the Company business and any of its activities, projects, or clients as confidential, and not divulge any of this information to outside parties, including family and friends, without the prior written consent of the Company President. All such information must be kept completely confidential during and after employment with the Company. In keeping with this position, prospective and current employees may be required to sign the Employee Confidentiality, Non-Disclosure, and Non-Solicitation Agreement. The following examples are intended to serve as a guide to the types of such information and material:

- No unauthorized disclosure of “business secrets” or other confidential information.



- Misuse or unauthorized disclosure of confidential information not otherwise available to persons or firms outside the Company.
- Do not disclose confidential financial data, or other nonpublic proprietary Company information. Do not share confidential information regarding business partners, vendors or customers.
- Matters of a business nature such as information about trade secrets or proprietary information including, but not limited to, business plans, projects or proposals, disbursements, costs, delivery volumes, contracts and forms, financial statements, pricing, profits, markets, client lists, all data regarding clients, mailing lists, designs, drawings, models, plans, plans for future expansion or business development, or any other writings or drawings that may contain proprietary information.
- Matters of a non-public, technical nature such as manner of operations, processes, Company reports, computer programs, software and supporting documentation, security codes, training programs, procedure manuals, and related methods or technologies.
- Information pertaining to any services or products and the results of all such services or products provided to the Company's clients.
- Any information, which if, disclosed, could adversely affect the Company's business.

Some Company employees will, by virtue of their specific job responsibilities, have access to personnel information that the Company considers to be confidential. This information includes but is not limited to, the following:

- Information related to another employee's compensation and pay increases or decreases;
- Performance evaluations;
- Information regarding any complaints filed against any other employee;
- Information regarding any discipline imposed on another employee; and
- Information related to another employee's separation from employment.

The Company employees falling into this context must take all steps necessary to ensure that confidential personnel information, and paperwork containing confidential personnel information, is not provided to other employees or to third parties, except when disclosure is necessary to fulfill the employee's duties. This policy does not restrict the Company employees from exercising their right to communicate about the terms and conditions of their own employment.

Nothing in this policy is intended to prohibit employees from discussing among themselves or with non-employees their wages, hours, conditions of employment, or their treatment by the Company, and does not prohibit communicating with the public about a labor dispute or a protest about the Company's terms and conditions of employment.

Each employee, as a condition of his or her at-will employment with the Company, has a duty to maintain the secrecy of all confidential information which may be disclosed to or learned by the employee in his or her work. As such, employees must not use or disclose confidential information for impermissible purposes. Each employee agrees not to use or disclose any Company or client confidential information outside of his or her work at the Company, and this non-disclosure obligation continues after the termination of his or her employment with the Company, so long as such confidential and proprietary information has not become, by legitimate means, generally known to the public.

Each employee agrees that all confidential information (regardless of source), including computer data and documentation (and all copies of such information), is and will remain the property of the Company. Each employee agrees that, at the termination of his or her at-will employment, or at the request of the Company, the employee will immediately deliver all materials (and copies of such materials) that contain or relate to any confidential information.



## **Americans with Disabilities Act (ADA) Policy Statement**

The Company strongly supports the policies of the Americans with Disabilities Act (1990), and its amendments, and is completely committed to treating all applicants, and employees with disabilities in accordance with the requirements of the federal law. The Company judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all people capable of performing successfully in the Company's positions. The Company will provide reasonable accommodations to any persons with disabilities who require such accommodations and urges employees and applicants who may be disabled and require accommodations to advise the Company of their needs for accommodation. All such requests for accommodation should be directed to Human Resources and will be handled with the utmost discretion.

In the case of a medical disability, the employee may be required to provide medical documentation establishing the existence of a disability, any job-related restrictions and the estimated length of time for which accommodation is needed. The Company will keep all medical information confidential to the greatest extent practicable.

Any employee who believes they have been denied reasonable accommodation should promptly notify their immediate supervisor pursuant to the grievance procedure listed in this handbook.

For more information, reference the Americans with Disabilities Act Policy.

## **Religious Accommodation**

An employee whose religious beliefs or practices conflict with their job, work schedule, or with the Company's policy or practice on dress and appearance, or with other aspects of employment, and who seeks a religious accommodation must submit a written request for the accommodation to their immediate supervisor and the Human Resources Department. The written request will include the type of religious conflict that exists and the employee's suggested accommodation.

## **Employment Classification Policy and Employment Category**

The federal Fair Labor Standards Act (FLSA) defines eligibility for overtime payments. Based on the nature of an employee's work, they may be exempt or non-exempt from the overtime provision. Nonexempt employees are those who are covered by FLSA minimum wage, and overtime pay provisions. FLSA requires that overtime must be paid at a rate of 1½ times a non-exempt employee's regular rate of pay for each hour worked over 40 hours in a work week. FLSA does not require that overtime be paid for hours worked in excess of eight (8) hours per regular scheduled workday or on weekends or holidays. Every employee is classified appropriately for the purpose of determining uniform standards for benefits, conditions of employment, and compliance with applicable wage, and hour laws.

- Regular full-time exempt employees are not on temporary status and are regularly scheduled to work the Company's full-time schedule. These are employees who are scheduled to work a minimum of 32 hours per week from Monday to Saturday. Generally, they are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefit program.
- Regular full-time non-exempt employees are not on temporary status and are regularly scheduled to work the Company's full-time schedule. These are employees who are scheduled to work a minimum of 35 hours per week from Monday to Saturday. Generally, they are eligible for the full benefits package, subject to terms, conditions, and limitations of each benefit program.
- Regular part-time non-exempt employees are not on temporary status and are regularly scheduled to work less than the full-time schedule but can be scheduled to work anywhere from 0 to 28 hours per week from Monday to Saturday. Regular part-time employees can occasionally exceed the minimum hour requirement due to the needs of the department/Company. Regular



part-time employees are eligible for some of the benefits offered by the Company, subject to terms, conditions, and limitations of each benefit program.

- Temporary employees are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and are temporarily scheduled to work the Company's full-time or part-time schedule for a limited duration, not to exceed six months. This position is not benefit eligible. Employment beyond any initially stated period does not in any way imply a change in employment status or eligibility for Company benefits.

### **Non-Employment Classifications**

- Interns, Volunteers, Contractors/Consultants and the Company Guests: Individuals who are helping the Company achieve its mission by volunteering their time, or through their normal course of business, interacting with the Company individuals.

Each employee will be informed by Human Resources at the time of hire whether the employee is exempt or nonexempt from the minimum wage, and overtime provisions of the Fair Labor Standards Act (FLSA). If an employee changes positions during their employment as a result of a promotion, transfer or otherwise, they will be informed by Human Resources of any changes in exemption status. These classifications do not guarantee employment for any specified period. The right to terminate the employment relationship at-will at any time is retained by both the employee and the Company.

The Company conducts an employee selection process to identify the most qualified applicants for open positions. The Company offers services to a largely Spanish-speaking community; therefore, the majority of candidates considered are preferred to be Bilingual in English and Spanish, though this is not a requirement for all positions. . The Human Resources Department works with the President/CEO, and COO to determine personnel needs and recruitment strategies.

For more information, reference our Hiring Policy.

### **Filling of Vacancies**

The Company will fill positions through the most effective methods of recruitment (both internal and external), examination, selection, and placement. Every attempt will be made to fill vacant positions first through internal promotion. The Company, however, reserves the right to waive the posting of any position based on operational needs and may fill any position by the employment of a qualified external candidate, demotion, transfer or Reduction-In-Force (RIF).

Positions that become vacant will be posted in accordance with the Company policy. Current employees who wish to be considered for a vacancy must apply online and notify their immediate manager of their interest in another *open* position within the Company.

Only the Human Resources Department is authorized to extend verbal or written offers of employment. New hires and promoted or transferred employees are not authorized to begin work until all appropriate documents have been processed by the Human Resources Department.

Employees are eligible to apply for an internal position in accordance with the Company policy. For further information reference Hiring Policy and Procedure.

### **Immigration and I-9 Policy**

The U.S. Department of Homeland Security requires that all employees provide proof that they are qualified to work in the United States. Upon hiring, all employees will be asked to complete a USCIS I-9 form and provide appropriate documentation of their immigration status. The Company reserves the right to deny employment to anyone who cannot provide required documents within the required timeframe and/or to terminate an employee if it finds that the information submitted was falsified.



## **Pre-Employment Requirements**

### **Pre-Employment Testing and Routine Compliance**

Specific roles within the Company will necessitate regular health and medical assessments due to job requirements. This protocol will be clearly communicated to employees upon their initial hiring and reiterated throughout their tenure with the Company.

Employees may be required to undergo a physical examination, including a drug/alcohol screening on a yearly basis, if a work-related injury had occurred, or if the employee's performance and/or behavior gives rise to a suspicion that the employee may be under the influence of a mind-altering substance during work hours. Employees are required to submit to such testing upon request and to authorize the release of test results to the Company. Those who refuse may be subject to disciplinary action, up to and including separation.

### **Pre-employment Medical Testing**

At the request of a Company customer, certain job sites may necessitate employees to undergo medical examinations and maintain current immunizations. Employees assigned to these facilities will receive information regarding the required immunizations.

### **Testing of Current Employees**

The Company may require that an employee submit to a drug/alcohol test in the following situations:

- **Physical Exams** – Drug and alcohol tests may be required of current employees when routine physicals are required by the Company customers or designated positions within the Company.
- **On the Job Injury** – Employees must report all work-related injuries immediately to their supervisor, but no later than the end of their shift. Employees who fail to provide such notice by the end of their shift shall be subject to disciplinary action up to and including separation. When an employee incurs an on-the-job injury, the immediate supervisor will ensure that the employee shall have an immediate medical evaluation. A medical evaluation will include testing for drugs and alcohol.
- **Reasonable Cause** – When an employee's conduct indicates work performance, in the opinion of the immediate supervisor, that there is reasonable cause to believe that the employee may be under the influence of prohibited drugs or alcohol during work hours, the employee may be ordered to submit to a drug and alcohol screening.
- **Return-to-Duty and Follow-up** – Any employee who voluntarily seeks treatment for drug or alcohol abuse, must pass a return-to-duty test before resuming work. Such employees may then be subject to follow-up tests, if reasonable cause is suspected.

