



SAFETY MANAGEMENT  
GROUP

# ASSOCIATE HANDBOOK

2022



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# NEW ASSOCIATE WELCOME MESSAGE

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WELCOME TO SAFETY MANAGEMENT GROUP. We are glad to welcome you as a new team member and trust your relationship with our company will be mutually rewarding and beneficial.

We believe that each of our Associates contributes directly to the growth and success of Safety Management Group. We hope you will take pride in being a member of our team!

This Associate Handbook is designed to acquaint you with information about Associate programs and benefits as well as company policies and procedures. As a new Associate, we ask that you familiarize yourself with the contents of the handbook as it will answer many questions you may have about your employment.

The success of our company depends upon your cooperation and efforts in adhering to these policies.

We hope that your experience here will be challenging, enjoyable, and rewarding! If you have any questions, ideas or suggestions, now or in the future, please let us know.



Randy Giesecking  
President

**#MoveTheNeedle**

# SAFETY MANAGEMENT GROUP MAIN POINTS OF CONTACT

The following operations personnel may be reached by calling our office or via the e-mail addresses provided below.

Name and Role	Email Address
Randy Giesecking, President	<a href="mailto:randygiesecking@safetymanagementgroup.com">randygiesecking@safetymanagementgroup.com</a>
Ron Hanson, Vice President of Operations	<a href="mailto:ronhanson@safetymanagementgroup.com">ronhanson@safetymanagementgroup.com</a>
Rebecca Ogle, Chief Financial Officer	<a href="mailto:rebeccaogle@safetymanagementgroup.com">rebeccaogle@safetymanagementgroup.com</a>
Jessica Bowden, Human Resources Manager	<a href="mailto:jessicabowden@safetymanagementgroup.com">jessicabowden@safetymanagementgroup.com</a>
Shannan Watt, Process Improvement Coordinator	<a href="mailto:shannanwatt@safetymanagementgroup.com">shannanwatt@safetymanagementgroup.com</a>
Roxanne Marsh, AEP Administrative Support	<a href="mailto:roxannemarsh@safetymanagementgroup.com">roxannemarsh@safetymanagementgroup.com</a>
Kathy Mannell, Lead Billing Specialist	<a href="mailto:kathymannell@safetymanagementgroup.com">kathymannell@safetymanagementgroup.com</a>
Theresa Johns, Lead AEP Billing Specialist	<a href="mailto:theresajohns@safetymanagementgroup.com">theresajohns@safetymanagementgroup.com</a>
Tracy Kilburn, Payroll	<a href="mailto:tracykilburn@safetymanagementgroup.com">tracykilburn@safetymanagementgroup.com</a>
Ben Kleyla, Senior Accounting Specialist	<a href="mailto:benkleyla@safetymanagementgroup.com">benkleyla@safetymanagementgroup.com</a>
Mike Martin, AEP Account Manager	<a href="mailto:mikemartin@safetymanagementgroup.com">mikemartin@safetymanagementgroup.com</a>

# CLIENT RELATIONS

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Clients are among our Company's most valuable assets. Every Associate represents Safety Management Group to our Clients and the public. The way we do our jobs presents an image of our entire Company. Clients judge all of us by how they are treated with each Associate contact. Therefore, one of our first business priorities is to assist any Client or potential Client. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to Clients.

Safety Management Group will provide Client relations and services training to all Associates with extensive Client contact. Clients who wish to lodge specific comments or complaints should be directed to the Vice President of Operations for appropriate action. Our personal contact with the public, our manners on the telephone, and the communications we send to Clients are a reflection not only of ourselves but also of the professionalism of Safety Management Group. Positive Client relations not only enhance the public's perception or image of Safety Management Group but also pay off in greater Client loyalty and increased sales and profit.

## EMPLOYMENT

### NATURE OF EMPLOYMENT

This handbook is intended to provide Associates with a general understanding of our personnel policies. Associates are encouraged to familiarize themselves with the contents of this handbook as it will answer many common questions concerning employment with Safety Management Group.

However, this handbook cannot anticipate every situation or answer every question about employment. **This handbook is not an employment contract and is not intended to create contractual obligations of any kind.**

In order to retain necessary flexibility in the administration of policies and procedures, Safety Management Group reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized and signed by the President of Safety Management Group.

### ASSOCIATE RELATIONS

Safety Management Group believes that the work conditions, wages, and benefits it offers to its Associates are competitive with those offered by other employers in this area and in this industry. If Associates have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their Manager.

Our experience has shown when Associates deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Safety Management Group amply demonstrates its commitment to Associates by responding effectively to Associate concerns.

If and when Associates examine the option of union representation, we strongly encourage careful consideration of related issues such as regular deductions from paychecks for union dues, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from unions.

In an effort to protect and maintain direct employer/Associate communications, we will resist organization within applicable legal limits, and protect the right of Associates to speak for themselves.

## **BUSINESS ETHICS AND CONDUCT**

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The successful business operation and reputation of Safety Management Group is built upon the principles of fair dealing and ethical conduct of our Associates. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Safety Management Group is dependent upon our Clients' trust, and we are dedicated to preserving that trust. Associates owe a duty to Safety Management Group, its Clients, and shareholders to act in a way that will merit the continued trust and confidence of the public.

Safety Management Group will comply with all applicable laws and regulations and expects its directors, officers, and Associates to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. Should a situation arise in which it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the President for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every Safety Management Group Associate. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including termination of employment.

## **EQUAL EMPLOYMENT OPPORTUNITY**

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In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Safety Management Group will be based on merit, qualifications, and abilities. Safety Management Group does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or any other characteristic protected by law.

Safety Management Group will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any Associates with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their Manager or HR Department. Associates can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **IMMIGRATION LAW COMPLIANCE**

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Safety Management Group is committed to employing only United States citizens and aliens who are authorized to work in the United States. Safety Management Group does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new Associate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation

establishing identity and employment eligibility. Former Associates who are rehired must also complete the form if they have not completed an I-9 with Safety Management Group within the past year, or if their previous I-9 is no longer retained or valid.

## COMMITMENT TO DIVERSITY, EQUITY, AND INCLUSION

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### BACKGROUND CHECKS

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All offers of employment at Safety Management Group are contingent upon clear results of a thorough background check. Background checks will be conducted on all final candidates and on all Associates who change assignments where the Client requires additional screenings. **Please note, a criminal history will not be an automatic bar to employment.**

Background checks may include:

- **SOCIAL SECURITY VERIFICATION:** validates the applicant's Social Security number, date of birth, and former addresses.
- **PRIOR EMPLOYMENT VERIFICATION:** confirms applicant's employment with the listed companies, including dates of employment, position held, and additional information available pertaining to performance rating, reason for departure, and eligibility for rehire. This verification will be run on the past two employers or the previous five years, whichever comes first.
- **PROFESSIONAL REFERENCES:** calls will be placed to individuals listed as references by the applicant.
- **EDUCATIONAL VERIFICATION:** confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- **CRIMINAL HISTORY (FEDERAL, STATE, AND COUNTY):** includes review of criminal convictions and probation. The following factors will be considered for applicants with a criminal history:
  - The nature of the crime and its relationship to the position.
  - The time since the conviction.
  - The number (if more than one) of convictions.
  - Whether hiring, transferring, or promoting the applicant would pose an unreasonable risk to the business, its employees, or its customers and vendors.
- **NATIONAL SEX OFFENDER REGISTRY**
- **MOTOR VEHICLE RECORDS:** provides a report on an individual's driving history in the state requested.
- **CLIENT SPECIFIC CHECKS:** office of foreign assets control.
- **OIG/SAM/FDA Debarment Search.**

Any candidate or Associate who is required to submit a background check will do so electronically. An email link will be sent from the background check company to the individual, so they can provide all necessary

information and consent to the screening. When the individual submits the electronic consent, the background check process has begun. Background checks can take anywhere from 1-14 business days to complete.

The HR Department will notify the hiring Manager regarding the results of the check. In instances where negative or incomplete information is obtained, the hiring Manager and HR Department will assess the potential risks and liabilities related to the job's requirements and determine whether the individual should be hired.

If a decision not to hire or promote a candidate is made based on the results of a background check, there may be certain additional Fair Credit Reporting Act (FCRA) requirements that will be handled by Human Resources in conjunction with the employment screening service (if applicable).

## VERIFICATIONS OF EMPLOYMENT

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The HR or Payroll Department will respond to verifications of employment or reference check inquiries. Responses to such inquiries will confirm only dates of employment and position(s) held. No additional data (including compensation information) will be released without a written authorization signed by the individual who is the subject of the inquiry.

## OUTSIDE EMPLOYMENT

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Associates may hold outside jobs as long as they meet the performance standards of their job with Safety Management Group. All Associates will be judged by the same performance standards and will be subject to Safety Management Group's scheduling demands, regardless of any existing outside work requirements.

Outside employment that constitutes a conflict of interest is prohibited.

If Safety Management Group determines that an Associate's outside work interferes with performance or the ability to meet the requirements of Safety Management Group as they are modified from time to time, the Associates may be asked to terminate the outside employment if he or she wishes to remain with Safety Management Group.

Associates may not receive any income or material gain from individuals outside Safety Management Group for materials produced or services rendered while performing their jobs as an Associate of Safety Management Group.

## NON-DISCLOSURE

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The protection of confidential business information and trade secrets is vital to the interests and the success of Safety Management Group. Such confidential information includes, but is not limited to, the following examples:

- **Client lists**
- **Client preferences**
- **Financial information**
- **Pending projects and proposals**

All Associates are required to sign a non-disclosure agreement as a condition of employment (to remain a requirement if employment is terminated). Associates who improperly use or disclose trade secrets or confidential business information will be subject to corrective action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

## NON-COMPETE

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All Safety Management Group Associates will be asked to sign a non-compete agreement at hire and anytime the agreement is updated.

A non-compete agreement is a contract between the Associate and Safety Management Group. A non-compete prohibits the Associate from engaging in a business that competes with Safety Management Group business during the course of their employment and for one year after termination.

While Safety Management Group cannot require an Associate to sign a non-compete agreement, choosing not to sign could result in the new Associate not being hired or a current Associate being terminated.

## DISABILITY ACCOMMODATION

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Safety Management Group is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures have been reviewed and provide persons with disabilities, meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

It is the Associates' responsibility to inform Safety Management Group of the reasonable accommodations necessary to complete their intended job duties. Once informed, Safety Management Group will enter into a conversation regarding the request and possible accommodations available.

Reasonable accommodation is available to all disabled Associates, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

Safety Management Group is also committed to not discriminating against any qualified Associates or applicants because they are related to or associated with a person with a disability. Safety Management Group will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Safety Management Group is committed to taking all other actions necessary to ensure equal employment opportunities for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

## **FIT FOR DUTY**

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All Associates, especially those who are required to operate a motor vehicle for employment purposes, must be fit for duty. To be fit for duty is to be mentally, physically, and emotionally able to safely perform necessary work tasks.

If an Associate's fitness for duty is called into question, because they are having observable difficulty performing work duties in a manner that is safe for all or is posing an imminent and serious safety threat to self or others, they may be asked to complete a fitness for duty exam.

