



TRUCK LINES, LLC.

Employee Handbook & Policy Guide

Provided by: Corporate Human Resources

First Revision: January 1, 2021

INTRODUCTION.....	5
WELCOME AND PURPOSE.....	5
AT-WILL EMPLOYMENT STATEMENT	6
MISSION STATEMENT	6
AMERICANS WITH DISABILITIES POLICY.....	7
EMPLOYMENT TERMINATION POLICY.....	7
EQUAL EMPLOYMENT OPPORTUNITY.....	8
I-9 IMMIGRATION REFORM POLICY	9
WORKPLACE CONDUCT.....	9
CODE OF ETHICS POLICY.....	9
COMPLAINT POLICY.....	11
DISCIPLINARY ACTION POLICY	13
DRUG-FREE WORKPLACE POLICY.....	13
DRUG AND ALCOHOL TESTING POLICY	14
STANDARDS OF CONDUCT POLICY	18
VIOLENCE IN THE WORKPLACE POLICY	19
WEAPONS IN THE WORKPLACE POLICY	20
WORKPLACE BULLYING POLICY.....	20
WORKPLACE HARASSMENT.....	21
SEXUAL HARASSMENT	21
SUPERVISORS' RESPONSIBILITIES	22
PROCEDURES FOR REPORTING AND INVESTIGATING HARASSMENT.....	22
PENALTIES FOR VIOLATION OF ANTI-HARASSMENT POLICY.....	22
WORKPLACE VIOLENCE PREVENTION	23
BENEFITS POLICIES	23
COBRA	23
EMPLOYER-OFFERED INSURANCE POLICY.....	24
DOMESTIC PARTNERSHIP POLICY	25
EMPLOYMENT TAXES & VOLUNTARY DEDUCTIONS POLICY.....	25
TIME AWAY FROM WORK.....	26
COMMUNICABLE DISEASE POLICY	26
CONTAGIOUS ILLNESS POLICY.....	26
FAMILY AND MEDICAL LEAVE POLICY.....	27
FUNERAL LEAVE POLICY	34
JURY DUTY POLICY.....	35
LUNCH AND REST PERIODS POLICY	35
MILITARY LEAVE POLICY.....	35
NON-FMLA LEAVE POLICY	37
NURSING MOTHERS POLICY.....	39
PAID TIME OFF POLICY	40
PANDEMIC LEAVE POLICY.....	42

<i>PARENTAL/SCHOOL LEAVE POLICY</i>	<i>43</i>
<i>PERSONAL LEAVE POLICY</i>	<i>43</i>
<i>RELIGIOUS OBSERVANCES POLICY</i>	<i>45</i>
<i>SICK TIME POLICY</i>	<i>45</i>
<i>TIME OFF TO VOTE POLICY</i>	<i>46</i>
<i>INFORMATION & OFFICE SECURITY</i>	<i>46</i>
<i>EMERGENCY ACTION PLAN</i>	<i>46</i>
<i>FACILITY ACCESS & VISITORS POLICY</i>	<i>49</i>
<i>GENERAL COMPUTER USAGE POLICY</i>	<i>49</i>
<i>EMAIL</i>	<i>49</i>
<i>RECORDING DEVICES PROHIBITED POLICY</i>	<i>50</i>
<i>GENERAL PRACTICES</i>	<i>50</i>
<i>ANTI-DISCRIMINATION POLICY</i>	<i>51</i>
<i>ATTENDANCE AND STANDARD WORKING HOURS POLICY</i>	<i>51</i>
<i>ALTERNATIVE WORKING SCHEDULES POLICY</i>	<i>51</i>
<i>BACKGROUND CHECK POLICY</i>	<i>51</i>
<i>BUSINESS EXPENSE REIMBURSEMENT POLICY</i>	<i>52</i>
<i>CELL PHONE - EMPLOYER-PROVIDED POLICY</i>	<i>54</i>
<i>CELL PHONE USE FOR NONEXEMPT EMPLOYEES</i>	<i>54</i>
<i>CELL PHONE USE WHILE DRIVING</i>	<i>54</i>
<i>COMPANY CAR POLICY</i>	<i>55</i>
<i>COMPANY CREDIT CARD POLICY</i>	<i>56</i>
<i>CONFIDENTIAL INFORMATION AND COMPANY PROPERTY POLICY</i>	<i>57</i>
<i>CONFLICTS OF INTEREST POLICY</i>	<i>58</i>
<i>CUSTOMER COMPLAINT POLICY</i>	<i>58</i>
<i>DIRECT DEPOSIT POLICY</i>	<i>59</i>
<i>DIVERSITY POLICY</i>	<i>61</i>
<i>DRESS CODE POLICY</i>	<i>61</i>
<i>DRIVING WHILE ON COMPANY BUSINESS POLICY</i>	<i>62</i>
<i>EMPLOYEE CLASSIFICATION POLICY</i>	<i>63</i>
<i>EMPLOYEE FRATERNIZATION POLICY</i>	<i>64</i>
<i>EMPLOYEE PRIVACY</i>	<i>64</i>
<i>EMPLOYEE REFERRAL BONUS POLICY</i>	<i>65</i>
<i>EMPLOYMENT OF RELATIVES POLICY</i>	<i>65</i>
<i>FLEXTIME POLICY</i>	<i>66</i>
<i>GRIEVANCE PROCEDURE</i>	<i>66</i>
<i>HOURS OF WORK</i>	<i>68</i>
<i>IMPROPER PAYMENTS AND GIFTS POLICY</i>	<i>68</i>
<i>INTERNAL TRANSFER/PROMOTION POLICY</i>	<i>68</i>
<i>INJURY & ILLNESS REPORTING POLICY</i>	<i>68</i>
<i>INTERNET ACCESS</i>	<i>69</i>