If the results of the test are positive, for any of the above-mentioned situations, the employee shall be considered in violation of the policy and may be subject to immediate separation.

For more information regarding testing employees please refer to the Drug and Alcohol Policy and Hiring Policy and Procedures.

## **Introductory Employment Period**

The Company attempts to hire the most qualified employees for each position. To ensure this, the Company provides an Introductory Period of employment for the employee to assess the Company and the job content, and for the Company to evaluate the new employee and his or her job performance. All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire.

The Company may extend the duration of the Introductory Period if, in its sole and absolute discretion, it determines that such an extension is appropriate. Any absence of significant duration during the Introductory Period will automatically extend the Introductory Period by the length of the absence. In its



sole discretion, the Company may withhold keys, alarm codes, or any other security processes to employees who have not completed this Introductory Period and reserves the right to withhold and retrieve those same processes throughout an individual's employment.

Completion of the Introductory Period does not entitle an employee to remain employed by the Company for any specified length of time. Employees can be separated during, as well as after the Introductory Period. Both the employee and the Company are free to end the employment relationship "at-will," with or without notice or reason not expressly prohibited by law, at any time during or after the Introductory Period.

Every employee, other than a temporary or contractual employee, will serve a 90-day introductory period upon hire, promotion, lateral transfer or demotion. During an employee's introductory period, the employee may be disciplined, laid off without recall rights, or separated at the sole discretion of the Company.

During the introductory employment period, the Company will have an opportunity to evaluate their work performance and "fit" within its workforce. Completion of the introductory period does not guarantee employment into the indefinite future.

### **Transfers and Promotions**

The Company encourages employees to seek advancement opportunities as well as lateral transfers at the Company for which they qualify. Job openings are posted on our website. To be considered for a promotion or transfer, an employee must:

- Have the support/recommendation of their immediate supervisor in writing;
- Meet the requirements of the new position;
- Have been in their current position for at least 12 months;
- Have satisfactory performance, attendance, and punctuality records as determined by the Company; and
- Not currently involved in any formal disciplinary process.

An employee interested in an open position should inform their immediate supervisor, apply online, and notify Human Resources of their interest.

### **Rehire**

The Company shall review each candidate before a final determination is made with respect to rehiring any former employee. Employees who become re-employed within 1 year of separation will be credited for their previous employment and will have their hire date adjusted as appropriate. Employees who become re-employed after being away from the job for more than 30 days, are considered to be new employees lacking all reference to previous Company service. The employee's rehire date becomes his/her new employment anniversary date for the purposes of seniority and benefits eligibility.

Before a former employee is considered for rehire, contact Human Resources in order to review personnel records. All rehires must be made in consultation with the appropriate executive management and hiring manager, and only those authorized following that consultation will be rehired.

Employees rehired within a three (3) month period from the date of separation will be reinstated with their original hire date, salary may not exceed their previous salary if rehired into the same role, salaries for new roles are affected by a change in the salary range schedule or if the position has been reevaluated and the salary range increased due to a reevaluation of the former position. If the rehire is to a new position in a different department, the hiring guidelines for the new position apply.



## **Internship Policy and Procedures**

The goal of the Company internship program is to provide interns with valuable experience in the landscaping and construction industry before they graduate from a four-year institution. This internship program is also available to recent college graduates seeking real-life experience in a work setting for up to 6 months. This policy is designed to provide a standard protocol to address expectations of interns' work performance. The purpose of these policies is to provide overall guidance and direction to staff and interns engaged in the Company programs/departments' day-to-day operations. These policies are intended for internal management guidance only and do not constitute, either implicitly or explicitly, a binding contractual or personnel agreement. The Company reserves the exclusive right to change any of these policies at any time and to expect adherence to the revised policy. It is the responsibility of the department to assign and manage all tasks and responsibilities assigned to the intern.

## **Hybrid Work Policy**

The Company strives to provide flexibility for its employees, while still meeting the needs of the Company and fellow employees. Thus, employees may, on occasion, work from home or alternative work locations as long as the employees' needs are met and office operations maintained. All requests for hybrid work are subject to review and approval by the department manager, human resources, and the designated leadership member. Hybrid work is not guaranteed and will be considered on a case-by-case basis. The Company reserves the right to limit or decline an employee's utilization of hybrid work at its sole discretion.

For further information, please refer to the Hybrid Work Policy.

## **Cell Phone Stipend**

Employees who hold positions that include the need for a cell phone and/or forward work-related calls to their cell phone using the Elevate app may receive a cell phone stipend to reimburse for business-related costs incurred when using their personally owned cell phones.

For more information, please refer to the Cell Phone Stipend Agreement.

## **Volunteering**

At the Company, we believe in fostering a culture of giving back to the community. Volunteering not only strengthens our communities but also enriches our lives personally and professionally. As part of our commitment to social responsibility, we encourage and support our employees in their volunteer efforts.

All regular full-time employees are eligible for Volunteer Time Off to engage in volunteer activities during regular working hours. Volunteer hours can be utilized for approved volunteer activities, sponsored by the Company.

For more information, please refer to the Volunteer Policy.

## **Outside Employment and/or Affiliations**

All employees may have outside employment, provided it does not interfere with the performance of their duties at the Company. Employees who have outside employment must inform their supervisors promptly with a description, in writing, of such employment in order to ensure that compliance with this policy may be monitored and evaluated.

Employees should not engage in any outside employment and/or affiliation or activities that may lead to a conflict of interest or interfere with their work schedule and performance as an employee of the Company.



If such employment or affiliation is approved, employees must satisfactorily perform the requirements of their job at the Company during their assigned hours of work. In overtime situations, at no time will an employee be allowed to leave their position at the Company for an outside job or affiliation without alternate arrangements being made in advance. The employees will be required to stay and complete the work themselves if a satisfactory alternate arrangement cannot be made. The employee is also required to notify their supervisor immediately of such a conflict, and the proposed resolution.

The Company reserves in its sole discretion, and authority, the right to make this decision.

### **Relationships in the Workplace**

It is the policy of the Company that immediate family of current employees may not be employed by the Company without informing the Human Resources Department who will then consult with the CEO or the COO who will then render a decision to ensure that there is no conflict when/if:

- One of the parties would have authority +--(or practical power) to benefit, supervise, appoint, remove, or discipline the other;
- One party would handle confidential material that creates a potential for improper or inappropriate access to that material by the other;
- One party would be responsible for auditing the work of the other; or
- Other circumstances exist that might lead to potential conflict among the parties or conflict between the interests of one or both parties and the best interests of the Company.

For purposes of this policy, "immediate family" includes an employee's spouse, children, parents, grandparents, grandchildren, siblings, or any family member residing in the employee's home, or a close personal relationship such as domestic partner, parents-in-law, siblings-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, and stepchildren.

### **Work Relationship**

If in the event two employees of the Company marry, become related, or establish a domestic partnership, and in result potential conflicts or issues arise, only one of the employees may continue working for the Company unless changes approved by HR can resolve the problem. The decision of which employee stays must be made by the couple within 90 days of the relationship's start; otherwise, both are subject to termination. Employees must inform their supervisor, department head, and/or HR about such relationships and disclose all relevant details. The Company may reassign employees or take other actions if necessary. Failure to comply may lead to disciplinary measures, including termination.

### **Conflict of Interest**

It is the Company's policy that employees and others acting on the Company's behalf must be free from conflicts of interests that could adversely influence their judgment, objectivity or loyalty to the Company business activities and assignments. The organization recognizes that employees may take part in legitimate financial, business, charitable, and other activities outside of the Company, but any potential conflict of interest (e.g., any personal or family member economic interest in businesses and/or doing business with the Company) raised by those activities must be disclosed promptly to management. Annually, employees must sign the Conflict-of-Interest Policy.

### **Electronic and Safety**

The Company recognizes the importance of maintaining a secure and efficient electronic communication system for conducting business operations. This policy outlines the guidelines and expectations regarding the use of the Company's electronic mail system (which includes email, software, phones, internet, computer usage, and other department communication software), workstations, printers, and servers.



For more information, please refer to the Electronic and Safety Policy.

### **Access to Personnel Records**

The Company maintains a personnel file for each employee. The personnel file may include such information as the employee's job application, resume, documentation of performance appraisals, salary increases, and other employment records.

Personnel files are the property of the Company and access to the information they contain is restricted. Generally, only the Company management personnel, with a legitimate reason to review information in a personnel file, are permitted to do so. The Company restricts disclosure of employee files only to authorized individuals.

Employees wishing to review their employee files or payroll records must complete the Request to View Personnel File Form and submit it to Human Resources. Per Illinois state law, within seven (7) days of that written request, Human Resources will inform the employee of the date when the review takes place. Files and payroll records will be reviewed under the supervision of Human Resources.

The Company requires the requesting employee to inspect such records on the unpaid time of the employee on the Company's premises. The employee is not permitted to remove his/her personnel file, any part thereof, or copy the contents of such file from the place of the employer's premises where it is made available for inspection, without the Company approval. The taking of notes by employees is permitted. The Company retains the right to protect its files from loss, damage, or alteration to ensure their integrity. Employees may request and receive a copy of any document in their file. The Company may charge the employee for the actual cost of such copying.

Each employee is responsible for promptly notifying the Company of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, emergency contacts, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, the employee must notify Human Resources immediately.

### **Operations**

#### **Hours of Work**

The Company has the right to establish the time and duration of working hours, assign duties, transfer employees, and alter the size of the workforce. Department managers are responsible for scheduling additional shifts and/or overtime based on department needs.