A fitness for duty examination may include but is not limited to, medical exams, drug and alcohol testing, and psychological assessments. The fitness for duty examination will be conducted by a licensed health care practitioner chosen by Safety Management Group. An Associate who is asked to submit to any type of fit for duty exam may not return to work until clear results are received.

Fitness for duty examination results may be used to make decisions regarding the Associate's employment status, including, without limitation, and as applicable, whether the Associate maintains his/her job, termination, or provision of reasonable accommodation.

Records of fitness for duty exams will be treated as confidential.

## **INFECTIOUS DISEASE CONTROL**

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Safety Management Group will take proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the goal during any such time period to strive to operate effectively, ensure all essential services are continuously provided, and Associates are safe within the workplace.

Safety Management Group is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

In the event of an infectious disease outbreak, Associates may be required to avoid nonessential travel, work remotely, practice social distancing, wear PPE not normally required, stay home or self-isolate if exhibiting any possible symptoms of infection and report any confirmed diagnosis.

## **MEDICAL INFORMATION CONFIDENTIALITY**

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Safety Management Group strives to protect the privacy of its Associate's medical information to the greatest possible extent.

Medical information is any information, data, or documentation relating to an Associate's mental or physical condition. The term includes, but is not limited to, oral, written, or digital information concerning an Associate's mental or physical condition; medical records; dental records; disability records; workers' compensation records; medical leave records; genetic information; health insurance information; and/or information concerning visits or payments to any health care professional, hospital, emergency room, or other types of short- or long-term health care facility.

Any medical information will be maintained in separate, confidential medical files apart from regular personnel records. Only authorized staff will have access to such files.

Medical information is absolutely confidential under state and federal laws and may not be discussed at any time with any person under any circumstances, unless an Associate needs to do so in order to carry out their job duties, or unless the person discussing the information is talking or otherwise communicating with the subject of the information at that person's invitation.

## EMPLOYMENT STATUS AND RECORDS

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### EMPLOYMENT CATEGORIES

It is the intent of Safety Management Group to clarify the definitions of employment classifications so that Associates understand their employment status and benefits eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the Associate and Safety Management Group.

Each Associate is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. Safety Management Group conducted a thorough evaluation of position job duties to make these designations. NONEXEMPT Associates are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT Associates are excluded from specific provisions of federal and state wage and hour laws. An Associate's EXEMPT or NONEXEMPT classification may be changed only upon written notification by Safety Management Group management.

In addition to the above categories, each Associate will belong to one other employment category:

- **REGULAR FULL-TIME** Associates are those who are not in a temporary, short term or casual status and who are regularly scheduled to work Safety Management Group's full-time schedule. Generally, they are eligible for Safety Management Group's benefits package, subject to the terms, conditions, and limitations of each benefits program.
- **PART-TIME** Associates are those who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits (such as Social Security and workers' compensation insurance), they are ineligible for all of Safety Management Group's other benefits programs other than the 401(k) plan.
- **SHORT-TERM** Associates are those who are hired as interim replacements, to temporarily supplement the workforce, or to assist in the completion of a specific project. Employment assignments in this category are of limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary Associates retain that status unless and until notified of a change. While temporary Associates receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Safety Management Group's other benefits programs other than the 401(k) plan.
- **CASUAL** Associates are those who have established an employment relationship with Safety Management Group but who are assigned to work on an intermittent and/or unpredictable

basis. While they receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are ineligible for all of Safety Management Group's other benefits programs other than the 401(k) plan.

## **ACCESS TO PERSONNEL AND BENEFITS FILES**

Safety Management Group reserves the right to maintain personnel and benefits files on each Associate. The personnel files include such information as the Associate's resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Benefits files contain enrollment data and any medical-related documents.

Personnel and benefits files are the property of Safety Management Group, and access to the information they contain is restricted. Generally, only management personnel of Safety Management Group who have a legitimate reason to review information in a file are allowed to do so.

Associates who wish to review their own file should contact the HR Department. With reasonable advance notice, Associates may review their own personnel files in Safety Management Group's offices and in the presence of an individual appointed by Safety Management Group to maintain the files.

## **PERSONAL DATA CHANGES**

It is the responsibility of each Associate to keep their personal data up to date at all times. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments, and other such status reports should be accurate and current at all times.

Associates can make changes to the above information via the Paylocity self-service portal.

## **JOB DESCRIPTIONS**

Safety Management Group makes every effort to create and maintain accurate job descriptions for all positions within the Company. Each description includes a job summary (giving a general overview of the job's purpose), essential duties and responsibilities, qualifications (including education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required), and a physical demands and work environment section.

Safety Management Group maintains job descriptions to aid in orienting new Associates to their jobs, identifying the requirements of each position, establishing hiring criteria, setting standards for Associate performance evaluations, and establishing a basis for making reasonable accommodations for individuals with disabilities.

The HR Department and the hiring Manager prepare job descriptions when new positions are created. Existing job descriptions are also reviewed and revised in order to ensure that they are up to date. Job descriptions may also be rewritten periodically to reflect any changes in the position's duties and responsibilities. All Associates will be expected to help ensure that their job descriptions are accurate and current, reflecting the work being done.

Associates should remember that job descriptions do not necessarily cover every task or duty that might be assigned, and those additional responsibilities may be assigned as necessary. Contact the HR Department if you have any questions or concerns about your job description.

## **WAGE AND SALARY ADMINISTRATION**

The wage and salary administration program at Safety Management Group was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented Associates is critical to our success, Safety Management Group is committed to paying its Associates' equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated Associates in other organizations in the area.

Compensation for every position is determined by several factors, including job analysis and evaluation, the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. Safety Management Group periodically reviews its wage and salary administration program and restructures it as necessary.

Associates should bring their pay-related questions or concerns to the attention of their department Managers, who are responsible for the fair administration of departmental pay practices.

## **PERFORMANCE MANAGEMENT**

Safety Management Group utilizes a continuous feedback approach to performance management. Rather than having one annual performance appraisal per year, Managers and Associates check-in on a quarterly basis.

Check-ins are ongoing one-on-one conversations held at regular intervals throughout the year between Managers and Associates about work progress, goals, performance to date, challenges they are experiencing, and support they might need.

All Associates are assigned one check-in per quarter (4 per year), with the exception of new hires, who are also assigned a 30 and 90-day check-in. Check-ins are assigned via Paylocity and Associates will receive an email notification when check-ins are assigned.

The check-in process starts with the Associate and consists of answering a few short questions, rating their own performance, and setting quarterly goals. Once the Associate has completed their portion of the check-in, the Manager receives an email notification. The Manager then provides any necessary feedback to the Associate questions, rates the Associate performance, rates the goals in terms of completion, and weights the goals in terms of importance. Once the Manager has completed their portion of the check-in, the Associate and Manager should meet face-to-face (when possible) or schedule a phone call to discuss the check-in and tie up any feedback loops.

The score of each check-in will be an average of the Associate and Manager rating. Check-ins are rated on a 1-3 scale:

- 3-Exceeds expectations
- 2-Meets expectations
- 1-Does not meet expectations

If the Associate does not complete the check-in, they will receive a score of 0.

Check-ins are tied to the annual discretionary, performance bonus, and the average score of all check-ins completed in the year will be the Associate's annual performance rating. Associates who have an annual performance rating of a 2 or higher will be fully eligible for any bonus.

Associates should contact the HR Department with questions or for further clarification. Detailed instructions on how to complete a check-in can be found on the Paylocity self-service portal.

# ASSOCIATE BENEFITS

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## WORKERS' COMPENSATION

Safety Management Group provides comprehensive workers' compensation insurance program at no cost to Associates. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the Associate is hospitalized, immediately.

Associates who sustain work-related injuries or illnesses must inform their Manager immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible Associate to qualify for coverage as quickly as possible.

The reporting requirements of Safety Management Group's Workers' Compensation Insurance have strict requirements regarding injury reporting and treatment. If an Associate seeks medical treatment for non-life-threatening injuries prior to reporting the injury to their Manager, he/she could be responsible for paying for the treatment.

Neither Safety Management Group nor the insurance carrier will be liable for the payment of worker's compensation benefits for injuries that occur during an Associate's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Safety Management Group.

## DISCRETIONARY PERFORMANCE BONUS

After achieving company profit goals, the company may share additional profits in various manners to reward individuals and teams according to their contribution to the company's financial success. This process creates a structure for the distribution of profits and provides an opportunity for everyone in the company to affect the amount of their potential bonus.

Annual discretionary performance bonuses may be available to regular, full-time Associates who have been employed by Safety Management Group for at least one year during the calendar year for which it is paid. A financial model prepared by an outside CPA Firm is utilized to determine the amount of bonus that is available to Associates. This model utilizes budgets, performance of the company, and performance of the Associate to calculate a "pool" of funds that are to be distributed. These dollars may be paid to Associates after the year-end review of the company's financial statement and tax returns.

**EXAMPLE:** Associate's hire date = 1/1/2018, eligible for 12/12 months of 2019 bonus, paid in 2020  
Associate's hire date = 7/1/2018, eligible for 6/12 months of 2019 bonus, paid in 2020  
Associate's hire date = 1/1/2019, NOT eligible for 2019 bonus, paid in 2020

## CONTINUING EDUCATION

Safety Management Group recognizes that the skills and knowledge of its Associates are critical to the success of the Company. The educational assistance program encourages personal development through formal education so that Associates can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within Safety Management Group.

Safety Management Group will provide educational assistance, up to a \$20,000-lifetime maximum, to all regular, full-time Associates who have completed 30 calendar days of service. To maintain eligibility, Associates must remain on the active payroll and maintain a C or better grade average.

Before enrolling in the program, Associates must sign a continued employment agreement, which includes a three year payback period from the last payment. If an Associate leaves Safety Management Group voluntarily before the three year payback period is over, they will be asked to pay back the educational assistance at a prorated amount. After each reimbursement is paid, the Associate will receive an email detailing payments made by Safety Management Group and a timeline for when they would be considered paid back.

Associates should contact the HR Department to acquire a copy of the actual policy, restrictions, and requirements or for application forms.

## HOLIDAYS

Safety Management Group will grant holiday time off to all Associates on the holidays listed below:

- New Year's Day (January 1)
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)
- 1 Diversity and Inclusion Floating Holiday\*

Safety Management Group will grant holiday time off to all **regular, full-time, benefited Associates** immediately upon assignment. Exempt Associates will not receive additional pay beyond their normal salary except in the situations listed below.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday.

\*A floating holiday is a paid day off that may be used at the Associate's discretion, taken on a day they choose. Floating holidays will not be carried over to the next calendar year, nor will they be paid out upon termination of employment. In order to use a floating holiday, the Associate must receive prior approval from their Manager and document accordingly on their timesheet. Any new Associate hired after July 1 will not receive a floating holiday for the current year.

Circumstances resulting in Holiday pay beyond normal salary:

- In the event a benefit eligible associate is required to work by their client on a recognized holiday, they will also receive Matching holiday hours (up to 8 hours max) which may result in additional compensation at a straight time equivalent rate.
- Salaried, exempt associates working more than 32 billable hours during a holiday week (24 at Thanksgiving) will be compensated at an equivalent straight rate for hours in excess of 40 upon entering Holiday time. In accordance with our normal practice pay practice, Premium pay would only apply for Billable hours worked in excess of 40.
- Non-Exempt Associates will receive holiday pay equal to 8 hours of normal hourly pay. Holiday hours will not be counted as hours worked for the purposes of determining Overtime.