<i>LEAVING THE COMPANY.....</i>	<i>69</i>
<i>MEDIA RELATIONS POLICY.....</i>	<i>69</i>
<i>OFFICE EQUIPMENT</i>	<i>70</i>
<i>ONLINE SOCIAL NETWORKING POLICY.....</i>	<i>70</i>
<i>OPEN DOOR POLICY.....</i>	<i>72</i>
<i>ORIENTATION PERIOD POLICY</i>	<i>72</i>
<i>ORIENTATION AND TRAINING.....</i>	<i>72</i>
<i>OVERTIME PAY POLICY</i>	<i>72</i>
<i>PAY PERIODS AND CHECK DISTRIBUTION POLICY</i>	<i>73</i>
<i>PERFORMANCE EVALUATION POLICY</i>	<i>73</i>
<i>PERSONNEL RECORDS POLICY.....</i>	<i>73</i>
<i>PHONE CALL POLICY.....</i>	<i>74</i>
<i>PHYSICAL EXAMINATION AND/OR EFA BASELINE TESTING POLICY</i>	<i>75</i>
<i>SAFETY POLICY.....</i>	<i>75</i>
<i>SALARY ADVANCE POLICY.....</i>	<i>76</i>
<i>SEVERE WEATHER POLICY</i>	<i>77</i>
<i>SMOKE-FREE ENVIRONMENT POLICY.....</i>	<i>77</i>
<i>SOCIAL FUNCTIONS POLICY.....</i>	<i>77</i>
<i>SOLICITATIONS, DISTRIBUTIONS & USE OF BULLETIN BOARDS POLICY</i>	<i>78</i>
<i>TELECOMMUTING.....</i>	<i>78</i>
<i>TIME CARD REGULATIONS POLICY.....</i>	<i>78</i>
<i>WORKERS’ COMPENSATION POLICY</i>	<i>78</i>
<i>WORKSPACE.....</i>	<i>78</i>
<i>COMPANY PAID CREDIT CARD EXPENSE REPORT</i>	<i>80</i>
<i>RECEIPT OF THE COMPANY EMPLOYEE HANDBOOK</i>	<i>81</i>
<i>RECEIPT OF ANTI-HARASSMENT AND SEXUAL HARASSMENT POLICIES</i>	<i>82</i>

Introduction

Welcome and Purpose

The Company Employee Handbook establishes policies, procedures, benefits and working conditions that will be followed by all employees as a condition of their employment with the Company.

The Company strives to provide an employee-friendly environment in which goal-oriented individuals thrive. Our Company commitment to serving customers and providing quality products and services is unwavering. These policies, procedures and working conditions provide a work environment in which both customer and employee interests are served.

We value our employees' talents, skills and abilities and seek to foster an open, cooperative and dynamic environment in which we can all excel. The Company provides an environment where employees are encouraged to bring ideas **and** challenges to any level of management.

The Company is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race or color does not affect employment decisions including hiring, promotion, development opportunities, pay or benefits. We offer fair treatment of employees based on merit and comply with all applicable federal, state and local labor laws.

Employment with the Company is on an "at-will" basis, which means that either an employee or the Company may terminate the employment relationship at any time, for any reason, with or without cause. This handbook is not a contract of employment nor is it intended to create contractual obligations for the Company of any kind or alter the at-will employment relationships between the Company and our employees. Only a written agreement, signed by the President of the Company can change the at-will nature of the employment of any individual.