The standard work week begins at 12:01 a.m. Monday and ends at midnight on the following Sunday. The standard workday for all Full-Time employees consists of eight hours and a half (8½) of work which includes an unpaid meal period of thirty (30) minutes, during which, no work should be done. In addition, two paid fifteen (15) minutes of rest may be authorized by the immediate supervisor. Prior to approval, the supervisor will ensure that the rest periods of two fifteen (15) minutes will not interfere with operational demands.

At the discretion of the manager employees may be required to take their 30-minute paid and two (2) 15-minute breaks at the same time due to the operations of the department

Overtime is paid to nonexempt employees for hours actually worked in excess of forty hours in a standard workweek. The overtime rate is one and one-half times the regular rate of pay. An employee may not work overtime without prior approval from their supervisor. Employees who work overtime that is not approved in advance by their supervisor are subject to discipline, up to, and including separation. Employees are expected to work overtime only when asked by their supervisor to do so.



Exempt employees are required to work the number of hours necessary to satisfactorily complete their assigned duties. The facility opens at 5:30 am. Required working hours are no later than 8:30 am through 5:30 pm. Exempt employees are not eligible for overtime.

### Time Record

All employees are personally responsible for recording their own work hours. Keeping track of employee time accurately is very important. All employees are to utilize our electronic Time and Labor system to record their hours worked. Each employee is given a personal identification username and password. They are not to share that information with anyone. Employees are to punch in and out, submit missing punches, and request time off in the system – their immediate supervisor will approve accordingly. Employees of the company may not under any circumstances punch in and out of our time system for another employee. At the end of each pay period, the employee and the supervisor are to approve timesheets in order to be sent to payroll for processing. Time not worked for which an employee is entitled to be paid (paid time off, sick time, and paid holidays) should be entered by the employee and approved on the time record. The supervisor should also identify authorized overtime on the time record. Violations of this policy will result in disciplinary action up to and including separation.

### Pay Schedule

All employees are paid on a weekly basis. Pay days are scheduled for every Friday. Paychecks are available at approximately 10:00 a.m. each pay day; during winter season due to inclement weather, paychecks will be mailed to each employee's known address. Paychecks will not be released early. Employees who are absent on a pay day may have someone pick up their paycheck on pay day by providing written authorization allowing a specific person to do so; that person must provide picture identification and sign for the employee's paycheck. Employees are expected to report any errors (e.g., pay rate, hours, deductions, pay) in a paycheck to their manager immediately.

If a payday falls on a Company holiday, the Company typically releases paychecks/stubs the prior business day, but direct deposits will occur on the payday. If a payday falls on a bank holiday, the Company typically releases paychecks/stubs the prior business day and direct deposits will typically occur on the prior business day. It is our policy and practice to accurately compensate employees in compliance with all applicable state and federal laws. To ensure that you are paid properly for time worked and that no improper deductions were made, you must correctly record work time and review your paychecks promptly to identify and report errors. Lastly, you also must not engage in unapproved work.

### Meal and Break Policy

Federal law requires the Company to provide employees who work 7 ½ continuous hours or more a minimum of a 20-minute meal period. The meal break must be taken no later than the 5<sup>th</sup> hour after beginning work. The Company offers a ½ hour (30 minutes) meal break under this rule. The supervisor will determine the employee's lunch schedule for their particular department.

Employees may be given rest periods before and after the lunch period of fifteen minutes. Prior to approval, the supervisor will ensure that the rest periods of two fifteen (15) minutes will not interfere with operational demands. Due to operation needs a supervisor may request that an employee take their meal break combined with their rest periods. In circumstances that fall under this rule, employees would receive a ½ hour (30 minute) unpaid meal break combined with a ½ hour (30 minute) paid rest period time.

Work breaks cannot be taken to leave work early or to start the workday late. Employees who return late from lunch or breaks will be subject to disciplinary action up to and including separation.

Employees are not required to punch in and out when they leave the facility for lunch. The Company auto deducts unpaid meal break times from an employee's timecard. Supervisors are responsible for auditing these deductions where operations may require an employee to work through a meal break under certain



circumstances and will be required to compensate employees for time worked.

### **Garnishments**

The Company only accepts, and processes court ordered garnishments such as child support withholding, the Company is required by law to withhold the employee's wages. The Company may assess a handling fee as permitted by law. The recipient of the court ordered garnishment, must immediately refer the matter to Human Resources.

### **Company Vehicles**

The Company offers Company vehicles for employees to utilize during Company-designated business activities. Employees holding positions that necessitate frequent business-related driving as a vital aspect of their role must, as a prerequisite for employment, meet the established driver approval criteria.

For more information, please refer to the Company Vehicles Policy.

### **Driver Policy**

The purpose of this policy is to ensure the safety of those individuals who drive the Company vehicles and to provide guidance on the proper use of the Company fleet vehicles. Vehicle accidents are costly to our Company, but more importantly, they may result in injury to you or others. It is the driver's responsibility to operate the vehicle in a safe manner and to drive defensively to prevent injuries and property damage. As such, employers endorse all applicable state motor vehicle regulations relating to driver responsibility. The employer expects each driver to drive in a safe and courteous manner pursuant to the following safety rules. The attitude you take when behind the wheel is the single most important factor in driving safely. The Transportation and Human Resources Department is responsible for general administration of this policy.

This policy applies to all employees, including supervisors and non-supervisory employees. Supervisors at all levels are required to ensure that this policy is carried out.

For further information, please refer to the Driver Policy.

### **Communication**

We foster relationships to support and empower others. Therefore, clear communication fosters a positive work environment and ensures quality service delivery.

#### **Channels of Communication**

Any communication either of a positive or negative nature should be taken through the following channels of communication in order, as outlined below, always starting with your immediate supervisor to ensure that it is given appropriate attention. Employees, in accordance with our open-door policy, may choose to skip to the next respective manager as needed:

All Departments
1. Immediate Supervisor
2. Department Manager
3. Appropriate Leadership Member
4. Human Resources Department
5. President/CEO



### Open Door Policy

We want employees to feel comfortable seeking information and advice from your supervisor or Human Resources representative. Our doors are open to discuss matters that may be of either a positive or negative nature to the employee.

We feel that the relationship between the employee and their supervisor is very important; one that should be open enough to resolve most concerns or questions. Therefore, we urge the employee to initially contact their immediate supervisor and discuss anything that is on your mind. We encourage employees to follow the channels of communication, as outlined above. This gives your supervisor the first opportunity to resolve any questions or conflicts you may have before taking it to the next level of supervision.

We want to ensure that employees are informed and involved in organization activities, therefore, employees are encouraged to:

- exchange ideas and concerns with their immediate supervisor;
- actively participate in employee meetings;
- read bulletin board postings, memos, newsletters, emails, etc.;
- offer suggestions to improve customer service, department operations, and other governing procedures.

### Ideas and Suggestions

Employees are encouraged to discuss their ideas, suggestions and concerns with their supervisor and complete any Company administered surveys, participant focus groups as applicable, that will have a positive impact on improving the Company's services.

### Bulletin Boards

The use of bulletin boards is a way to communicate information to employees. Items of interest and importance are posted regularly. If an item requires posting, it must first be the Company mission related and approved by the VP of Human Resources. Items that are posted on bulletin boards are to be removed only by designated personnel. If a posting item is of interest to an employee, please contact an immediate supervisor for a copy of such posting.

### Social Media Guideline

The Company allows employees to engage in online social networking activities but sets guidelines to ensure responsible conduct. Employees may not use the Company property or equipment for social media during work hours unless authorized for business purposes. They must disclose passwords to the Company. Illegal conduct on social media platforms is prohibited, and confidentiality of client information must always be maintained. Employees must communicate clearly, refrain from discrimination or harassment, and adhere to the Company policies and ethical standards. The Company advises against posting content that could impact the workplace or the Company interests. Violations may lead to disciplinary action including termination.

For more information, please refer to the Marketing and Media Policy.

## **Compensation**

### Salary/Wages

The Company respects one's salary as a private matter and expects its employees to treat their salary in the same manner. The Company will provide employees with direct compensation (competitive pay) and indirect compensation (competitive benefits).

It is the Company's policy to compensate all employees on a fair and equitable basis for the work which they perform. Jobs are classified according to duties and responsibilities as a basis for determining



wage and salary classifications. In maintaining the designated levels, economic factors and prevailing rates of pay for similar services are taken into consideration. The Company operates under a system of merit in providing salary adjustments.

### Compensation Philosophy

The Company is a mission-focused organization. Since our beginning, we have been dedicated to strengthening and transforming our local community and providing vital community services. We recognize that in order to provide these services we need dedicated and skilled team members.

In turn, it is our goal to provide competitive pay that is appropriate to the work and within the constraints of our funding. The Company policy provides a structure and framework that assists us in meeting our goals of being both equitable and transparent in our pay practices. The process of evaluating compensation and performance is managed by the Human Resource Department.

### Overtime Policy and Rates

The federal Fair Labor Standards Act (FLSA) defines the condition of eligibility for positions that are to receive payment for overtime. Based on the nature of their work, employees may be exempt or non-exempt from the overtime provision. An exempt (usually salaried) employee works in a position which does not qualify for overtime pay. A non-exempt (usually hourly) employee is an employee that qualifies for overtime pay for time worked in excess of forty (40) hours in a workweek. FLSA requires an employer to pay overtime of 1½ times a non-exempt employee's regular rate of pay for hours worked more than 40 hours in a workweek.

All overtime must have prior approval from the employee's immediate supervisor. An employee is not eligible for overtime work unless there is prior approval from their immediate supervisor. In an emergency or when impractical, written approval must be obtained the following scheduled workday or work shift. Violation of this policy may result in disciplinary action up to and including separation. Holiday, vacation, sickness and personal time are not calculated in the overtime hours.