# VACATION TIME OFF

Vacation time off with pay is available to regular, full-time Associates to provide an opportunity for rest, relaxation, and personal pursuits. Unless preempted by an agreement between the Associate and Safety Management Group, each Associate will have vacation days available for use as indicated in the table below:

## Vacation Earning Schedule

Service Interval	Hours earned between January and December	Vacation hours earned per completed month
0 to 4 years of employment	80	6.67
5 to 9 years of employment	120	10
10 to 19 years of employment	160	13.33
20+ years of employment	200	16.66

Associates have access to utilize all their year’s vacation hours after completing a full calendar month of employment. Days are earned on the last paycheck of each month.

Vacation days will not be earned during unpaid leaves of absence. Paid vacation time can be used in minimum increments of one hour. The Paylocity self-service portal will reflect the amount of unused vacation time remaining.

To request vacation time off, you will need to do the following:

- Send your Manager a meeting request via Outlook Calendar for the day(s) requested.
  - Always check the box “All Day Event” in the meeting request.
  - In the subject line, please indicate the type of absence and number of hours if less than a full day. EX: “Joe Smith VAC - 4 hours.”
  - Make sure to select all the days you will be out on the same meeting request. Do not enter days separately.
  - If your vacation time off request is not approved, your Manager will decline the meeting request and communicate with you about the matter.

Before your vacation time off begins:

- You must coordinate adequate coverage for an absence. This coverage must be approved by your Manager.
- For all absences, you must enable your email account’s “Out of Office” notification (if applicable) and update your voice mail message with appropriate emergency contact information.

No more than **40** vacation hours may be carried forward to the following year. Unused vacation time ineligible for carryover will be lost as of January 1 of the New Year.

Upon termination, all earned, unused vacation will be reimbursed to the Associate. Although vacation time is made available to Associates after their first full calendar month of employment, Associates actually accrue vacation time on a monthly basis during the calendar year. In the event an Associate separates from Safety Management Group, they will be paid for earned but unused vacation days at a rate equivalent to their hourly wage rate at termination. If more days have been taken than earned at the time of separation, it will be considered the equivalent of an advance in pay or loan. Therefore, a deduction for the excess vacation time paid will be made from the Associate’s final payroll check in accordance with applicable state and federal laws.

Furthermore, Safety Management Group Associates are asked to provide a minimum of two weeks' notice if they choose to resign from their position. Not providing two weeks' notice will result in the Associate forfeiting all earned, unused vacation time, therefore, receiving no vacation payout.

## **PAID SICK LEAVE**

Safety Management Group provides paid sick leave to all Regular Full-Time Associates for periods of temporary absence due to non-work-related illness or injuries.

Sick leave benefits are meant to provide income protection in case you or an immediate family member is ill or injured. Additionally, sick time may be used for doctors or dentist visits, which should be pre-arranged with your Manager. They may not be used for any other absence. You will not be paid for unused sick leave benefits while you are employed, and you will also not be paid for unused sick leave benefits when your employment terminates.

Associates receive 80 sick hours per calendar year at a rate of 6.67 hours per month. Associates may accrue up to 520 hours of sick time. This is intended to cover the 90 day waiting period (which includes weekends) for disability insurance.

Paid sick leave can be used in one-hour increments. Associates may only use sick leave benefits for an absence due to their own illness or injury, or the illness or injury of a spouse or child.

Associates who are unable to report to work due to non-work-related illness or injury must notify their Manager or the Main Office before the scheduled start of their workday. The Manager or Supervisor must also be contacted on each additional day of absence.

Before returning to work from an absence, an Associate may be requested to provide a physician's verification that he or she may safely return to work.

Sick leave benefits will be calculated based on the Associate's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

When an exempt Associate uses sick time and has no accrued sick days available, full days absent may be deducted from the next paycheck at the proportionate rate, in accordance with the FLSA (Fair labor standards act).

## **BEREAVEMENT**

Associates who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Three days paid time off will be granted to allow the Associate to attend the funeral and make any necessary arrangements associated with the death. Ten days paid time off will be granted to Associate's who suffer the loss of a spouse or child. Associates will be granted Two days per year paid time off for the death of someone not included in the aforementioned categories.

Immediate family members are defined as an Associate's:

- Spouse**
- Parent**
- Grandparent**
- Child**
- Sibling**
- Spouse's Parents**
- Spouse's Sibling**

**Child's Spouse  
Grandchild**

Safety Management Group understands the deep impact that death can have on an individual or a family; therefore, additional non-paid time off may be granted. The Associate may make arrangements with his or her supervisor for additional time off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

An Associate who is off work due to bereavement time should specify the relationship of the deceased on their timesheet.

## JURY DUTY

Safety Management Group encourages Associates to fulfill their civic responsibilities by serving jury duty when required. Full-time Associates may request up to 10 days of paid jury duty leave over any one-year period. Paid jury duty leave may be broken down into minimum increments of one hour if so desired.

Associates must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, Associates are expected to report for work whenever the court schedule permits. **Therefore, documentation verifying the Associate's attendance to jury duty will be required.**

Either Safety Management Group or the Associate may request an excuse from jury duty if, in Safety Management Group's judgment, the Associate's absence would create serious operational difficulties.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during prolonged unpaid jury duty leave and will resume upon return to active employment.

## COBRA

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Associates and their qualified beneficiaries the opportunity to continue health insurance coverage under Safety Management Group's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an Associate; a reduction in an Associate's hours or a leave of absence; an Associate's divorce or legal separation; or a dependent child who no longer meets eligibility requirements.

Under COBRA, the Associate or beneficiary pays the full cost of coverage at Safety Management Group's group rates plus an administration fee. Safety Management Group provides each eligible Associate with a written notice describing rights granted under COBRA when the Associate becomes eligible for coverage under Safety Management Group's health insurance plan. The notice contains important information about the Associate's rights and obligations.

## HEALTH INSURANCE

Safety Management Group's health insurance plan provides regular, full-time Associates and their dependents access to medical insurance benefits.

Eligible Associates may participate in the health insurance plan subject to all terms and conditions of the agreement between Safety Management Group and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an Associate for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) Policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on the cost of coverage will be provided in advance of enrollment to eligible Associates. Contact the HR Department for more information about health insurance benefits.

## **LIFE INSURANCE**

Life insurance offers Associates and their families' important financial protection. Safety Management Group provides a basic life insurance plan for regular, full-time Associates. Accidental Death and Dismemberment (ADandD) insurance provides protection in cases of serious injury or death resulting from an accident. ADandD insurance coverage is provided as part of the basic life insurance plan.

Eligible Associates may participate in the life insurance plan subject to all terms and conditions of the agreement between Safety Management Group and the insurance carrier.

Details of the basic life insurance plan, including benefit amounts, are described in the Summary Plan Description provided to eligible Associates. Contact the HR Department for more information about life insurance benefits.

## **SHORT-TERM DISABILITY**

Safety Management Group has a short-term disability (STD) benefits program for regular, full-time Associates. STD benefits are paid to eligible Associates who cannot work because of qualifying disability conditions caused by an injury or illness. The cost of the program is at the Associate's expense.

Eligible Associates may participate in the STD plan subject to the terms and conditions of the agreement between Safety Management Group and its insurance carrier. If the disability is due to pregnancy or pregnancy-related illness, it will be treated the same as any other illness that prevents an Associate from working.

There are more details in the STD Summary Plan Description, including how much can be paid and when, the limits, the restrictions, and what is not covered. If you have questions about STD benefits, contact the HR Department for more information.

## **LONG-TERM DISABILITY**

Safety Management Group provides at no cost, a long-term disability (LTD) benefits program for regular, full-time Associates. LTD benefits are paid to eligible Associates who have a long-term absence due to an illness or injury and cannot work.

Eligible Associates may participate in the LTD plan subject to the terms and conditions of the agreement between Safety Management Group and its insurance carrier.

There are more details in the LTD Summary Plan Description, including how much can be paid, the limits, and the restrictions. If you have questions about LTD benefits, contact the HR Department for more information.

## **RETIREMENT PLAN OPTIONS**

Safety Management Group offers both 401(k) and ROTH savings plans to help eligible Associates save for the future and their retirement years.

To be eligible to join the 401(k) savings plan, you must have completed 30 days of employment and be 18 1/2

years of age or older. Participation in the 401(k) plan is subject to all the terms and conditions of the plan. Your enrollment will begin the first quarter (Jan 1st, April 1st, July 1st, October 1st) after you have completed 30 days of service.

You choose how much of your pay you wish to contribute to the 401(k) plan. Unless directed otherwise, Associates will be automatically enrolled at 4% in the Lifestyle fund that is appropriate to his or her age. Safety Management Group also adds a matching amount (100% up to 4% of earnings) to each Associate's 401(k) at the time of enrollment. You will be fully vested in the plan after two years of service.

Your 401(k) contribution is deducted from your pay before the federal and state taxes are calculated for your paycheck.

That means you will pay less tax now while you are contributing to the 401(k) plan. Your 401(k) account will be taxed when you take money out of it in the future, but at that time, it is possible that you will pay taxes at a lower rate. Alternatively, ROTH contributions are an after-tax deduction allowing for non-taxable distributions if you have been in the plan for five years and at least 59½ years old.

You also can choose how your plan account should be invested from various options, including lifetime portfolios based upon your age.

There are more details about our 401(k) savings plan in the Summary Plan Description, which is located on the self-service portal of Paylocity. If you have questions about the 401(k) plan, contact the Payroll or HR Department for more information.

## **FLEXIBLE SPENDING ACCOUNT (FSA)**

Safety Management Group provides a Flexible Spending Account (FSA) program that allows regular, full-time Associates to have pre-tax dollars deducted from their salaries to pay for eligible out-of-pocket expenses. The pre-tax contributions made to the FSA can be used to pay for predictable non-reimbursed health care expenses and dependent care expenses during the plan year. Through the FSA program, Associates can reduce their taxable income without reducing their real income; more of their money earned can be kept.

Participation in the Health Care and/or Dependent Care FSA is optional and determined on an annual basis for the plan year. You must enroll for each plan year. You determine how much to contribute to the account, up to a specified maximum, based on anticipated expenses during the plan year. You may contribute up to \$2,750 each year for your Health Care FSA. The maximum contribution for your Dependent Care FSA is \$5,000 per year. Contributions are directed to the account through salary reduction on a pre-tax basis. This tax-free money is then available to you for reimbursement of out-of-pocket expenses. You are allowed to roll over up to \$500 of unused funds from the Healthcare FSA to the next plan year.

Details of the Flexible Spending Account program are described in the Summary Plan Description (SPD). Contact the Payroll/HR Administrator for more information on the Flexible Spending Account program and to obtain enrollment and reimbursement forms and worksheets with examples of reimbursable and non-reimbursable expenses.

## **TRAINING AND DEVELOPMENT**

### **TRAINING BUDGET**

Safety Management Group provides all regular, full-time Associates with an annual training budget, up to \$2,000, for use in attending seminars, conferences, or other training pursuits. These training funds renew each January 1st.