The policies and procedures outlined will be applied at the discretion of the Company management. As such, the Company may deviate from the policies, procedures, benefits and working conditions described in this handbook. The Company may also withdraw or change the policies, procedures, benefits and working conditions described in this handbook at any time, for any reason. While it is our goal to provide employees with notice of such changes, prior notice is not required before a change is implemented. Throughout an employee's employment with the Company, it is his or her responsibility to remain up to date on Company policies, procedures, benefits and working conditions—both published and unpublished.

No provision in this handbook can be waived without written permission from the Company's President or designee. Please review the policies, procedures, working conditions and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to, abide by and acknowledge your receipt of this employee handbook.

Important Information Regarding Arbitration

This Employee Handbook requires you to arbitrate any claim you may have against us (with a few exceptions), unless you choose to opt out. It also prohibits you from bringing any class, collective, consolidated, or (non-PAGA) representative action against us, and from participating in or recovering relief under any current or future class, collective, consolidated, or (non-PAGA) representative action brought against us by someone else. The agreement to arbitrate is optional and is not a condition of employment. As noted, you have a right to unilaterally opt out of the agreement to arbitrate within 30 days of your date of hire.

At-Will Employment Statement

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Neither this handbook nor any other the Company document confers any contractual right, either expressed or implied, to remain in the Company's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not set for any specific time and may be terminated at will, with or without cause and without prior notice by the Company, or you may resign for any reason, at any time. While there may be a disciplinary process in place, in certain situations, the Company may make the decision to terminate you without first taking these disciplinary steps.

No supervisor or other representative of the Company (except the President, in writing) has the authority to enter into any agreement of employment for any specified period, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will make every attempt to inform you of any changes as they occur.

Some of the subjects described here are covered in detail in official benefit policy documents. You should refer to those documents for specific information since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

Mission Statement

Our mission is to provide our customers with experienced and trained drivers and staff that will support one another to ensure safe and reliable delivery of the freight with which we are entrusted. Our goal is to establish long-term relationships built upon trust and confidence through proven performance.

Americans with Disabilities Policy

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

The Company complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). The Company does not discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

The Company will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or
- An undue hardship to the Company.

Individuals who are currently using illegal drugs are excluded from coverage under the Company ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues. Contact them with any questions or requests for accommodation.

Employment Termination Policy

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
- Termination—involuntary employment termination initiated by the Company
- Layoff—involuntary employment termination initiated by the Company for non-disciplinary reasons

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by the Company and your co-workers. This notice should be in the form of a written statement.

If you fail to report to work for two consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.

In the case of termination due to resignation, retirement or a permanent reduction in the work force, your accrued PTO pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any PTO used in excess of accrued time will be deducted from your final paycheck.

Furthermore, any outstanding financial obligations owed to the Company will also be deducted from your final check. If your final check does not sufficiently cover the money owed to the Company, you will remain liable for that amount.

A meeting between you and Human Resources will take place prior to your last day of work. If applicable, your rights concerning continuation of group health benefits will be discussed during this meeting. Parking passes, office keys, Company equipment and building passes must be returned at this time, along with all other Company property and confidential information.

If you leave the Company in good standing, you may be considered for re-employment.

Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.

Upon resigning from the Company, you should continue to provide the Company with an accurate address for at least one year for tax purposes.

Equal Employment Opportunity

The Company provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability or genetics. In addition to federal law requirements, the Company complies with applicable state and local laws governing nondiscrimination in employment in every location in which the Company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any form of workplace harassment based on race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status is expressly prohibited.

We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to ensuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. The Director of Human Resources serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives. Please contact Human Resources with questions or concerns.

I-9 Immigration Reform Policy

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, the Company must terminate his or her employment. Please contact Human Resources with questions or concerns.

Workplace Conduct

Code of Ethics Policy

The Company maintains specific policies to assist employees in adhering to certain standards of conduct. These policies are in place to preserve the Company's reputation and prevent adverse consequences to all parties involved. This policy is designed to establish standards of conduct with respect to payments and political contributions.

Prohibition of Improper Payments

The Company requires all employees to only use lawful practices involving payments to customers, political parties, officials, candidates or governmental authorities. As a result, kickbacks and bribes offered with the intent of inducing or rewarding specific buying decisions or actions are strictly prohibited. No Company employee may offer to make direct or indirect payments of value in the form of compensation, gifts or contributions to any of the following:

- Persons or firms employed by or acting on behalf of a customer (private or governmental) for the purpose of rewarding favorable actions in a transaction.
- Any governmental officials, political parties or officials of a party or candidate for political office, for the purpose of rewarding favorable actions or influence of the official, party or candidate.