Overtime work within a department will be distributed as equally as possible among employees in that department.

- Employees assigned overtime must be capable and qualified to perform the work to be done.
- There will be no partiality shown to any employee in the distribution of overtime.
- An employee who accepts overtime is expected to work it.
- All overtime worked must be approved by the employee's supervisor before the employee works overtime hours.

### Payroll Deductions

The Company is required by state and/or federal law to withhold a portion of an employee's pay for tax or government-mandated programs, as well as from time to time other mandatory deductions =. These legally required deductions include, but are not limited to, the following items:

- Federal Income Tax
- State Income Tax
- Federal Social Security Insurance (FICA)
- Medicare Deduction
- Court Ordered Deductions (such as garnishments)
- IRS or Franchise Tax Board Orders to Withhold

All deductions, whether they are legally required or voluntary, are itemized on each employee's paycheck stub.

The required deductions from earnings are made on behalf of each employee. The pay an employee receives will be in the amount of the agreed upon salary/hourly pay minus the following deductions, as



applicable: Federal Tax, State Tax, Social Security (FICA), Benefits (health insurance, dental insurance, etc.), Voluntary Contributions (401k).

In addition to standard payroll deductions, the Company is required by law to comply with certain court orders, liens, or wage assignments and make payroll deductions pursuant to those orders.

### **Travel Expense Policy**

It is the policy of the Company to reimburse staff for reasonable and necessary expenses incurred during approved work-related travel.

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

Business travel policies are aligned with the Company reimbursement rules. All business-related travel paid for with the Company funds must comply with the Company expenditure policies and budgets.

### **Benefits**

The Company offers benefits to some positions based on employee classification, such as compensation classes, length of employment, etc. For more information regarding benefits, please contact HR or visit [hr@diazgroupllc.com](mailto:hr@diazgroupllc.com)

#### **Retirement Savings Plan**

All permanent employees are automatically enrolled into the 401(k) retirement plan on the first of the month, following a six (6) month waiting period from their date of hire. Employees will receive notification of this policy through the onboarding process. Employees will have an opportunity to make changes to the established contribution rate at time of entry. The amount contributed is out of their gross wages on a tax-deferred basis up to the maximum percentage allowable not to exceed the limits of Code Sections 401(k), 402(g), 404 and 415. An employee can increase the percentage, change to a flat amount or opt out of the plan at any time. An eligible employee will receive information during new hire orientation.

#### **Unlimited Vacation Time Off**

At the Company we take pride in our employees' incredible work ethic, therefore, we want to reward and recognize that by offering unlimited vacation time. Instead of the traditional PTO policy, you can request paid time off as you and your manager see fit. Vacation days, under this policy, do not carry over or accrue each calendar year. For the purposes of this policy, managers will be required to complete a questionnaire prior to approving any vacation days for any employee.

We have adopted this policy because it embraces two key parts of our Company culture: trust in each other and a great work-life balance. We believe that in order to do your best work, regular full-time employees should get the time you need for rest, rejuvenation, or recovery. This policy is also based on a mutual trust between you, your team, your manager, and the Company as a whole.

For further information on eligibility requests, reference the Time Off Policy, speak directly to your manager, and/or contact Human Resources.

#### **Group Insurance**

Group insurance, if applicable, ends on the last day of the month in which the employee is employed. Upon separation of coverage, COBRA notification will be forwarded by the Company's third-party vendor. The employee may apply for and seek COBRA benefits at their own expense.



### Consolidated Omnibus Budget Reconciliation Act (COBRA)

You and your covered dependents may have the opportunity to continue group insurance benefits for a period of up to eighteen (18) (qualifying event will determine length) months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group insurance coverage for the employee and your covered dependents would otherwise end due to your death or because:

- Your employment terminates for a reason other than gross misconduct;
- Your employment status changes due to a reduction in hours;
- Your child ceases to be a "dependent child" under the terms of the medical and dental plan;
- You become divorced or legally separated, or;
- You become eligible for Medicare.

In the event of divorce, legal separation or a child's loss of dependent status, the employee or a family member must notify the plan administrator within 30 days of the occurrence of the event. The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

### Employee Assistance Program

It is the policy of the Company, whenever possible, to refer employees to appropriate counseling services through the Employee Assistance Program (EAP) designed to help employees cope with personal problems that may or may not be affecting work performance.

EAP helps employees and their immediate family members with a wide range of services. Situations addressed by EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. An employee's conversation and all records are strictly confidential.

For more information, reach out to the Human Resources Department.

### Employee Referral Bonus

All employees may refer individuals who fit the specifications given in job descriptions for the notified vacancies. The referred candidate will undergo the regular recruitment procedure as per the norms and selection will be considered only if they meet the requirements of the existing vacancy. An employee's involvement is limited only to the submission of the resume and will not in any way try to influence the selection process or compensation finalization of the candidate.

For more information, reference the Referral Policy.

## **Time Off**

### Holiday Policy

Regular Full-time exempt and non-exempt employees shall be paid for holidays if they are scheduled to work on the day before and the day after the holiday (this excludes pre-approved days off). From time to time, you may be required to work a holiday due to operational needs. In this instance, you will be notified in advance of any schedule changes.

The Human Resources Department will periodically publish a listing of the specific dates of observance when a recognized holiday occurs on a weekend. Where holidays land on a weekend, the closest business day will be designated as the observance day. Leadership reserves the right to make changes to the list of Holiday dates at any time due to business operations.

For further information, please refer to the Time Off Policy.



## Sick Time

### Sick Time Guidelines for FT exempt and nonexempt employees

An employee is expected to be at work as scheduled every day. Sick time is not an entitlement, but rather a benefit that is offered only when the employee is sick or injured and cannot work. However, the Company recognizes that employees will need days off from work to address their medical needs or that of a family member.

Sick leave may be used for the employee's own illness or for the care of a sick child, spouse, domestic partner, or parent, using up to 5 days of the open paid time off bank. Sick days beyond the 5 allotted days are unpaid.

Employees may request sick time hours for a non-work-related injury, illness, or for medical appointments for themselves or to care for their spouse, domestic partner, children or parent. Employees shall not be penalized for taking accrued sick time as long as the number of occurrences does not cause an undue hardship to the department's operational needs. The minimum chargeable time is one (1) hour. When requesting sick time, employees must note it as sick time in the time management system note section.

A doctor's statement is required after three (3) consecutive days of absence. Absences in excess of 3 consecutive days will be evaluated for further leave options by Human Resources.

The Company reserves the right to deny the use of sick leave requests, unless supporting documentation is provided by the employee's physician for the absence, including those that are less than (3) consecutive days of absence. In addition, employees may be asked for a return-to-work release on or before returning to work, even for absences less than three (3) days, to ensure the employee is fit for duty. For further details on COVID-19 exposures or confirmed cases please contact Human Resources for more information.

Employees must call their immediate supervisor two hours before their scheduled start time. In unforeseen emergencies, a family member or friend may contact the Company to provide information regarding an absence. If an employee fails to contact their supervisor for two (2) consecutive days, Diaz Group will consider this job abandonment and result in separation of employment.

### Sick Time Guidelines for PT nonexempt employees

Employees that work 80 hours or more within a 90-day period will accrue 1 hour of sick time for every 40 hours worked, up to 40 hours accrued, beginning the first day of hire.

Sick leave may be used for the employee's own illness or for the care of a sick child, spouse, domestic partner, or parent.

Employees may request sick time hours for a non-work-related injury, illness or for medical appointments for themselves or to care for their spouse, domestic partner, children or parent. Employees shall not be penalized for taking accrued sick time as long as the number of occurrences does not cause an undue hardship to the department's operational needs. The minimum chargeable time is one (1) hour. When requesting sick time, employees must note it as sick time in the time management system note section. A doctor's statement is required after three (3) consecutive days of absence. Absences in excess of 3 consecutive days will be evaluated for further leave options by Human Resources.

The Company reserves the right to deny the use of sick leave requests, unless supporting documentation is provided by the employee's physician for the absence, including those that are less than (3) consecutive days of absence. In addition, employees may be asked for a return-to-work release on or before returning to work, even for absences less than three (3) days, to ensure the employee is fit for duty. For further details on COVID-19 exposures or confirmed cases please contact Human Resources for more information.



Employees must call their immediate supervisor two hours before their scheduled start time. In unforeseen emergencies, a family member or friend may contact the Company to provide information regarding an absence. If an employee fails to contact their supervisor for two (2) consecutive days, Diaz Group will consider this job abandonment and result in separation of employment.

### Bereavement

All employees will be granted up to a total of 10 bereavement days, three (3) of which will be paid days and up to an additional seven (7) working days that are unpaid. These days may be used as a result of a death in the immediate family. The immediate family is defined as a spouse, domestic partner, employee's child, stepchild, legal dependent, parent, siblings, stepparent, mother-in-law or father-in-law, grandchild, and grandparents (in-laws). If the funeral falls on a non-working day, the employee may take the next workday(s).

Bereavement leave allows for an employee to:

- Attend the funeral of an immediate family member.
- Make arrangements necessitated by the death of an immediate family member.
- Grieve the death of an immediate family member.
- Be absent from work due to a miscarriage, stillbirth, unsuccessful round of fertility treatment, failed adoption match, failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility.

An employee must complete bereavement leave within 60 days from the date the employee receives notice of the death of a covered immediate family member, or the occurrence of a qualifying event related to pregnancy, fertility, adoption or surrogacy.

To be eligible for bereavement leave, the employee is expected to notify his/her supervisor immediately so that the necessary work arrangements can be made for his/her absence. The Company and/or management reserves the right to request a copy of the obituary or service card to approve your bereavement pay.

Employees may use available sick time to cover any unpaid days covered under this bereavement plan. Additional time beyond the ten (10) days may be requested and discussed with your manager. Other leave options may be available to employees under these circumstances.