To access your training fund, you must obtain Manager approval by utilizing the following link:  
<https://app.smartsheet.com/b/form/e2d6c763abad435f8ad1ccef763e5ae0>

When submitting requests for training events, you must:

- Provide a minimum of two weeks advance notice (prior to departure date). If there is a fee associated with late registration, submittal must be two weeks prior to the early enrollment cut-off date.
- An email confirmation of how your site/work activities will be covered, and by whom.
- Estimated cost of the trip, including airline or mileage, hotel, rental car (if necessary), enrollment cost, and all other incidental expenses. While the Managers remain ultimately accountable, it is responsibility of the individual consultant to assist by selecting the most economical means for training/travel.
- A brief explanation of how the training will be beneficial to you, the client, and Safety Management Group.

Other points to consider:

- When selecting a training location, first look for locations closest to your location. Requests for locations that are considered "vacation" spots will not be approved without documentation of business/professional development needs.
- Look for more intensive and/or hands-on training opportunities.
- Ensure your requests for training are in alignment with either your current position or your future professional development with Safety Management Group of Indiana, Inc.
- Requests to attend a certification preparation workshop will not be approved unless the appropriate application has been submitted and approved. In short, you have to be "pre-approved" to sit for the test upon your return.

Within two weeks upon your return from training, you will be required to submit to your Manager a short synopsis detailing your training experience, including overall value and learning points, which will be used in your job activities and in providing service to our client.

### **Restrictions**

Safety Management Group will not be responsible for reimbursing any expenses associated with non-Associates traveling with Associates to overnight training events.

### **Associations, Memberships, and Renewals**

Safety Management Group promotes professional development by encouraging Associates to participate in industry associations. Associates who are active in an association (Board Member, Presenter, Volunteer, etc.) will be permitted to attend one industry event, upon approval by the Manager, without the cost being deducted from the Associates' annual training budget.

In addition, Safety Management Group supports Associates who want to become members of industry organizations. Associates are permitted to join one organization, upon approval by the Manager, without the cost being deducted from the Associates annual training budget. Joining additional organizations is permitted, but the membership cost will count towards the training budget.

Finally, Safety Management Group considers Associates who hold industry certifications to be extremely valuable and will pay for one certification renewal per year without the cost being deducted from the annual

training budget. Associates are encouraged to hold as many industry certifications as they want, but any additional certification renewals will be deducted from the annual training budget.

### **Training and Certifications Documentation**

Safety Management Group Associates are regularly asked to provide copies of their training and certifications for specific Clients and projects; therefore, it is extremely important to always have access to this documentation.

Associates are required to upload all training documents into Paylocity for easy access by the Associate and company. Associates are also encouraged to save all training documents to their OneDrive account for back up.

Associates who fail to provide this documentation may not be allowed to work for specific Clients or projects and will not be allowed access to their annual training budget.

## **WELLNESS INCENTIVES**

Safety Management Group offers the following wellness incentives to regular, full-time Associates. Associates may participate in all Wellness Incentive programs but will only be reimbursed up to \$90 total on a quarterly basis.

### **Gym Memberships**

Safety Management Group offers reimbursement up to \$90 per quarter for gym membership fees to regular, full-time Associates. (Spouses and/or children of eligible Associates are not covered by this program.)

To be eligible for reimbursement, participants must visit their gym at least 24 times in the specified quarter and be able to provide proof of those visits. Participants must also provide a receipt showing the cost of the gym membership. Gym membership fees should be submitted via Acumatica, after each quarter ends, for reimbursement and must include an attachment with visit history and related cost of membership.

If you are unable to provide proof of your visits and the cost of the gym membership OR do not meet the minimum required visits for the quarter, you will not be eligible for reimbursement. At this time, Safety Management Group doesn't offer reimbursement for the purchase of at-home fitness equipment.

<b>Timeframe</b>	<b>When to submit</b>
Quarter 1 = January, February, March	April
Quarter 2 = April, May, June	July
Quarter 3 = July, August, September	October
Quarter 4 = October, November, December	January

### **Fitness Event Participation**

Safety Management Group offers a reimbursement of up to \$90 per quarter for fitness event participation to regular, full-time Associates. (Spouses and/or children of eligible Associates are not covered by this program.)

Any organized fitness event/competition that requires registration and payment will qualify. Examples of fitness events include marathons, 5k, tough mudders, triathlons, CrossFit, etc. If you are unsure whether an event qualifies for reimbursement, please contact the HR Department before submitting for reimbursement.

To be eligible for reimbursement, participants must be able to provide proof of registration and payment. Fitness event participation fees should be submitted via Acumatica, after each quarter ends, for reimbursement, and must include an attachment with registration confirmation and receipt of payment.

## **TIMEKEEPING/PAYROLL**

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### **TIMEKEEPING**

Accurately recording time worked is the responsibility of every Safety Management Group Associate. Federal and state laws require Safety Management Group to keep an accurate record of time worked in order to calculate Associate pay and benefits. "Time worked" pertains to the time actually spent on the job performing assigned duties.

During your orientation, you will be introduced and given instructions on using Acumatica, our timekeeping, and billing system. Submission of properly completed Weekly Time Reports is to occur by noon (EST) each Monday. If a Safety Management Group client requires a signature on an Associate's timesheet, the timesheet will not be considered properly completed without that signature.

Altering, falsifying, tampering with time records, or recording time on another Associate's time record may result in corrective action, up to and including termination of employment.

### **PAYDAYS AND MANDATORY DIRECT DEPOSIT**

Safety Management Group follows a bi-weekly pay schedule, with Associates receiving a paycheck every other Friday.

Safety Management Group work weeks are from Monday-Sunday. Salaried Associate's paychecks will include regular pay plus any premium for the two weeks prior to payday. Associates paid on an hourly basis will be paid for all regular and overtime pay due based on the same pay period. Safety Management Group does not provide pay advances on unearned wages to Associates.

All Associates are required to participate in mandatory direct deposit. Associate pay will be electronically deposited directly into one or more checking or savings accounts designated by the Associate. Physical paychecks will not be issued.

Any changes to direct deposit accounts must be made by the Associate in Paylocity. Email requests to change direct deposit accounts will not be honored.

Details of your paycheck are available via the Paylocity self-service portal. Contact the Payroll Department for questions regarding your payroll.

### **PAY DEDUCTIONS**

The law requires that Safety Management Group make certain deductions from every Associate's compensation. Among these are applicable federal, state, and local income taxes. Safety Management Group also must deduct Social Security taxes on each Associate's earnings up to a specified limit that is called the Social Security "wage base." Safety Management Group matches the amount of Social Security taxes paid by each Associate.

Safety Management Group offers programs and benefits beyond those required by law. Eligible Associates may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

The Associate's Manager or the Payroll Department may answer a question concerning payroll deductions.

Certain deductions from an Associate's paycheck require a signed Wage Assignment Consent form, which will be obtained from every new hire at orientation. This agreement is revocable at any time upon 10 days written notice. Further details are included on the signed copy of this form.

## **ADMINISTRATIVE PAY CORRECTIONS**

Safety Management Group takes all reasonable steps to ensure Associates receive the correct amount of pay in each paycheck and that Associates are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the Associate should promptly bring the discrepancy to the attention of their Manager so that corrections can be made as quickly as possible.

Equal attention is given to cases of overpayment as is to underpayment. Non-reporting of the recognized overpayment may be grounds for corrective action.

## **SALARY BASIS POLICY**

The Fair Labor Standards Act (FLSA) is a federal law which requires that most Associates in the United States be paid at least the federal minimum wage for all hours worked and overtime pay at time and one-half the regular rate of pay for all hours worked over 40 hours in a workweek.

However, Section 13(a)(1) of the FLSA provides an exemption from both minimum wage and overtime pay for Associates employed as bona fide executive, administrative, professional, and outside sales Associates. Section 13(a)(1) and Section 13(a)(17) also exempt certain computer Associates. To qualify for exemption, Associates generally must meet certain tests regarding their job duties and be paid on a salary basis at not less than \$684 per week. Job titles do not determine exempt status. In order for an exemption to apply, an Associate's specific job duties and salary must meet all the requirements of the Department's regulations.

### **Salary Basis Requirement**

To qualify for exemption, Associates generally must be paid at not less than \$684 per week on a salary basis. These salary requirements do not apply to outside sales Associates, teachers, and Associates practicing law or medicine. Exempt computer Associates may be paid at least \$684 per week on a salary basis or on an hourly basis at a rate not less than \$27.63 an hour. Being paid on a "salary basis" means an Associate regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis. The predetermined amount cannot be reduced because of variations in the quality or quantity of the Associate's work. Subject to exceptions listed below, an exempt Associate must receive the full salary for any workweek in which the Associate performs any work, regardless of the number of days or hours worked. Exempt Associates do not need to be paid for any workweek in which they perform no work.

If the employer makes deductions from an Associate's predetermined salary, i.e., because of the operating requirements of the business, that Associate is not paid on a "salary basis." If the Associate is ready, willing, and able to work, deductions may not be made for time when work is not available.

### **Circumstances in Which the Employer May Make Deductions from Pay**

Deductions from pay are permissible when an exempt Associate: is absent from work for one or more full days for personal reasons other than sickness or disability; for absences of one or more full days due to sickness or

disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness; to offset amounts Associates receive as jury or witness fees, or for military pay; or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions (see Company Policy on penalties for workplace conduct rule infractions). Also, an employer is not required to pay the full salary in the initial or terminal week of employment, for penalties imposed in good faith for infractions of safety rules of major significance, or for weeks in which an exempt Associate takes unpaid leave under the Family and Medical Leave Act. In these circumstances, either partial day or full day deductions may be made.

### **Safety Management Group Policy**

It is our policy to comply with the salary basis requirements of the FLSA. Therefore, we prohibit all company Managers from making any improper deductions from the salaries of exempt Associates. We want Associates to be aware of this policy and that the company does not allow deductions that violate the FLSA.

### **What To Do If An Improper Deduction Occurs**

If you believe that an improper deduction has been made to your salary, you should immediately report this information to your direct supervisor (see Administrative Pay Corrections). Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

## **EMPLOYMENT TERMINATION**

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Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- **Resignation** - voluntary employment termination initiated by an employee.
- **Discharge** - involuntary employment termination initiated by the organization.
- **Layoff** - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- **Retirement** - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Since employment with Safety Management Group is based on mutual consent, both the Associate and Safety Management Group have the right to terminate employment at will, with or without cause, at any time.

Associate benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

## **EXPENSE REIMBURSEMENT**

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Any expenses eligible for reimbursement must be submitted electronically via Acumatica. Associates are set up with an Acumatica account at hire for both time and expense submission. Expense reimbursement requests must be submitted by Noon every Monday. Once approved, they are processed via Paylocity for Friday payment.

**Expenses older than 30 days will not be accepted or processed.** Please see the job-aid located on your Paylocity Self Service portal for detailed instructions regarding the entry of expense reports.

## **MILEAGE**

Miles traveled from home to a work location and back are not reimbursable and are considered a "typical commute". Miles driven during the performance of work duties (after arrival to the designated work location and prior to the return trip home) are reimbursable. Work-related errands, visits to other job sites, or trips made to the main office from the designated work location are reimbursable.