These restrictions are not applicable to ordinary, reasonable business entertainment expenses and gifts of no substantial value. Management should exercise sound judgment and discretion about controlling and authorizing these business expenses on a regular basis.

Political Contributions

The Company will not make any contributions to any political party or candidate for political office in violation of federal or state law.

Reporting to Management

Any employee who must authorize, make or agree to a payment that may be contrary to this policy must report this information to his or her supervisor or to the Company's legal counsel immediately. If an employee learns that a coworker is engaging in conduct contrary to this policy, the employee must report this information to his or her supervisor or the Company's legal counsel immediately as well. Management personnel who receive a report will promptly discuss the issue with legal counsel for further investigation.

Antitrust Laws

Antitrust laws are relevant to many business decisions, and those who engage in illegal actions against such laws are subject to fines and imprisonment. Management will help guide employees in abiding by antitrust decrees applicable to the Company. The Company intends to comply with all U.S. antitrust laws applicable to normal business operations and will hold employees responsible for abiding by these laws as well.

In compliance with Section I of the Sherman Antitrust Act:

- No employee may enter into an agreement (expressed or implied, formal or informal, written or oral) with any competitor restricting any of the following conditions or business offerings:
 - Prices
 - Costs
 - Profits
 - Offerings of products and services
 - Terms of sale conditions
 - Production or sales volume
 - Production capacity
 - Market share
 - Quote decisions
 - Customer selection
 - Sales territories
 - Distribution methodology
- No employee may enter into an agreement with a purchaser or lessee restricting the right of the purchaser or lessee to determine the price to resell or lease the product in question. Employees may also not enter into such agreements when the Company is the purchaser or lessee in the agreement.

The following situations may be in violation of antitrust laws under certain circumstances. Employees may not enter into these agreements without consulting legal counsel in advance and obtaining clearance to enter into such agreements.

- Agreements with customers or suppliers regarding the sales or purchases of reciprocal purchases or sales by customers or suppliers.
- Agreements with purchasers or lessees of products of the Company that would restrict customers from using or reselling products as they choose to do so.
- Agreements with any party that would restrict all parties involved to manufacture a product or provide a service to a third party.

Exchange of Information with Competitors

Communication with competitors would be an infringement of antitrust laws, specifically if the communication is accompanied by some action. The prohibitions of this policy are intended to avoid antitrust infringements. Under this policy, no employee may discuss information on any subject with a competitor or another third party acting on behalf of a competitor to remain compliant with Section I of the Sherman Antitrust Act, unless the Company's legal counsel determines that the communication would not violate antitrust laws.

When participating in trade associations and other meetings with competitors, employees may not attend:

- Unauthorized meetings with competitors.
- Meetings where the communication with competitors is in violation of the paragraph above.
- Meetings for trade associations held to discuss business without adhering to the formal rules established by the trade association for its meetings.

Employees must recognize that participating in development and product certification events impacting competitors or suppliers may initiate antitrust violations. Consult with the Company's legal counsel before attending any event that may develop standards or certify products with competitors.

Violations of this Policy

If an employee violates this policy, he or she may be subject to termination or other disciplinary action to prevent future violations. The following individuals may be subject to disciplinary action or termination:

- Employees who are in direct violation of this policy.
- Employees who deliberately withhold information concerning the violation of this policy or fail to report a violation of this policy.
- Management personnel who fail to report violations of this policy by their subordinates.

If an employee is accused of violating antitrust laws, yet he or she did consult legal counsel and acted in good faith, the employee may not face disciplinary action under this policy. The Company may also assist in the employee's defense, within the confines of the law.

Complaint Policy

The Company strives to be responsive to our employees' concerns. We understand that problems, misunderstandings and frustrations may arise from time to time. Therefore, we encourage open communication. Any concerns employees have should be promptly reported to management so that a solution may be devised. To facilitate this, an employee may use the procedure outlined in this policy to resolve or clarify his or her concerns.

All complaints should be made in good faith.

Step 1: The employee should discuss the situation with his or her immediate supervisor. If the issue involves the employee's supervisor, the employee may discuss it with another member of management or Human Resources. The supervisor or other member of management should respond to the employee within five working days of meeting with the employee about this issue.