### Jury Duty

Any employees called for jury duty should inform their immediate supervisor immediately so that arrangements can be made to cover their job duties during their absence. Additionally, employees who have worked for the Company for more than ninety (90) days or more will receive their regular pay for each regularly scheduled workday that they are on jury duty for up to 15 days.

- An employee must inform his/her immediate supervisor promptly upon receiving a summons for duty and at least one (1) week prior to the date he/she is to report for jury duty.

Upon submission of the jury summons, a regular full-time exempt and non-exempt employee's pay will continue during court leave for up to 15 days. Jury duty in excess of 15 days will require employees to request vacation time or go unpaid. Additional requests for vacation days to cover additional days off are subject to review and approval but not guaranteed. Daily notification of the jury duty status is required and must be submitted to the Human Resources Department.

- The employee shall submit the jury duty fee to the Human Resources Department when returning to work, which shall include: He/she must show proof of the summons for service, evidence of having served; and



- The amount received for serving. The check for jury duty payments should be endorsed to and remitted to the Company.

### Witness

Employees subpoenaed to testify as a witness for non-Company related activity must submit documentation and request for time off or go unpaid to cover time off.

### Voting Time

Illinois law provides that employees are allowed up to two (2) hours leave for voting. The Company will allow employees to take time to vote without using vacation time.

To conduct business with the least disruption on general and primary election days, all employees are encouraged to vote before or after work if/when possible.

## **Types of Leaves**

The Company offers various types of leave for different situations an employee may encounter. Leaves at the Company require different documentation, review, and approval. For more information on leave options due to your personal condition please contact Human Resources for further guidance.

### Personal Leave

A Personal Leave of Absence provides additional leave in situations where all other available leaves, such as FMLA, sick time, or personal time, have been utilized, or when personal leave is not covered by existing Company leave policies. This leave may be utilized for personal illness, caregiving responsibilities, family emergencies, or other personal matters not addressed by other company leave provisions.

Regular full-time and part-time employees are eligible to request an unpaid Personal Leave of Absence for personal needs that do not qualify for protection under the Family Medical Leave Act (FMLA) or when FMLA, personal, or sick time has been exhausted.

For more details reference Personal Leave Policy.

### Family and Medical Leave Act (FMLA)

An eligible employee can take up to 12 weeks for FMLA circumstances noted above during any 12-month period. The Company will measure the 12-month period as rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the Company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

If a husband and wife both work for the Company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.

### Military Leave

An eligible employee can take up to 26 weeks (1,040 hours) for the FMLA circumstance noted above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the Company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If a husband and wife both work for the Company and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.



### Emergency Arrangements

Temporary arrangements may be approved for circumstances such as inclement weather, pandemic, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance as directed by State and Federal requirements. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.

### Furlough Policy

A furlough is a temporary arrangement whereby certain employees are placed on an unpaid leave of absence. Furlough periods will have a beginning and anticipated end date. Furlough periods and length of furlough are evaluated and approved by Senior Management. The Company may consider extending, ceasing, or initiating a new furlough period as needed.

The Company may initiate and approve furlough leaves of absence when deemed in the best interests of the Company through a minimum of two weeks' written notice.

For more information, please refer to the Furlough Policy.

### Victims Economic Security and Safety Act Leave (VESSA)

In accordance with the Illinois Victim's Economic and Security Act, the Company will provide up to 12 weeks of unpaid leave to employees who are victims of domestic or sexual violence. Valid reasons for requesting such leave include:

- Seeking medical attention for or recovering from physical or psychological injuries caused by domestic or sexual violence.
- Obtaining services from a victim services organization.
- Obtaining psychological or other counseling.
- Participating in safety planning, to temporarily or permanently relocate, or to take other actions to ensure the safety of the employee from future domestic or sexual violence or to ensure economic security
- Seeking legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.
- Helping a family or household member who is a victim of domestic or sexual violence.

Employees are entitled to twelve (12) work weeks of such leave during any 12-month period and are entitled to take leave upon at least 48 hours' notice (where practicable). However, neither the Act nor this Policy is intended to confer a right to leave beyond the twelve weeks of FMLA leave. An employee also may elect to substitute sick leave, vacation or family or medical leave for leave under this Act. The Company may require certification from the employee that the leave is for a qualifying reason.

For more information, please refer to the VESSA Policy.

## **Professional Development Plan**

The Individual Professional Development Plan is a tool intended to guide both employee and manager through professional development. This plan, in consultation with HR, offers opportunities for the employees to build their individual competencies, thereby enhancing department proficiency. The Professional Development Plan is an ongoing process that involves the participation of both employee and manager to design individual plans that are coherent, systematic, and provide clear linkages between theory and practice. The plan may be developed in conjunction with the annual performance evaluation or as a separate activity. In either case, professional development activities should reflect areas of growth in performance that will lead to improved effectiveness in the employee's current role.



### Job Description

Each position within the various departments of the organization must have an approved current position description on file in the Human Resources Department. The description should detail the:

- Position Summary
- Organizational relationships/location
- Position duties and responsibilities
- Decision-making authority
- Knowledge, skills, abilities, education, and experience
- License or certifications required
- Essential physical requirements
- Working environment

### Performance Evaluation

Performance reviews are conducted periodically for full-time office personnel and field staff. These evaluations are generally completed in writing, during a meeting conducted between the employee and his/her manager. During the performance evaluation process, employees and their manager should discuss the work being done, progress, strengths, performance areas that need improvement, goals to consider, and requirements to be set. A performance review does not guarantee that a wage or salary increase will be granted. In the event of unusual economic conditions or other business reasons, the Company may elect to freeze or reduce pay rates.

### **Arrest, Indictment, or Conviction**

It is the Company policy that all employees obey local, state, and federal laws. In the event an employee is arrested, indicted or convicted during their employment with the Company; the employee must notify their immediate supervisor and/or Human Resources as soon as possible.

Upon review of the details of the charges and/or conviction, a determination will be made as to the status of employment. An employee may:

- Be allowed to continue employment until a discharge or conviction is obtained;
- Be suspended because the employee's presence at work could cause substantial disruption to the workplace; and/or
- Be separated from employment immediately.

The separation decision will be made on an individual basis and may be based on the following if/an:

- Employee is unable to return to work due to incarceration;
- Employee's presence at work would cause substantial disruption;
- The crime for which the employee is accused adversely affects our legitimate business/services interests; and/or
- The nature of the crime is such that allowing the employee to continue to work in "good faith" could result in future harm to co-workers, or business interests.

If the employee is exonerated, consideration may be given for reinstatement of employment. If the employee has information about a co-worker's arrest, indictment or conviction, the employee should immediately inform the Human Resource Department in verbal or written form. Confidentiality of the informant will always be upheld.

### **Drug and Alcohol Policy**

While it is not the Company's desire to interfere with the private lives of its employees, the Company has the responsibility to provide a safe and hazard-free work environment for all employees. Therefore, all employees are expected to arrive at work fit for duty, and to remain so for the entirety of the workday.



The Company endeavors to provide a safe and productive work environment for all employees. To eliminate unacceptable safety risks, and to enhance the Company's ability to operate effectively and efficiently, Diaz Group maintains strict standards regarding alcohol and drugs in the workplace.

The possession, consumption, purchase, sale, transfer, or distribution of alcohol or illegal drugs on Diaz Group's premises or while engaged in business on behalf of Diaz Group, as further described below, is prohibited. "Premises" includes, but is not limited to, any building, real property, parking area under the Company's control, or any location where an employee is performing their job duties; including, but not limited to vehicles, whether leased, rented, or owned.

#### Alcohol Policy

No employee shall be under the influence of alcohol (e.g. have any measurable alcohol in their system and/or their normal physical or mental abilities or faculties have been affected by such substance) while working on the premises or while performing the Company business off the premises.

#### Illegal Drugs

The manufacture, possession, use, distribution or dispensation of a prohibited drug while on Diaz Group property, using Diaz Group property, or while performing Diaz Group business is unacceptable and expressly prohibited.

For purposes of this policy, "Illegal Drugs" are drugs or controlled substances that are: (1) not legally obtainable under federal *and* state law, or (2) legally obtainable, but not obtained in a lawful manner. Examples include marijuana, cocaine, mind-altering chemicals, depressants, stimulants, inhalants, and prescription drugs that were not lawfully obtained. The use, purchase, sale, transfer, possession, or presence in one's system of a detectable amount of an illegal drug by any employee is prohibited: (1) on Diaz Group's premises, or (2) where the employee is performing Diaz Group business off the premises.

#### Cannabis Policy

Illinois' law permits an individual with a qualifying debilitating medical condition (registered as a medical cannabis patient) and adults (21 years of age or older) to use cannabis and avoid civil and criminal penalties under state law. However, under the Drug Free Workplace Act of 1988, a Company performing work under a government contract or grant must establish and maintain a drug-free workplace policy. In accordance with this requirement, employees may not use or possess cannabis at any time while (a) on the Company's premises, (b) driving the Company vehicles or one's own personal vehicle on the Company business, (c) conducting business on behalf of the Company, at the Company premises or elsewhere, and/or (d) otherwise representing the Company. The Company also prohibits employees from reporting to work under the influence of, or in any way impaired by, cannabis; as determined in the Company's sole discretion to the fullest extent permitted by applicable law.

In addition, Diaz Group reserves the right to consider any employee suspected of being impaired by or under the influence of marijuana during working hours will be found to be in violation of this policy, without first requiring the employee to undergo testing. This will be determined solely based on when the employee manifests specific, articulable symptoms

#### Conviction of a Drug-Related Offense

Employees must, as a condition of employment, report to their immediate supervisor any drug conviction under a criminal drug statute within five (5) days after the conviction. In deciding what action to take, Diaz Group will conduct an individualized assessment of the situation and consider the nature of the charges, the nature of the employee's present job assignment, the employee's record with Diaz Group, the impact of the employee's conviction on Diaz Group and any other factor Diaz Group may deem relevant.