Any drive time that is eligible for mileage reimbursement and performed during the performance of work duties will be compensated as normal pay. If an Associate is paid hourly, they will be compensated for hours driven in addition to mileage reimbursement. If an Associate is paid salaried, they will be compensated for their normal biweekly salary in addition to mileage reimbursement. However, any hours spent driving will NOT be counted towards premium time hours or pay.

Reimbursable mileage will be paid at the standard IRS rate and should be submitted via Acumatica for payment. The IRS standard mileage rate is intended to cover all costs associated with operating a vehicle for business purposes. This includes wear and tear on the car as well as fuel expenses.

When an Associate incurs miles in excess of their typical commute while traveling to a temporary location, this difference is considered business miles and will be reimbursed.

**EXAMPLE:** Typical commute from home to Safety Management Group office = 25 miles. Jobsite visit required, drive from home to jobsite = 45 miles Difference of 20 miles is reimbursable.

Safety Management Group is not responsible for auto damage or expenses related to an Associate's use of personal vehicles on company business. We require all Associates who drive personal vehicles on company business have a valid driver's license and carry adequate auto insurance including liability and uninsured motorist coverage at statutory limits for the state in which the driver's license is issued.

## **MEAL REIMBURSEMENT**

Safety Management Group will provide meal reimbursements for Associates who are traveling overnight on company-related business not otherwise reimbursed through mutually-agreed-upon terms for short-term projects or other business-related activities (i.e., per diem). Original receipts identifying the vendor or establishment are to be submitted via Acumatica. Safety Management Group will reimburse Associates up to \$45 per day for meals.

**BUSINESS MEALS INVOLVING CLIENTS (EITHER LOCAL OR ASSOCIATED WITH OVERNIGHT TRAVEL) ARE TO BE APPROVED BY THE ASSOCIATE'S MANAGER IN ADVANCE. THE NAMES OF ATTENDEES AND THEIR EMPLOYER ARE TO BE IDENTIFIED ON THE EXPENSE REPORT.**

### **COMPANY CREDIT CARDS**

## RELOCATION REIMBURSEMENTS

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It may be in the best interest of Safety Management Group for a new or existing Associate to relocate for their job. If this situation arises, Safety Management Group will request the Associate relocate and will provide relocation assistance in support of that request. The amount of relocation assistance offered will vary based on a number of factors. Relocation will be paid as a one-time taxable payment and will be reported on the Associate's W-2.

Relocation assistance will be forgiven over a two-year employment period. If the Associate leaves Safety Management Group voluntarily before the two-year employment period is over, the Associate will be required to pay back the relocation assistance at a pro-rated amount.

**EXAMPLE:** An Associate receives \$3,000 in relocation assistance when hired in December 2018. Relocation assistance would be considered paid back in December 2020. Associate leaves Safety Management Group voluntarily in December 2019. Associate owes Safety Management Group \$1,500.

Associates will be required to sign the Relocation Assistance Agreement before receiving payment.

Safety Management Group will not be held responsible for any Associate's lease or mortgage payments, utility bills, security deposits, or any other cost associated with relocation.

## ASSOCIATES WHO WORK AWAY FROM HOME\*

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**\*For purposes of per diem, mobilization/demobilization, and travel home budgets, your home base will be considered your permanent address on file in Paylocity.**

### Per Diem

Per diem is a daily allowance given to Associates who travel to cover certain expenses. These expenses include lodging, meals, and incidentals. None of these expenses should be charged to a company credit card or entered separately into Acumatica as they are included in the daily per diem allowance.

Per diem reimbursement must be submitted via Acumatica. A separate entry for each day is required and should include a description of "Per Diem xx/xx/xxxx". Per diem is to be paid current or in arrears.

Per diem may be offered to Associates depending on project assignment/work location but must be more than 50 miles away from their home base. The amount of per diem will vary based on location or client contractual agreement but will remain at or lower than the published federal per diem rates (<https://www.gsa.gov/travel/plan-book/per-di-em-rates>).

Associates receiving per diem are not encouraged to sign long-term leases or purchase homes based on a temporary project assignment or work location. Safety Management Group will not be held responsible for any Associate's lease or mortgage payments, utility bills, security deposits, or any other cost associated with these types of situations.

**Note: The above is SMG's general per diem policy. However, client contractual agreements could result in variations which would be communicated by managers via project detail sheets.**

**EXAMPLE:** Per diem for the week of 1/14/2019 - 1/20/2019 is submitted via Acumatica on Monday, 1/14/2019, and paid by Friday, 1/18/2019.

Any per diem reimbursements that are paid in advance will be considered a special circumstance and will require prior approval from Human Resources and the CFO.

**EXAMPLE:** Per diem for the week of 1/21/2019 - 1/27/2019 is submitted via Acumatica on Monday, 1/14/2019, and paid by Friday, 1/18/2019.

If at any time you are paid a per diem in advance of work performed and do not fulfill your obligations, you will be required to reimburse the company at a prorated amount.

If an Associate remains on or is expected to remain on the same project away from their home base for more than 1 year, per diem then becomes taxable. The per diem time clock may reset if there is a significant break in service from the assignment. While the IRS has not defined what qualifies as a significant break in service, Safety Management Group will consider being more than 50 miles away from the assignment location for at least 30 days as significant.

Associates should remain aware of their tax responsibility and notify their Manager and the Payroll Department if they are approaching one year on the same assignment.

All Associates assigned to projects paying per diem will be required to sign the Per Diem Agreement.

### **Mobilization and Demobilization**

When an Associate accepts an assignment on which they will be receiving per diem, they will also be reimbursed mileage for mobilization and demobilization. Typically, a one-time mobilization, as well as demobilization mileage reimbursement, will be paid for actual miles traveled at the standard IRS rate. Reimbursement requests should be submitted via Acumatica.

If an Associate voluntarily ends employment prior to the completion of the project, s/he will forfeit the demobilization mileage reimbursement.

Any drive time or travel time associated with mobilization or demobilization (beginning or ending an assignment), will not be compensated on an hourly basis. If an Associate is paid hourly, they will only be compensated for mileage associated with mobilization and demobilization and NOT for hours spent driving or traveling. If an Associate is paid salaried, they will be compensated for mileage associated with mobilization and demobilization and will be compensated for their normal biweekly salary. However, any hours spent driving or traveling will NOT be counted towards premium time hours or pay.

### **Travel Home Budgets**

Depending on an Associate's project location and length, a "travel home" budget may be available and will be treated as additional per diem, with the total per diem not to exceed the published federal rate. Any travel home budget will be calculated and communicated when determining the daily per diem rate available for the project.

## **WORKING CONDITIONS AND HOURS**

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### **SAFETY**

To assist in providing a safe and healthful work environment for Associates, clients, and visitors, Safety Management Group has established a workplace safety program. This program is a top priority for Safety Management Group. Each Manager has the responsibility for implementing, administering, monitoring, and evaluating the safety program. Its success depends on the alertness and personal commitment of all.

The Safety Management Group Safety Program can be located on the Paylocity self-service portal.

Each Associate is expected to obey safety rules and to exercise caution in all work activities. Associates must immediately report any unsafe condition to the appropriate supervisor. Associates who: violate safety standards, who cause hazardous or dangerous situations, who fail to report or, where appropriate, remedy such situations, may be subject to corrective action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, Associates should immediately notify their Manager. The Manager will then contact the Vice President of Operations and the HR Manager. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

## **WORKING REMOTELY**

Working remotely may be permissible only when approved by both your Safety Management Group supervisor and your client (if applicable). If not predetermined in role description or within an agreement from client, remote work should only be allowed for unique circumstances when an Associate is not able to work from client site (e.g. recovering from a medical procedure, severe weather). The request for working remotely must be made at least a day in advance.

Details of such client arrangements must be documented and adhered to on a consistent basis. Non-compliance or abuse of policies set forth will be considered a performance issue to be discussed between the Associate and their immediate supervisor.

## **WORK SCHEDULES**

Safety Management Group's main office hours are from 8:00 AM to 4:30 PM Monday through Friday. Schedules for specific work locations may vary. Managers may be contacted for more information about site-specific work schedules.

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Each Associate is expected to be at his/her work area and be prepared to perform their job function at the allotted time their work shift begins.

## **SMOKING**

In keeping with Safety Management Group's intent to provide a safe and healthful work environment, smoking in the workplace is prohibited except in those locations that have been specifically designated as smoking areas. In situations where the preferences of smokers and nonsmokers are in direct conflict, the preferences of nonsmokers will prevail.

The use of designated smoking areas applies to all Associates, clients, and visitors.

## **OVERTIME**

When operating requirements or other needs cannot be met during regular working hours, Associates may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the Manager's prior authorization. Overtime assignments will be distributed as equitably as practical to all Associates qualified to perform the required work.

Overtime compensation is paid to all non-exempt Associates in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave,

vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

In some cases, Salaried Exempt Associates working excessive hours on long term projects are paid a premium rate for hours billable to the client. This should be considered a benefit and is not required by law.

Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in corrective action, up to and including possible termination of employment.

## CELL PHONES

Associates who hold positions requiring a cell phone may receive a company-provided cell phone or receive a monthly allowance to reimburse for business-related costs incurred when using their personally-owned cell phones. Associates eligible for this benefit are expected to monitor calls and emails and respond timely, dependent on the circumstances.

Cell phones issued by Safety Management Group are Company property. Associates must comply with requests to make their Company-issued cell phones available for any reason, including upgrades, replacement, or inspection. Associates who leave Safety Management Group for any reason must turn in their Company-issued cell phones. Company-issued cell phones are to be used primarily for business purposes, although personal phone calls using a Company-issued phone are permitted, as long as these calls do not interfere with business obligations.

Utilization of data on phones, data cards, or hot spots shall only be used for business purposes, and data utilization will be closely monitored each month. Associates are expected to reimburse Safety Management Group for any costs or charges relating to personal use of their cell phones, including data use, resulting in additional overage fees if these overages are deemed to be non-business-related.

Safety Management Group will reimburse **up to** \$75 per month to Associates who are regularly required to use their personal cell phones to perform their job duties. If the Associate is a part of a "shared plan" (i.e., multiple lines on one plan), only the cost associated with their line may be submitted for reimbursement. Associates must submit their personal cell phone expenses via Acumatica and must include a detailed bill. The bill should include the Associate's name, billing period, and breakdown of the amount per line, if applicable.

**Please note:** All Associates operating a vehicle for Company business are encouraged to utilize a hands-free device to respond to incoming phone calls. All Associates are prohibited from using all Mobile Electronic Devices (cellphones, laptops, tablets) to read or respond to text messages and/or emails, to search the internet, or operate apps when the vehicle is being driven. This includes while stopped in traffic or at traffic lights or stop signs. In order to respond to text messages and/or emails, Associates must stop at a safe location, away from traffic, before operating the device.

## COMPANY VEHICLES

A Safety Management Group (Company) vehicle is defined as a Company-issued, rental, or personal vehicle used on Company business.

An Associate may operate a Company vehicle on behalf of Company only if an Associate is:

- Carrying out Company business;
- Age 18 or older, subject to additional specific age or other requirements of rental or leasing agencies;
- A holder of a valid driver's license.

Associates who drive negligently or fail to comply with this policy are subject to immediate disciplinary action, up to and including termination of employment.

While operating a Company vehicle, all applicable laws, ordinances, and regulations shall be followed. These laws include but are not limited to, using seat belts, carrying proof of insurance, and driving while distracted as defined by applicable state law.

This policy applies to all Company Associates unless otherwise indicated. The complete policy can be found on the self-service portal in Paylocity, and all Associates will be required to acknowledge and sign the policy at hire, and any time it is updated.

## **TECHNOLOGY AND COMMUNICATIONS**

All forms of technology and communication, including but not limited to computers, computer files, emails, voicemails, tablets, cell phones, and software furnished to Associates, are Safety Management Group property (or, in some cases, the client's property) intended for business use.

All work performed for Safety Management Group and/or their clients must be saved to the Associate's OneDrive account to ensure accessibility and back up.

Any material entered into Safety Management Group's computers or sent via email is the property of Safety Management Group and is subject to review at the sole discretion of the company. Associates are required to use judgment and discretion when using company computers to compose documents or to send or receive e-mail.

Associates may be responsible for the cost of repairs if material, software, or other information downloaded from the internet or other outside sources, without their Manager's approval, results in failure of company computers.

Safety Management Group strives to maintain a workplace free of harassment and sensitive to the diversity of its Associates. Therefore, Safety Management Group prohibits the use of all technology and communication in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Associates should notify their immediate Manager or the HR Department upon learning of violations of this policy. Associates who violate this policy will be subject to corrective action, up to and including termination of employment.

## **INTERNET AND SOCIAL MEDIA**

Safety Management Group understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities.

*Social media* includes all means of communicating or posting information or content of any sort on the Internet, whether or not associated or affiliated with Safety Management Group, as well as any other form of electronic communication.

Associates are solely responsible for what they post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any conduct that adversely affects job performance, the performance of fellow Associates, or otherwise adversely affects Safety Management Group or its Clients may result in disciplinary action up to and including termination.

Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated.

Always be fair and courteous to those associated with Safety Management Group. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers rather than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, or that might constitute harassment or bullying.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about Safety Management Group, its Associate or Clients.

Maintain the confidentiality of Safety Management Group trade secrets and private or confidential information. Trades secrets may include information regarding the development of systems, processes, products, know-how, and technology. Do not post internal reports, policies, procedures, or other internal business-related confidential communications.

Do not create a link from your blog, website, or other social networking sites to a Safety Management Group or Client website without identifying yourself as a Safety Management Group Associate.

Express only your personal opinions. Never represent yourself as a spokesperson for Safety Management Group, its Associate or Clients. If Safety Management Group, its Associates or Clients are a subject of the content you are creating, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Safety Management Group."

Refrain from using social media while on work time or on the equipment we provide, unless it is work-related as authorized by your Manager. Do not use a Company email address to register on social networks, blogs, or other online tools utilized for personal use.

## **WORKPLACE VIOLENCE PREVENTION**

We are committed to preventing workplace violence and making Safety Management Group a safe place to work. This policy explains our guidelines for dealing with intimidation, harassment, violent acts, or threats of violence that might occur during business hours or on our premises at any time.

You are expected to treat your co-workers, including supervisors and temporary Associates, with courtesy and respect at all times. You should not fight, play tricks on others, or behave in any way that might be dangerous to other people.

Safety Management Group does not allow behavior at any time that threatens, intimidates, bullies, or coerces another Associate, a Client, or a member of the public. This includes off-duty periods. We do not permit any act of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

You should immediately report a threat of violence or an act of violence by anyone to your supervisor or another member of management. If you report a threat of violence, give every detail you can.

Be sure to immediately report any suspicious person or activities to a supervisor. Do not place yourself in danger. If you see or hear trouble or a disturbance near your work area, do not try to see what is happening or try to stop it.

We will promptly and completely investigate all reports of violent acts or threats of violence. We will also promptly and completely investigate all suspicious people and activities. We will protect the identity of a person who makes a report when practical.

If you commit a violent act, threaten violence, or violate these guidelines in another way, you will be subject to disciplinary action, up to and including termination of employment.

If you are having a dispute with another Associate, we encourage you to talk it over with your Manager or the HR Department. Safety Management Group wants to help you work out problems before they become more serious and possibly violent. We will not discipline you for bringing these types of problems to our attention.

## **LEAVE OF ABSENCE**

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### **FAMILY MEDICAL LEAVE**

Safety Management Group provides unpaid family leaves of absence to eligible Associates who need to take time off from work duties to meet family obligations that are directly related to childbirth, adoption, or placement of a foster child. Family leave may also be requested to care for a child, spouse, or parent with a serious health condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility. A serious health condition can also include continuing treatment by a health care provider.

The Family and Medical Leave Act (FMLA) defines eligible employees as those who have been employed for at least 12 months by a given employer, and who have provided at least 1,250 hours of service (an average of 25 hours a week) during that 12 month period.

If you think you will need family leave, give your request to your supervisor at least 30 days in advance of the date the leave would start. This will help us plan for your possible absence. If it is an unexpected situation, make your request as soon as possible.

If you request family leave due to the serious health condition of a child, spouse, or parent, you may be required to submit a health care provider's statement verifying the need for family leave, the start and expected end dates, and the estimated time required.

An eligible Associate may request up to a maximum of 12 weeks of family leave within any rolling 12 month period. The 12-week maximum applies to any combination of both family leave and medical leave during any rolling 12 month period. If this initial period of leave is not enough, we will consider your written request for one extension of no more than 30 calendar days. Before beginning an unpaid family leave, you must first use any available paid leave you may have, such as vacation or sick benefits.

If your spouse is also employed by Safety Management Group, as a couple, you may be restricted to a combined total of 12 weeks leave within any rolling 12 month period for childbirth, adoption or placement of a foster child, or to care for a parent with a serious health condition.

Subject to the terms, conditions, and limitations of the applicable plans, Safety Management Group will continue to provide health insurance benefits for the full period of approved family leave. You will be responsible for premium payments during an unpaid leave.

Your benefits, such as vacation, sick leave, or holiday benefits, will not accrue during family leave. When you return from leave, the benefits will start accruing again.

Please give us at least two weeks' advance notice before you plan to return. When you return from family leave, you will go back to the same job if it is still available. If that job is no longer available, we will place you in an equivalent job that you are qualified for.

If you do not come back to work promptly at the end of a family leave, we will assume that you have resigned.

## **MILITARY LEAVE**

Safety Management Group will grant a military leave of absence if you are absent from work because you are serving in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). You must give your supervisor advance notice of upcoming military service unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

You will receive partial pay if you are on leave for a two-week training assignment or a shorter absence. When you return, if you give us satisfactory proof of your military pay, we will pay you the difference between your normal base pay and the pay you received while on military duty (excluding expense pay). You will not be paid for military leave beyond two weeks. However, you may use any available accrued paid time off, such as vacation or sick leave, to help pay for the leave.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which you are otherwise eligible.

Your benefits, such as vacation, sick leave, or holiday benefits, will not accrue during military leave. When you return from leave, the benefits will start accruing again.

If you are on military leave for up to 30 days, you must return to work on the first regularly scheduled work period after your service ends (allowing for reasonable travel time). If you are on military leave for more than 30 days, you must apply for reinstatement in accordance with USERRA and applicable state laws.

When you return from military leave (depending on the length of your military service in accordance with USERRA), you will be placed either in the position you would have attained if you had stayed continuously employed or in a comparable position. For the purpose of determining benefits that are based on length of service, you will be treated as if you had been continuously employed.

If you have questions about military leave, contact the HR Department for more information.

**PARENTAL LEAVES** Safety Management Group will provide up to two weeks of paid parental leave to Associates following the birth of a child or the placement of a child in connection with the adoption or foster care. Up to an additional four weeks of paid parental leave will be provided to birthing mothers. The purpose of paid parental leave is to enable the Associate to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months

- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full- or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse or partner of a woman who has given birth to a child.
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger).

Each week of paid parental leave is compensated at 100 percent of the employee's regular, straight-time weekly pay. Paid parental leave will be paid on a biweekly basis on regularly scheduled pay dates.

Approved paid parental leave may be taken at any time during the 14-week period immediately following the birth, adoption, or placement of a child with the employee. Paid leave may not be used or extended beyond this 14-week time frame.

The Associate should provide their Manager and HR Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The Associate must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

For additional information regarding maternity and paternity leave, please contact the HR Department.

## **PERSONAL LEAVE**

Regular full-time and part-time Associates may ask for an unpaid personal leave of absence to fulfill personal obligations.

If you wish to take a personal leave, send a written request to your supervisor as far in advance as possible.

An eligible Associate cannot take more than 30 calendar days of personal leave every one year. If your supervisor approves, you may use any available paid time off, such as vacation, as part of your personal leave period.

We may not approve every request for personal leave. We will look at each request individually. The business priorities of Safety Management Group must come first. We will make our decision based on a number of factors, such as our business needs, workload, and staffing requirements during the requested time period.

Subject to the terms, conditions, and limitations of the applicable plans, Safety Management Group will provide health insurance benefits for the first 30 calendar days after a personal leave begins. At that time, you will be responsible for the full cost of those benefits (COBRA) in order for your coverage to continue. When you return from personal leave, Safety Management Group will again provide those benefits according to the applicable plans.

Your benefits, such as vacation, sick leave, or holiday benefits, will not accrue during a personal leave. When you return from leave, the benefits will start accruing again.

When a personal leave ends, we will make every reasonable effort to return you to the same position if it is available or to an available similar position for which you are qualified. However, Safety Management Group cannot guarantee that you will be reinstated in all cases.

If you do not come back to work promptly at the end of personal leave, we will assume that you have resigned.

## **ASSOCIATE CONDUCT, PROFESSIONAL BEHAVIOR AND DISCIPLINARY ACTIONS**

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### **ASSOCIATE CONDUCT**

To ensure orderly operations and provide the best possible work environment, Safety Management Group expects Associates to follow rules of conduct that will protect the interests and safety of all Associates and the organization.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions that may result in corrective action, up to and including termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or drugs
- Possession, distribution, sale, transfer, or use of alcohol or drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Excessive absenteeism or any absence without notice
- Tardiness
- Unauthorized absence from work station during the workday

Employment with Safety Management Group is at the mutual consent of Safety Management Group and the Associate, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

### **PROFESSIONAL BEHAVIOR AND PRESENCE**

Safety Management Group Associates are expected to behave and present themselves in a positive and professional manner. This includes practicing good communicative and interpersonal skills, exercising acceptable hygiene and grooming standards, and dressing in appropriate attire.