For more information, please refer to the Drug and Alcohol Policy.



## **Smoke Free Workplace**

The Company is committed to providing a safe and healthy environment for employees. The Company is a smoke-free environment. Smoking is prohibited throughout the Company and its premises. Smoking on any of the properties is prohibited. Individuals who smoke may only do so 15 feet away from the Company's premises, Smoking includes the use of cigarettes, cigars, electronic nicotine delivery systems, also known as electronic cigarettes/cigars/hookahs and pipes.

Smoking infractions will follow the same guidelines for discipline as other disciplinary violations. Some programs may have more stringent smoking in the workplace guidelines. Therefore, refer to the Company policy manual for additional information on the Smoke Free Environment.

## **Gambling**

This policy applies to everyone and includes all forms of gambling, even those performed for the benefit of charity. Gambling of any type on the organization premises is expressly prohibited. Gambling can result in disciplinary action up to and including separation.

## **Attendance and Tardiness Standards**

It is the Company policy that all employees render a full day's work for a full day's pay. Demonstrating excessive patterns or occurrences of absences and/or tardiness without presenting appropriate documentation is considered a serious violation of this policy. Upon employment, an employee agrees to be present and on time for work. Attendance will be considered an important factor for your performance evaluation.

Employees who come to work late or are absent from work put a burden on the employees that do come to work. Recognizing this fact, the Company has established the following attendance and tardiness standards, making it clear that all employees are expected to come to work each day on time.

If an employee violates this agreement, it may result in disciplinary action up to and including separation.

### **Exception**

This policy shall not apply to absences pursuant to approved leaves of absence or modified work schedules under the FMLA and American with Disabilities Act (ADA) or Section 504 policies.

### **Notice of Absence and/or Tardiness**

It is the employee's responsibility to secure advance approval from the immediate supervisor for any anticipated absence or tardiness. If the absence/tardiness is unexpected, the employee must speak to the immediate supervisor or designee. If the immediate supervisor or designee is unavailable, the employee may leave a message but must follow up and personally speak to the immediate supervisor or designee. Failure to call and personally speak to the supervisor is also considered a violation of this policy.

Notice must be given within two (2) hours of your scheduled starting time or four (4) hours before the beginning of your scheduled work time if a replacement is required in your absence. An explanation as to the nature of the absence must also be provided. If the absence extends beyond one day, daily notification is required unless other arrangements have been made with the immediate supervisor.

In unforeseen circumstances where an employee does not have the ability to notify their manager of a tardy or absence, the employee should have an emergency contact call in for them or notify the manager as soon as the employee is able to.

Your immediate supervisor may request a doctor's statement following an illness or absence; however, after three (3) consecutive days of absence a doctor's statement is required.



### Excessive Absenteeism and Tardiness Guidelines

Excessive tardiness and/or absences, which display patterns of absences, which may include excessive use of sick days and/or unpaid leave after holidays or a weekend, may result in further review and up to disciplinary action.

- **Tardiness:** an occurrence of tardiness is any time an employee punches seven (7) minutes after their start time, up to a maximum of three (3) hours.
- **Absence:** An employee absent from work for 1 or more days is considered absent. All approved absences, medical, or otherwise, will not count against an employee for the purposes of this policy.

Each department supervisor is responsible for monitoring patterns of tardiness or absences for employees who are under their supervision. If an employee under their supervision violates the policy, it is the supervisor's responsibility to consult with the Human Resources Department and initiate the appropriate disciplinary action according to the policy.

### No Call No Show

Any employee who is absent from work for two (2) consecutive workdays and does not call in to inform their immediate supervisor of the reason for the absence (without reasonable cause or supporting documentation), it shall be considered job abandonment and immediate separation. The supervisor is authorized to accept the employee's job abandonment as a voluntary separation.

### **Uniform Policy**

The Company enjoys an excellent reputation among its clients, vendors, competition, and the general public. Every employee is the Company representative to the public, and as such, employee appearance should reflect the Company's professional image. Cleanliness, neatness, good personal hygiene and grooming, and appropriate dress are expected of all employees at all times. Employees engaged in tasks involving customers and alliance partners are required to wear Company-designated uniforms at all times while working and representing the Company.

### Acceptable

- Top with logo
- Blazer for special events
- Office appropriate shoes are required and must also be well-maintained, sourced by the employee at their cost
- Office appropriate pants and skirts are required and must also be well-maintained, sourced by the employee at their cost
- Office appropriate shorts/skorts, pass the knees is required, and must also be well-maintained
- Jeans with no rips or holes
- Open toe shoes are allowed only in office settings.
- If a hat is worn, it must be a Company-approved hat with the Company logo

### Unacceptable

- Halter Tops
- Tight fitting and revealing clothing
- Joggers, yoga pants, or any other type of gym clothing.
- Leggings without an appropriate length top covering bottom.
- Spaghetti strap tops



- No clothing with inappropriate sayings, such as foul language
- No beach flip flops

### **Efficiency/Good Housekeeping**

The Company seeks to maintain excellent working conditions by providing modern equipment and surroundings. Clean and well-organized work areas not only improve the appearance of the facility but indicate efficiency. Each employee is responsible for helping to keep the facility clean and orderly.

Good work habits and a neat place to work are essential for job safety and efficiency. The employee is always expected to keep their place of work organized and materials in good order. Report to your immediate supervisor and the appropriate executive management anything that needs repair or replacement.

### **Employee Children in the Workplace**

In case of an emergency where you may need your child to be at the workplace for part of the day due to excruciating circumstances, you must speak with your manager directly for review and approval.

The Company is dedicated to cultivating an environment that promotes a harmonious equilibrium between professional responsibilities and personal family commitments. While we recognize the importance of family, it is essential to maintain a work environment conducive to productivity, health, and safety.

To uphold the safety standards of the Company, we emphasize that the workplace is not a suitable space for children. The presence of machinery and work tools poses potential risks and therefore, employees are urged to make arrangements for reliable childcare to ensure their ability to fulfill work obligations promptly and efficiently, whether on-site or off-site.

### **Distribution and Solicitation**

To promote a professional and collegial workplace, prevent disruptions in business operations, and avoid personal inconvenience, the Company has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

- Employees may not solicit for any reason in working areas during working time.
- Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include time before or after the workday, lunch breaks, or other rest periods.
- Employees may only distribute literature in non-working areas and while not on working time for the employee or other employees.
- Non-employees are prohibited from soliciting or distributing literature in the workplace at any time.

### **Definitions**

- Distribution refers to handing out materials, supplies, leaflets, etc. on work premises.
- Solicitation refers to employee(s) and/or non-employee(s) approaching employees for the purpose of influencing them to take a specific course of action (other than regular work duties), to make purchases and/or make solicited donations

### **Tips and Gratuities**

The Company does not allow employees to grant, receive, or solicit gifts of a substantial nature to or from any party without the prior written consent of the Company President. Gifts include, but are not limited to payments, money, services, materials, tools, equipment, discounts, rebates, travel, and other items. Small



gifts (i.e., those with a retail value of less than \$100) are acceptable if appropriate and approved by the employee's Manager in advance.

There may be occasions that a participant may want to show their gratitude by giving the employee a token of their affection and/or appreciation. It is the Company's policy that employees are not permitted to ask for or accept tips or gifts, participant's families, other visitors, or vendors. Nevertheless, employees may not accept gratuities. If a gratuity has been offered, the employee must notify their immediate supervisor. Violation of this policy will result in disciplinary action up to including separation.

### **Theft and Loss**

The Company will not tolerate theft. All employees have a right to enjoy their possessions without the fear that they will be stolen. The Company may, at the Company's discretion, call the police and have an investigation started if a theft occurs. The Company has the right to inspect all items being brought into or out of the Company properties whenever it is deemed necessary.

The Company is not responsible for lost or damaged personal property. It is suggested that employees use precautionary measures in safeguarding any valuables brought to the Company. Some Company's facilities house employee lockers. If needed, locker inspections may be conducted in the interest of safety, health, and security. Everyone's cooperation in these inspections is appreciated.

The Company provides equipment and materials necessary for employees to perform their jobs including, but not limited to, I.D. Cards, security cards, uniforms, keys, stationery, credit cards, laptop computers, and cellular phones. Employees are expected to exercise care in the use of any Company issued equipment/materials and use such equipment/materials solely for the intended business purpose.

Loss, damage or theft of the Company equipment should be reported immediately to an employee's supervisor and/or Human Resources. Employees will be responsible for filling out a police report if any Company equipment and material is lost, damaged or stolen. At the time of hire, employees will have signed a Company Issued Equipment list and will be responsible for such equipment during their time of employment. Inappropriate use of assigned equipment or misrepresentation of loss, damage or theft of the Company equipment may result in further disciplinary action up to separation.

At time of separation, employees will be required to turn in equipment directly to the IT Department by their last day of work. Failure to return equipment to the Company as outlined above and noted in the (Acknowledgement of the Company Equipment form) will result in an equipment charge on an employee's final paycheck.

### **Removal of the Company Property**

It is the Company's policy to safeguard the assets, equipment and property of the Company. The property of the Company is not to be utilized for personal use. If the Company assets, equipment and/or property need to be removed, employees must have prior written authorization from executive management. Failure to comply with this policy will result in disciplinary action up to and including termination.

### **COVID-19 Mitigation & Management**

In accordance with the Company's duty to provide and maintain a safe workplace that is free of known hazards, the Company has adopted a layered COVID-19 mitigation and management strategy to safeguard the health of our employees and their families; and the community at-large. This policy is intended to comply with all applicable laws and regulations and is based on current guidance from the Centers for Disease Control and Prevention, local health authorities, under guidelines and mandates, as well as the Company's best practices.