Examples of good communicative and interpersonal skills:

- Regularly checking and responding to emails, voicemails, and text messages
- Using appropriate language and tone of voice

- Pay attention to non-verbal communication, such as eye contact, facial expressions, gestures, personal space, and posture and body position
- Practice active listening in order to help understand, learn, and respond correctly
- Be a good team member, willing to work collaboratively to produce positive outcomes

Acceptable hygiene and grooming standards:

- Maintain personal cleanliness by bathing daily
- Oral hygiene (brushing of teeth) required
- Use deodorant / anti-perspirant to minimize body odors
- No heavily scented perfumes, colognes, and lotions. These can cause allergic reactions, migraines and respiratory difficulty for some
- Clean and trimmed fingernails
- Wash hands after using the restrooms
- Neat and well-groomed hair, sideburns, mustaches and beards (no artificial colors that would be deemed unprofessional)
- Clothing must be clean, in good condition and fit appropriately
- Tattoos that are deemed by HR or the Client to be offensive, hostile or diminish the effectiveness of the Associate's professionalism must be covered

Appropriate attire:

- Collared shirts (dress or golf) and sweaters
- Khakis and dress slacks
- Skirts and dresses
- Dress shoes or casual dress shoes
- Workplace appropriate jeans, when allowed (no rips, tears or stains)
- Tennis shoes, when allowed (no rips, tears or stains)
- Personal protective equipment must be worn at all times in areas where such equipment is required

Examples of inappropriate attire:

- Athletic wear - sweat pants, jogging pants, gym shorts, leggings
- Clothing that has been ripped or torn, has holes or has been cut off
- Overly revealing clothing; low cut tops, mini-skirts or dresses, tops that expose the midriff or underwear, mesh, see-through
- Any form of clothing that is generally offensive, controversial, disruptive or otherwise distracting
- Any form of clothing that is overtly commercial, contains political, personal or offensive messages
- Flip flops

Associates who work at a Client site or location are expected to follow the Client policies in regards to hygiene, grooming, and dress code. If you are unsure of the policies, ask for clarification. When in doubt, it is always best to appear clean and neat and follow a business casual dress code.

## **DRUG TESTING AND SUBSTANCE ABUSE POLICY**

SMG participates in the CCS (Coalition for Construction Safety) Substance Abuse Program and all Associates are drug tested at hire and on an annual basis thereafter. Other reasons Associates may be drug tested include post-accident, reasonable suspicion, and returning to work. Some Associates may also be subject to

random testing outside of SMG through the client they are providing services for. Please refer to the CCS Substance Abuse Program document for additional information: <https://ccs-safety.org/wp-content/uploads/2018/03/CCS-Model-Substance-Abuse-Program-Version-8-0-4.2018.pdf>

The standard drug test for all Associates is a 10-panel screen that tests for the following:

- Amphetamines
- Cannabis
- Cocaine
- Opioids
- Barbiturates
- Benzodiazepines
- Phencyclidine
- Methaqualone
- Methadone
- Propoxyphene

Breath alcohol tests may also be administered when necessary.

Safety Management Group is committed to being a drug-free, healthful, and safe workplace. You are required to come to work in a mental and physical condition that will allow you to perform your job satisfactorily.

Safety Management Group Associates may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs while on Safety Management Group premises or while conducting any business-related activity away from Safety Management Group premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you violate this policy, it may lead to disciplinary action, up to and including immediate termination of your employment. We may also require that you participate in a substance abuse rehabilitation or treatment program. If you violate this policy, there could also be legal consequences.

If you have a drug or alcohol problem, you may request unpaid time off to participate in a rehabilitation or treatment program through our health insurance benefit coverage, if your substance abuse problem has not already resulted in disciplinary action and you are not currently subject to immediate disciplinary action. We may approve the time off if you agree to stop using the problem substance; follow all Safety Management Group policies and rules relating to conduct at work; and if giving the time off will not cause Safety Management Group an undue hardship.

If you have questions about this policy or issues related to drug or alcohol use at work, you can raise your concerns with your supervisor or the HR Department without fear of reprisal.

## **SEXUAL AND OTHER UNLAWFUL HARASSMENT**

Safety Management Group is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, or any other legally protected characteristic will not be tolerated. All Associates will receive two hours of harassment training per year to ensure the opportunity to work in an environment free of sexual and other unlawful harassment.

Sexual harassment is defined as unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying sexually suggestive objects or pictures, cartoons, or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, you must immediately report it to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the President or Human Resources or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or Manager who becomes aware of possible sexual or other unlawful harassment must immediately advise the President or the HR Department so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

## **CONFLICT RESOLUTION**

Problems, misunderstandings, and frustrations may arise in the workplace. It is Safety Management Group's intent to be responsive to its Associates and their concerns. Therefore, an Associate who is confronted with a problem should follow the steps described below to resolve or clarify their concerns.

Step 1: Discussion with Manager and/or HR

- a. Initially, Associates should bring their concerns or complaints to their Manager. If the complaint involves the Associate's Manager, they should schedule a meeting with their Manager as soon as possible after the incident occurred to discuss.
- b. If the Associate does not feel comfortable addressing the issue with their Manager directly, they may schedule a meeting with the HR Manager or ask that the HR Manager sit in on the meeting.

- c. Most complaints will be able to be resolved during Step 1 of the process; however, if they are not, the Associate should move on to Step 2 in a timely manner.

#### Step 2: Formal written complaint

- a. If the discussions in Step 1 did not resolve the problem to the mutual satisfaction of the Associate and Manager, or if the Associate does not receive a response to the complaint, they may submit a written complaint via email to the HR Manager or Vice President of Operations. The written complaint should include:
  - The problem and the date when the incident occurred.
  - Suggestions on ways to resolve the problem.
  - A copy of the Manager's written response or a summary of their verbal response and the date when the Associate met with the Manager. If the Associate received no response, the complaint should state this.
- b. Upon receipt of the formal complaint, the HR Manager or Vice President of Operations will schedule a meeting with the Associate to discuss. A decision will be issued to the Associate in a timely matter via email and a phone call or in-person, if possible.

#### Step 3: Appeal of decision

- a. If the Associate is dissatisfied with the decision issued in Step 2, the Associate may appeal this decision in writing to the President.
- b. A meeting will be called with the parties directly involved to facilitate a resolution. The HR department may gather further information from involved parties.

If an Associate fails to appeal from one level to the next level of this procedure within a timely manner, the problem will be considered settled on the basis of the last decision, and the problem should not be subject to further consideration.

Because problems are best resolved on an individual basis, the conflict resolution procedure may be initiated only by individual Associates and not by groups of Associates. All complaints must be made in good faith.

Safety Management Group reserves the right to impose appropriate disciplinary action for any conduct it considers to be disruptive or inappropriate. The circumstances of each situation may differ, and the level of disciplinary action may also vary, depending on factors such as the nature of the offense, whether it is repeated, the Associate's work record, and the impact of the conduct on the organization.

No Safety Management Group Associate will be subject to retaliation for filing a complaint under this policy.

## **WHISTLEBLOWER PROTECTION**

A whistleblower is an Associate of Safety Management Group who reports an activity that they consider to be illegal or dishonest. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an Associate has knowledge of illegal or dishonest fraudulent activity, the Associate is to contact their Manager or the HR Manager. The Associate must exercise sound judgment to avoid baseless allegations. An Associate who intentionally files a false report of wrongdoing will be subject to discipline, up to and including termination.

Whistleblower protections are provided in two areas -- confidentiality and against retaliation. If possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense. Safety Management Group will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm.

Any whistleblower who believes they are being retaliated against must contact the HR Manager immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

## **ATTENDANCE/TARDINESS**

We expect Safety Management Group Associates to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work or you will be late for any reason, you must notify your supervisor as soon as possible.

Unplanned absences can disrupt work, inconvenience other Associates, and affect productivity. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action, up to and including termination of employment.

If an Associate anticipates being late or absent for work, he/she is to contact their Manager immediately. Prompt notification enables the management to arrange for uninterrupted workflow during your absence.

Regular and punctual attendance are prerequisites of good job performance. These factors are considered in the performance evaluation.

Associates are subject to discipline, up to and including termination for excessive absenteeism.

## **CORRECTIVE ACTION PROCEDURE**

This policy describes the policy for administering fair and consistent discipline for unsatisfactory conduct at Safety Management Group.

We believe it is important to make sure that all Associates are treated fairly and that disciplinary actions are prompt, consistent, and impartial. The major purpose of disciplinary action is to correct the problem, prevent it from happening again, and prepare the Associate for satisfactory performance in the future.

Although your employment is based on mutual consent and both you and Safety Management Group have the right to terminate employment at will, with or without cause or advance notice, Safety Management Group may use progressive discipline at its discretion.

Disciplinary action may be any of the following four steps: verbal warning, written warning, suspension with or without pay, or termination of employment. We will look at how severe the problem is and how often it has happened when deciding which step to take. There may be circumstances when one or more steps are bypassed.

In most cases, progressive discipline means that we will normally take these steps in the following order:

1. a first offense may call for a verbal warning;
2. a next offense may be followed by a written warning;
3. another offense may lead to a suspension; and,
4. still another offense may then lead to termination of employment.

In very serious situations, some types of Associate problems may justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

You should also look at the Associate Conduct and Work Rules policy in this handbook. That policy lists examples of unacceptable conduct that might result in immediate suspension or termination of employment. However, some of the examples of unsatisfactory conduct listed may result in the progressive discipline process described above instead of immediate suspension or termination.

By using progressive discipline, we hope that most Associate problems can be corrected at an early stage, benefiting both the Associate and Safety Management Group.

## **ENVIRONMENTAL, SOCIAL, AND CORPORATE GOVERNANCE**

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### **REDUCE THE USE OF RESOURCES SUCH AS ENERGY, WATER, PAPER, AND PACKAGING**

Every company uses energy and resources; every company affects, and is affected by, the environment. Therefore, SMG adheres to guidelines that minimize negative environmental impacts and is committed to making environmental protection a priority. This is accomplished by promoting and enforcing responsible practices that include our fleet, company documents and files, recycling, and the disposal of other office materials.

- Fleet
- Company Documents and Files
- Recycling
- Disposal of Other Office Materials

#### FLEET

SMG will look for opportunities to replace fleet vehicles with more energy efficient options, such as vehicles with improved fuel economy and/or e-vehicles, as appropriate for the daily driving conditions experienced by the associate.

#### COMPANY DOCUMENTS AND FILES

#### RECYCLING

SMG will continue to participate in recycling of paper, cans, and used office equipment whenever possible.

#### DISPOSAL OF OTHER OFFICE MATERIALS

## PROHIBITING GIVING AND RECEIVING OF BRIBES

SMG complies with all laws and regulations that prohibit bribery and corruption, and we require any representative of SMG to do the same. All associates and anyone acting on our behalf are prohibited from offering, soliciting, promising, giving or accepting a bribe, kickback, or any other improper payment, including "facilitation payments."

Bribery means attempting to, or offering, promising, giving, receiving, or soliciting anything of value to influence how someone performs a public, commercial, or legal duty. Engaging in corrupt activity and bribery is a serious offense and may subject individuals and SMG to fines and imprisonment.

SMG's associates and agents are prohibited from directly or indirectly making, promising, authorizing, or offering anything of value to a government official to secure an improper advantage, obtain or retain business, or direct business to any other person or entity. This prohibition includes payments to third parties where the SMG associate or agent knows, or has reason to know, that the third party will use any part of the payment for bribes.

- Cash and Non-Cash Payments: "anything of value." Payments that violate the law may arise in a variety of settings and include a broad range of payments beyond the obvious cash bribe or kickback. "Anything of value" is a broad term and can include, for example:
  - Gifts;
  - Travel, meals, lodging, entertainment, or gift cards;
  - Loans or non-arm's length transactions;
  - Charitable or political donations;
  - Business, employment, or investment opportunities.
- Government Official: the term "government official" includes the following (and to anyone acting on their behalf):
  - Officers or associates of a government or any department, agency, or instrumentality thereof;
  - Officers or associates of a company or business owned in whole or in part by a government (a state owned or controlled enterprises);
  - Officers or associates of a public international organization (such as the United Nations, World Bank, or the European Union);
  - Political parties or officials thereof; and
  - Candidates for political office.