The Company now considers mask usage optional for employees. Employees are encouraged to continue masking as a personal choice. Employees and guests should respect others making the decision to



continue masking. Our goal is to align with the CDC community level recommendations moving forward, but in no way impose on any individual's personal choice to continue masking at any time.

For more information, please refer to the COVID-19 Mitigation & Management Policy.

## **Safety and Health**

Employee safety and health are important to the Company. The Company is committed to providing a safe and healthy work environment for employees. The Company believes in full compliance with the safety and health standards contained in the Occupational Safety and Health Act (OSHA) and all state regulations. Maintaining a safe work environment is everyone's responsibility and is required by law. Every Company facility has an emergency fire and disaster plan. All employees should participate fully and seriously in all drills in order to be fully trained and prepared for real disasters/fires.

Details about specific procedures are available for your review and can be found in these and other safety-related documents on the intranet:

- Emergency Preparedness and Response Plan
- Workplace Injury Policy and Procedure

### Safety Committee

Under Risk Management, our Company has an established safety committee. The committee is responsible for identifying and mitigating the Company safety concerns. Some of the best safety improvement ideas come from our employees. If an employee has an idea, concern, or suggestion to improve safety in the workplace, we encourage employees to share it with your supervisor or Human Resources.

### Work Accidents and Incidents

The Company strives to ensure that employees who are injured due to a work-related injury/illness receive prompt and quality medical care in accordance with state law governing worker's compensation, as well as ensuring that injured employees return to work in a reasonable amount of time. All employees are expected to follow all health and safety requirements of the state, federal and local regulatory agencies.

For more information, please refer to the Work Injury Policies and Procedures.

### Worker's Compensation

Injured employees receiving care under worker's compensation will continue to be paid through the Worker's Compensation Insurance at a reduced rate of 65% of pay for their time away from work. The Company strives to ensure that employees return to work. The Company will pay all costs associated with providing workers compensation insurance coverage and its insurance carrier will make all payments and decisions pertaining to compensable illnesses or injuries.

### Employee's Responsibilities

- Read and obey all safety regulations.
- Report all accidents, not just personal injuries.
- Correct safety hazards in an area of responsibility upon discovery.
- Report all safety hazards to your supervisor immediately, even if they are not part of your department's responsibility.
- Cooperate fully with all safety and claims investigation.



### Work Injury Process and Procedure

The Company strives to provide a safe working environment. If an employee is injured on the job, the Company will ensure that the employee receives adequate care and treatment so the employee can return to work as soon as possible. As such, all employees should take practical steps and precautions to ensure that accidents are prevented.

### Eligibility

All Company employees are covered by the Illinois Workers Compensation Act. If an employee suffers an injury as a direct result of his/her employment, the employee may be entitled to receive partial income if time is lost from work, as defined by the Act, as well as medical and hospital care, as specified under the Act. It is the responsibility of the employee to report any injury or accident, no matter how slight, to their supervisor immediately. Failure to do so may jeopardize coverage under the Act.

### Medical Treatment

Initial medical treatment may be provided to the injured employee through the Company's authorized treatment facility. If additional care is required, the same provider will be recommended. If an injured employee is unable to drive for treatment, transportation to the treatment facility may also be coordinated.

### Leaving the Organization

The Company desires to retain good performers, but there will be cases when an employee will decide to leave employment. You may be eligible to continue your health care coverage under COBRA. If the employee or their dependent has questions about your rights under COBRA, please contact the human resources representative. It is the employee's responsibility to notify human resources within 30 days of any changes in employment status.

### Voluntary Separation/Resignation

Resignation is a voluntary act initiated by the employee for personal or professional reasons. Employees are to speak directly with their manager regarding their formal submission of resignation followed by a written notice of resignation signed by the employee directed to the immediate supervisor and Human Resources. It is recommended that the employee provide sufficient notice of their resignation to their immediate supervisor, ideally up to (2) weeks' notice.

Accrued annual time such as sick time and vacation time may not be taken during the weeks of resignation of employment notice. Your thoughtfulness is appreciated and will be noted favorably should the employee ever wish to reapply for employment with the Company or use the Manager as a reference for alternate employers. Failure to give the required notice may make an employee ineligible for re-employment with the Company in the future.

Employees acknowledge that if after providing verbal and/or written notice of resignation, the employee incurs any form of tardiness and/or absences, the employee agrees that under the discretion of management and the Company, their last day work may be accelerated. Any request for time off during the resignation period will not be honored. Employees will be required to complete their last week of work in the office. The Company reserves the right to not honor the remaining time of the notice offered where these guidelines are not followed. Additionally, all resigning employees are to complete an exit interview prior to leaving. All Company property, including this handbook, must be returned upon separation and/or on the last day worked. Otherwise, the Company may take further action to recoup any replacement costs and/or seek the return of the Company property through appropriate legal recourse and/or through an employee's final paycheck.



It is the responsibility of the separated employee to notify the Company if there is a change in home address during the calendar year in which separation occurs so that your tax information will be sent to the proper address.

#### Involuntary Separation of Employment

The Company may be required to separate from any employee if they violate these standards or our policies and procedures. Separation "for cause" may make the employee ineligible for re-employment with the Company in the future.

#### Turning Equipment at Separation

At the point of or before separation from employment, the Company will ask the employee to return all Company issued items. These items include the below items but not limited to:

- Cell Phone
- Office keys/cubicle keys/door fob
- Laptop with chargers
- Tablets
- Company credit card (if applicable)
- Company vehicle (if applicable)
- Uniforms

Any employee who is involuntarily separated from the Company and must turn in a Company vehicle, will be provided transportation to their home via a shared ride or other arrangements may be made. If there is a need for the former employee to return to our premises, and with prior notice, the employee must first contact human resources by calling 773-849-1445, to discuss the reason for returning to the premises. Human Resources will determine if the former employee may return to the premises for business purposes, otherwise Human Resources will provide an alternative form of contact.

#### Reduction-In-Force (RIF)

A Reduction-In-Force (RIF) is an involuntary separation, which can only be initiated by Executive Management of the Company when one or more of the following conditions exist. This list is provided for illustration and is not inclusive of all instances when a RIF is warranted.

- Lack of work
- Lack of funds or reduction of revenues
- Action by a funding source
- Dissolution of position or department
- Dissolution, transfer or privatization of work and/or management functions
- Reorganization

Employees who are affected by a RIF will receive notice of the RIF and the effective date. Appointment status and length of active pay status as an administrative employee will determine the amount of notice given prior to a RIF:

- Temporary and part-time employees will be given at least ten (10) days' notice prior to the RIF effective date, when possible.
- All other employees will normally be given at least thirty (30) days' notice prior to the RIF effective date.
- Health or medical insurance coverage will terminate on the last day of work with the Company. COBRA notices will be provided to the employee within the time limits applicable by law.
- Unused annual vacation time, as outlined in the payment of benefits upon separation will be paid within thirty days following the effective date of the Reduction-In-Force.



It is the employee's responsibility after a reduction-in-force to inform the Human Resources department in writing of any change in address and telephone number.

### **Separation of Employment Policy**

The Company works to ensure that employee separations, including voluntary and involuntary separations and separations due to the death of an employee, are handled in a professional manner with minimal disruption to the workplace.

A voluntary separation of employment occurs when an employee speaks with the manager regarding the intent to resign. This is followed by the employee submitting a written notice of resignation to both the manager and human resources. Voluntary resignations include communicating the intent to retire. Involuntary resignation may result when an employee is absent from work for two consecutive workdays and fails to contact his or her supervisor (job abandonment). An involuntary separation of employment, including a layoff of over 30 days, is a management-initiated dismissal with or without cause. For more information, please refer to the Separation of Employment Policy.

#### **Retirement**

If an employee is considering retirement, contact Human Resources in advance to find out what benefits may be available. Time off cannot be taken during the last two weeks of employment.

#### **Exit Interview**

When an employee leaves the organization, they are asked to participate in an exit interview. This interview may be both verbal and via the online form. During this interview, the Company would like to hear the employee's comments and suggestions concerning y work experience with us. The Company will utilize this valuable information to make the Company a better place to work.

The Company property that the employee had in their possession during their employment, such as but not limited to cell phone, office keys, name tag, personnel manual, laptop, organization card, etc. should be turned in directly to the IT Department.

#### **Final Paycheck**

The final paycheck for separated employees will be available on the next regularly scheduled payday, unless state law requires otherwise. Accrued and unused vacation will be paid upon separation pursuant to state law. Sick pay will not be paid unless required by state law.

If a separated employee is unable to personally pick up their final paycheck, it will be sent to their home via certified mail. The Company property must then be returned in the same manner. For employees who have elected direct deposit, their final check will be issued in the form of a physical check.

#### **References after Separation of Employment**

For employees leaving the Company, a future employer may contact Human Resources to ask the Company to verify dates of employment or may request additional information about the employee's services with the Company. The Company's policy is for Human Resources to respond to such requests promptly and truthfully. The Company's response may be based in whole or in part on information contained within the separated employee's personnel record (See Personnel Records Section). Department/Program managers are not authorized to complete employment verifications for either active or inactive employees at any time.

#### **Unemployment Compensation Claims Process**

Please refer to the state of Illinois Unemployment for unemployment compensation regarding specific details and provisions surrounding application, eligibility, and collection of benefits. To assist you in applying for any eligible benefits, please reference the state of Illinois unemployment website at



<https://www2.illinois.gov> or by calling 1-800-244-5631. Unemployment benefits are not guaranteed by the Company. Unemployment benefits are reviewed for eligibility by the State of Illinois.

## **Laws and Regulations**

The Company is committed to complete and remains in full compliance with the spirit, as well as the letter of all applicable laws and regulations affecting terms, conditions, and privileges of employment.

All Company employees are employees at-will and the Company reserves the right to expand or contract its workforce to meet its changing needs. While employees whose performance meets the Company standards may anticipate continuing employment, the mere fact of employment carries with it no legal or contractual guarantee of continuing employment. No policy within this manual imposes legal or contractual restrictions on the Company above and beyond those already imposed by applicable state and federal law.

In many instances, the personnel policies within this manual reflect internal procedures for complying with applicable federal and state labor law requirements. All Company personnel should be familiar with the major provisions of the following statutes, Executive Orders and their regulations:

- Federal Drug Free Workplace Act (1988)
- Age Discrimination in Employment Act, as amended
- Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
- Consumer Credit Protection Act of 1968
- Equal Pay Act of 1963 and 1972, as amended
- Executive Orders 11246 and 11375
- Fair Labor Standards Act of 1938, as amended
- Health Insurance Portability and Accountability Act of 1996 (HIPPA)
- Illinois Human Rights Act
- Illinois School Visitation Rights Act
- National Labor Relations Act
- Occupational Safety and Health Act of 1970 (OSHA)
- Rehabilitation Act of 1974
- State Unemployment and Worker's Compensation Acts
- Title VII of the Civil Rights Act of 1964
- Victims' Economic Security and Safety Act of 2003 (VESSA)

### **Legal Questions**

Employees or supervisors who have questions regarding the applicability or the interpretation of any of these federal or state laws and regulations may consult with the Human Resources Department. Unresolved legal questions will be referred to the Human Resources Department.

## **Equal Employment Opportunity Commission (EEOC)**

We affirm commitment to a policy of Equal Employment Opportunity (EEO) through the implementation of an EEO Complaint Investigation procedure to promote the internal resolution of employee complaints of alleged discrimination. It is the Company's belief that the establishment of this EEO Complaint Investigation Procedure will provide an internal avenue of redress to informally resolve complaints of alleged discrimination at the lowest organizational level, reducing the backlog, delay and expense of a prolonged formal investigation.

To that end, supervisors are responsible for the resolution of valid complaints of discrimination within their department or organizational level. The Human Resources Department shall advise and support management in the investigation of complaints, documentation of facts, and the presentation of findings and recommendations to resolve the dispute. The use of this EEO complaint investigation procedure does not preclude the right of an employee to file a charge directly with the Illinois Department of Human



Rights or the U.S. Equal Employment Opportunity Commission. The filing of any complaint of alleged discrimination made in good faith may not be used as a basis for future retaliation adversely affecting the rights of any employee. Any employee who wishes to file a discrimination or sexual harassment charge may do so without fear of reprisal.

The Company is firmly committed to the principles and public policy set forth by the EEO. The Company's practices and employment decisions regarding recruitment, hiring, assignment, promotion and compensation will be without regard to race, color, sex, age, religion, national origin, disability, ancestry, sexual orientation, marital/parental status, source of income, military discharge status or any other protected statutory. The practices and decisions will be based on the employee/applicant's merit, experience, and other work-related criteria.

For this reason, it is anticipated that the majority of The Company employees will be bilingual, Spanish speaking. However, The Company's policy is not to discriminate on the basis of national origin or ethnicity in accordance with Title VII of the Civil Rights Act.

The Human Resources Department has been designated as the Company's EEO Coordinator, who has diction over the investigation of complaints initiated by employees and applicants for employment with the Company alleging discrimination based on race, color, religion, sex, national origin, ancestry, age, sexual orientation and physical or mental handicap unrelated to ability to perform the job. Additionally, the Human Resources Department may investigate complaints alleging sexual harassment as well as complaints of a general nature.

An employee who pursues resolution of their discrimination complaint through this procedure also has the right to simultaneously file the complaint with the Illinois Department of Human Rights, the U.S. Equal Employment Opportunity Commission, Cook County Commission on Human Rights, and/or the Chicago Commission on Human Relations.

### **Health Insurance Portability and Accountability Act (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Company is committed to compliance with HIPAA, and, therefore, all subpoenas or other requests for documentation or information that may be covered by HIPAA, e.g., counseling records, shall be subject to legal review before compliance.

### **Affordable Care Act (ACA) Policy and Procedure**

The Affordable Care Act (ACA) added several key protections related to employment-based group health plans for you and your family. These include extending dependent coverage up to age 26; prohibiting preexisting condition exclusions for children under age 19 and for all individuals since; and requiring easy-to-understand summaries of a health plan's benefits and coverage.

The ACA prohibits employers from retaliating against employees who report violations of the ACA's health insurance reforms, found in Title I of the ACA.

For more information, please refer to the ACA Policy and Procedure.

### **The Illinois School Visitation Rights Act**

The Illinois School Visitation Rights Act applies to public and private employers with 50 or more employees and provides qualified employees a total of eight (8) hours of leave during any school year (not to exceed four (4) hours a day) to attend school conferences or classroom activities related to their children if the activities cannot be scheduled during non-working hours. Child is defined as a biological,



adopted, or foster child; a stepchild or a legal ward of an employee who is enrolled in a primary or secondary public or private school or educational facility located in Illinois or a state that shares a common boundary with Illinois (i.e. Wisconsin, Indiana).

To qualify for this leave, employees must have worked for the Company for at least six (6) consecutive months immediately preceding a request for leave, and for an average number of hours per week equal to at least one-half the full-time equivalent position in the Company's job classification during those six (6) months.

The employee must communicate the leave to their supervisor to schedule the leave so as not to unduly disrupt the operations of the Company. The Company is not required to grant this leave if granting the leave would result in more than five (5) percent of the Company's workforce taking this at the same time. Nothing in the Act requires the leave to be paid. Employees must provide their supervisor with a written request for leave at least seven (7) days in advance; requests can also be made through the Human Resources Information System (HRIS). In emergency situations, no more than 24 hours' notice will be required.

Employees must submit an official verification statement from the school to their supervisor, who will then forward it to the Human Resources Department to be placed in the employee's personnel file within two (2) business days of the school visit.

### **Employment of Disabled Veterans and Veterans of the Vietnam War**

It is the policy of the Company to take affirmative action to employ and advance in employment disabled veterans and veterans of the Vietnam Era.

#### **Guidelines**

Disabled veterans and veterans of the Vietnam era who would like to be considered under the affirmative action program should contact the EEO Coordinator (Human Resource Department). Submission of this information is voluntary. An employee who chooses not to supply this information will not be penalized in any manner. Information obtained concerning veterans will be kept confidential except that/when:

- Supervisors may be informed regarding restrictions on the work duties of disabled veterans and any necessary accommodations;
- First aid and safety personnel may be informed regarding a disability when, and to the extent appropriate, a condition might require special emergency treatment; and
- Government officials investigating compliance with the federal or state law shall be informed.

#### **Accommodations for Disabled Veterans**

To ensure proper placement of all employees, veterans who have a disability which might affect their performance or create a hazard to them or others in connection with the job for which application is being made must provide the EEO Coordinator (Human Resources Department) with the following information in writing:

- The skills and procedures used or intended to be used to perform the job notwithstanding the disability; and
- The accommodations the Company could reasonably make which would enable the disabled veteran to perform the job properly and safely.

### **Human Immunodeficiency Virus (HIV) /Acquired Immune Deficiency Syndrome (AIDS) In the Workplace**

Employees diagnosed as infected by the HI Virus, as having AIDS, or as having an AIDS-related condition shall be treated in the same manner as all other employees and are subject to the same personnel policies. The overwhelming consensus of currently available medical and scientific opinion, including



statements from the U.S. Public Health Service, and the Centers for Disease Control, is that there is no reason to believe that HIV and AIDS are casually transmitted in ordinary social or occupational settings or conditions. Co-workers who express concerns about or refuse to work with employees diagnosed as infected by HIV, as having AIDS, or as having an AIDS-related condition should understand that the Company does not discriminate against such employees and, therefore, no special considerations will be accorded to employees who express fear of working with such persons.

The Company reserves the right to change this policy or make appropriate revisions, additions, amendments or corrections necessitated by legal or medical developments in this area. Please refer questions to the EEO Coordinator (Human Resource Department).

## Appendix A-Family and Medical Leave Act (FMLA)

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



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

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

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

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

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

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

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

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

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

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

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

## REQUESTING LEAVE

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

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

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

## EMPLOYER RESPONSIBILITIES

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

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

## ENFORCEMENT

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

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

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

**www.dol.gov/whd**



## EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) 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 (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

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

### Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. 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 employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013



**Employee Handbook Acknowledgment and Receipt**

I acknowledge receiving a copy of the Company Employee Handbook on the date written below. I agree to read the Employee Handbook, study its contents, and follow its policies and procedures. I understand that I will be held accountable for abiding by the policies and procedures, standards of performance and rules of conduct contained in this Employee Handbook, as well as any other policies or practices implemented by Company, regardless of whether they are contained in this Employee Handbook and are therefore responsible for being familiar with its contents.

I understand that this Employee Handbook does not form the basis for any employment contract, and my employment with Company is at-will, and of no definite duration. I understand that my employment relationship may be separated at any time for any legal reason by either Company or by me.

I understand that the Employee Handbook replaces and supersedes any previous employee handbooks, manuals and/or other similar documents that I may have received from Company. I also understand that this employee handbook is provided as a guide and summary of Company’s current written policies, procedures, any of which may be changed or revoked by Company at any time, with or without advance notice or other consideration to employees.

I understand that neither the Employee Handbook nor any of Company’s policies or procedures is an express or implied contract. I also understand that no express or implied promise or guarantee with regard to the duration of an employee’s employment, wages or benefits is binding upon Company unless made in writing and duly executed by the CEO & President of Company and is explicitly and specifically identified as an employment agreement or contract.

In addition, I also acknowledge and understand that I need to become familiar with all Company Policies and Procedures Manual.

If I should have any questions regarding any materials contained in this Employee Handbook, I will contact my immediate supervisor or Human Resources.

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

\_\_\_\_\_  
Employee Name (print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Representative

\_\_\_\_\_  
Date