On occasion, a government official may attempt to solicit or extort improper payments or anything of value from SMG associates or agents. Such associates or agents must inform the government official that SMG does not engage in such conduct, and then immediately contact HR or their Supervisor. Bribery involving commercial (non-governmental parties) is also prohibited under this Policy. To this end, SMG associates and agents shall not offer, promise, authorize the payment of, or pay or provide anything of value to any associate,

agent, or representative of another company to induce or reward the improper performance of any function or any business-related activity. SMG associates and agents also shall not request, agree to receive, or accept anything of value from any associate, agent, or representative of another company or entity as an inducement or reward for the improper performance of any function or business-related activity.

- **Cash Payments:** cash payments of any kind to a third-party, other than documented petty cash disbursements or other valid and approved payments, are prohibited. SMG checks shall not be written to "cash," "bearer," or anyone other than the party entitled to payment except to replenish properly used petty cash funds.
- **Other Payments:** while there may be some exceptions that, in limited circumstances appear to permit certain payments to government officials, it is SMG's policy not to permit those payments.

## PROHIBITING ANTI-COMPETITIVE CONDUCT

Federal and state antitrust laws prohibit anticompetitive behavior and unfair business practices that harm other businesses and consumers. SMG complies with all antitrust laws applicable anywhere that we do business.

Antitrust laws are designed to guarantee free and open competition in a capitalist economy and prohibit anti-competitive behavior by either individual players acting alone or multiple players acting together.

Antitrust laws prohibit business practices that limit competition. Under antitrust laws, agreements and arrangements that prevent or restrict competition, or intend to do so, may be considered illegal, whether such agreements are written or oral, formal, or informal. It is important to note that, under competition laws, agreements do not necessarily require formal legitimacy to be considered in violation of these laws. An agreement does not need to be in writing, or even have to be based on a verbal agreement; illegal agreements may be inferred from conducts and other data such as: Telephone calls, emails, meetings, etc.

Examples of these unlawful, anticompetitive practices include:

- **Price Fixing** - an agreement among competitors to raise, fix, or otherwise maintain the price at which their goods or services are sold.
- **Pay-for-Delay** - an agreement between a brand drug manufacturer and a would-be generic competitor to delay the release of a generic version of the branded drug, depriving consumers of lower-priced generics.
- **Bid-Rigging** - competitors agree in advance who will submit the winning bid during a competitive bidding process. As with price fixing, it is not necessary that all bidders participate in the conspiracy.
- **Monopolization** - one or more persons or companies totally dominates an economic market.

- **Unfair Competition** - an attempt to gain unfair competitive advantage through false, fraudulent, or unethical commercial conduct.
- **Market Division** - an agreement between competitors not to compete within each other's geographic territories.
- **Group Boycotts** - two or more competitors agree not to do business with a specific person or company.
- **Exclusive Dealing Arrangements** - an agreement that a buyer will only buy exclusively from the supplier.
- **Price Discrimination** - charging different prices to similarly situated buyers. Certain types of price discrimination may be illegal under the Robinson-Patman Act.
- **Tying** - when a company makes the purchase of an item conditioned on buying a second item.

## COMPLY WITH ANTI-MONEY LAUNDERING LAWS

Firms must comply with the Bank Secrecy Act and its implementing regulations. The purpose of the anti-money laundering (AML) rules is to help detect and report suspicious activity including the predicate offenses to money laundering and terrorist financing, such as securities fraud and market manipulation.

AML policies and procedures exist to help financial institutions combat money laundering by stopping criminals from engaging in transactions to disguise the origins of funds connected to illegal activity.

Outline below is SMG's Standard Operating Procedure (SOP) as it pertains to AML.

### TERMINOLOGY

The following terms are used throughout this SOP:

- **SOP, Tasks, and Steps** - This is the "SOP Hierarchy." This SOP defines a set number of tasks designed to achieve an objective. Each task has its own major section in this document. Each task is further broken-down into steps. Tasks are assigned to a position(s) which are filled by an individual(s).

### OVERVIEW OF TASK

The objective of this task is to review any accounts that are deemed suspicious and file appropriate paperwork if needed with the IRS.

This task is defined as:

Scheduled - to be performed on a set schedule

Ad-hoc - to be performed as needed

If cash payments are presented to CFO or Accounting Manager to be accepted and/or deposited, the CFO and VP will be notified for review and approval.

This task is assigned to the following SMG roles:

Oversight roles: CFO and/or VP

Execution roles: Controller and/or CFO

#### STEPS WITHIN THE TASK

Need to Know Information/Pre-Requisites:

- Familiarity with Acumatica
- Familiarity with Excel
- Familiarity with current Anti-Money Laundering Laws

Time Standards/Performance Standards:

- Request should be reviewed as soon as made/received.
- Suspicious activity needs to be reported on IRS form 8300 needs and filed by the 15th day after the date the cash was received.
- Written or electronic statement to each person named on the required Form 8300 on or before January 31 of the year following the calendar year in which the cash is received.

If procedure is not followed, SMG will not be in compliance with our clients or the IRS.

Cash Walk-In Payment Amount Policy:

- Payer identification per the Client authentication requirements required.
- Cash payments in the amount of \$10,000 and above are not accepted.

STEP	DESCRIPTION	ASSIGNED POSITION
1	<p>Daily deposits are summarized on the Cash receipts weekly tab and non-AR money received is recorded in NON-AR cash receipts monthly Acumatica entry; and note compliance for "Anti-Money Laundering"</p> <ul style="list-style-type: none"> <li>The nature of the transaction will confirm business purposes; all others should be reviewed for fitting the anti-money laundering criteria.</li> </ul>	CFO/Accounting Manager
2	Note amounts from "Non-Receiveables" greater than \$10,000 and /or unexpected.	CFO/Accounting Manager

<p>3</p>	<p><b>Fill out Excel report for tracking</b></p> <p>In Excel (AML Log):</p> <p>CompanyShare&gt;Accounting Team&gt; Accounting P drive&gt; Bank Rec&gt; YEAR Cash Receipts.xlsx, AML Log Tab</p> <p><b>Fill out the Anti-Money Laundering Log tab of Excel spreadsheet</b></p> <ul style="list-style-type: none"> <li>• Fill in the Date (column A)</li> <li>• Fill in the Date Range (Column B)</li> <li>• Deposit Date (Column C)</li> <li>• Acumatica Cash Entry # (Column D)</li> <li>• Fill in Column E with either Yes or No if expected; if yes, add reason and account posted to the Anti-Money Laundering Log tab.</li> <li>• If not expected or there is suspicious activity, fill in column H with details.</li> <li>• If there is suspicious activity fill in column I with Yes or No depending on if the IRS form needs to be completed</li> <li>• If there is suspicious activity fill in column J with all information discussed on why or why not the form needs to be completed</li> <li>• If there is suspicious activity fill in column K with the date the IRS Form was completed</li> <li>• If there is suspicious activity fill in column L with the date 8300 was provided to each person named on the form</li> <li>• Email a copy of the AML Log tab to the Vice President and President (and CFO if sent by the Accounting Manager).</li> </ul>	<p>CFO/Accounting Manager</p>
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4	<p><b>Filling out IRS Form:</b></p> <ul style="list-style-type: none"> <li>• Prior to filling out any form review client specific documentation on how each client would like Money Laundered funds handled.</li> <li>• Account should be reviewed by Accounting Manager, CFO and Vice President. If Form 8300 is needed discuss with CFO what date and what other form of communication (form letter) needs to be sent to each person listed on the IRS form.</li> <li>• Fill out the 8300 form online on the IRS website. Follow the directions provided by the IRS website.</li> <li>• Copy of the IRS Form is saved in CompanyShare&gt;Accounting Team&gt; Accounting P drive&gt; Bank Rec&gt; folder</li> </ul>	CFO
5	<p><b>Report sent weekly to report "receipts" should indicate if any physical cash meets the below criteria:</b></p> <ul style="list-style-type: none"> <li>• Multiple MO, BT totaling \$10,000.00 or more within a rolling 1 year period</li> <li>• Multiple CA payments totaling \$10,000.00 or more within a 30-day period</li> <li>• Any single CA payment totaling \$10,000.00 or more</li> </ul>	CFO

Instructions on Form 8300 in the IRS Publication 1544 states "A cashier's check, bank draft, traveler's check, or money order with a face amount of more than \$10,000 is not treated as cash. These items are not defined as cash and you do not have to file Form 8300 when you receive them because, if they were bought with currency, the bank or other financial institution that issued them must file a report on FinCEN Form 104." "Exceptions: Cash is not required to be reported if it is received \*by a financial institution required to file Form 104, Currency Transaction Report...."

**SERVICE LEVEL AGREEMENT (SLA)**

This report will be reviewed weekly.

For performance of this task to be considered acceptable, this report must be reviewed weekly.

**MAINTENANCE AND REVIEW**

This SOP shall be reviewed and updated on a yearly basis or more frequently as needed.

Changes to this SOP shall be in accordance with the Company Document Control and Maintenance Processes.

# MISCELLANEOUS

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## BEST PLACE TO WORK

Safety Management Group strives to be a best place to work and values the input, ideas, and suggestions of all Associates.

Associates are encouraged to come forward with any suggestions they believe will benefit Safety Management Group, its Clients, or Associates. Examples include, but are not limited to, how the company can:

- Reduce costs
- Boost morale
- Engage Associates
- Prevent accidents
- Simplify procedures
- Increase productivity
- Improve services
- Conserve resources

Associates whose ideas or suggestions are adopted by Safety Management Group will receive special recognition and an award determined appropriate for the size of the impact the idea has on the organization.

In addition to the suggestion program, Safety Management Group has partnered with Emplify to conduct an Associate survey every 4 months. The survey is meant to measure Associate engagement and identify specific actions Managers can take to continually improve Associate, Manager, and team performance. Associates will receive an email link from Emplify and will have 1 week to complete the survey. Results of the survey will be shared by the Associate's Manager. All Associates are highly encouraged to complete the survey, and all survey responses will remain anonymous.

## CHANGE CONTROL

A process has been developed to establish an organized and systematic procedure for updating and revising current policies and procedures contained within the Associate Handbook.

The HR department is responsible for maintaining and distributing current versions of the Associate Handbook. The HR department is also responsible for preparing revisions and submitting for review and approval by the Executive team.

**Note:** In the event, a change is made to the Associate Handbook that is of a nature that requires it to be communicated immediately, a broadcast email will be issued to each Associate. Additionally, Managers will be instructed to discuss the change with their personnel immediately.

The Associate Handbook will be reviewed, at a minimum, on an annual basis, and the most current version will be located on the Paylocity self-service portal.

## **ASSOCIATE ACKNOWLEDGMENT**

The Associate Handbook describes important information about Safety Management Group, and I understand that I should consult my Manager regarding any questions not answered in the handbook. I have entered into my employment relationship with Safety Management Group voluntarily and acknowledge that there is no specified length of employment. Accordingly, Safety Management Group or I can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Safety Management Group's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of Safety Management Group has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.