Step 2: If the issue is not resolved to the mutual satisfaction of the employee and supervisor, or if the supervisor fails to respond within five working days, the employee may submit a written complaint to the employee's director or department head. The employee may ask Human Resources staff for assistance in writing the complaint. The employee has five working days from when the initial decision was received to submit this second-level complaint.

The written complaint should include:

- An explanation of the incident and the date the incident occurred
- Suggestions for ways to resolve the problem
- A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the supervisor. If the supervisor provided no response, this should be stated.

Upon receipt of the complaint, the director/department head will schedule a meeting with the employee. This meeting will take place within five working days of receiving the complaint. Within five working days of this meeting, the director/department head should issue a decision orally and in writing to the employee.

Step 3: If the employee is dissatisfied with the decision received through Step 2, he or she may appeal the decision. Appeals must be submitted, in writing, to Human Resources within five days of receiving the director's/department head's decision.

Human Resources may meet with the parties involved to facilitate a resolution. Human Resources will submit a final resolution to the President/CEO for his or her approval. Then, the final decision will be provided to the employee both in writing and orally. Human Resources will provide the employee with the final decision no more than 15 working days from the date it was received. The decision cannot be appealed beyond this step.

Examples of complaints employees may have:

- Suggestions for improvement
- Concerns about working conditions
- Issues with co-workers
- Concerns about treatment at work

If an employee fails to appeal from one step to the next within the time limit of five working days, the issue will be considered settled based on the last decision provided.

The Company reserves the right to impose disciplinary action for any conduct it considers disruptive or inappropriate. The circumstances of each situation may differ, and the level of management action may vary depending on the factors of the situation.

No Company employee will be subject to retaliation for filing a good faith complaint under this policy.

When a complaint is voiced, management will do its best to remedy the situation. Every employee may not be satisfied with every solution; however, employee input is valued, and the Company wants to foster an environment where all employees feel comfortable reporting their concerns.

Disciplinary Action Policy

Disciplinary actions may entail verbal, written and final warnings, suspensions and termination. Not all these actions may be followed in all instances. The Company reserves the right to exercise discretion in discipline. Warning is not a requirement for termination. Documentation of disciplinary actions will be placed in personnel files.

The Company reserves the right to take any disciplinary action the Company considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some examples where immediate termination could result. This list is general in nature and is not intended to be all inclusive:

- Discourtesy to a customer, vendor or the general public resulting in a complaint or loss of good will
- Refusal or failure to follow directions from management; insubordination
- Breach of confidentiality relating to employer, employee, customer or vendor information
- Altering, damaging or destroying Company property or records, or another employee's property
- Dishonesty
- Providing false or misleading information to any Company representative or in any Company records, including the employment application, benefits forms, timecards, expense reimbursement forms and similar records
- Fighting or engaging in disorderly conduct on the Company's or a customer's premises or off-site while representing the Company
- Violations of any of Company's employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest and code of conduct
- Conduct or performance issues of a serious nature
- Failure of a drug or alcohol test

The Company recognizes that personal issues can sometimes affect your performance. The Employee Assistance Program (EAP) is available to employees and their families to provide confidential help with a wide variety of personal problems, issues and concerns.

Use of EAP services, however, does not excuse you from complying with Company policies and procedures, or from achieving job requirements or expectations during or after receiving EAP assistance. Participation in the EAP will not prevent the Company from taking disciplinary action when warranted.

Drug-Free Workplace Policy

We recognize alcohol and drug abuse to be potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this Drug-free Workplace Policy is a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises or in any vehicle used for Company business must notify the Company no later than five days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

Disciplinary action will be taken for drug-related crimes, regardless of whether they happened during working hours or on an employee's own time.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

Drug and Alcohol Testing Policy

The Company is committed to protecting the safety and well-being of all employees in our workplace. We recognize that alcohol abuse and drug abuse pose a significant threat to our goals. We have established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment.

Any individual who conducts business for the Company or applies for a position with the Company is covered by our drug-free workplace policy. Our policy includes, but is not limited to, full-time employees, part-time employees, volunteers, contractors, interns and applicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the Company. Therefore, this policy applies during all working hours, whenever an individual is conducting business or representing the Company, and while an individual is on call, on Company property and at Company-sponsored events.

It is a violation of this policy to use, sell, possess, trade and/or offer to sell alcohol, illegal drugs or intoxicants. In accordance with the federal Drug-Free Workplace Act, individuals convicted of a criminal drug violation, including misdemeanors, occurring on Company property or Company time must notify the Company within five calendar days of the conviction. This includes any findings of guilt, pleas of "no contest" and impositions of fines, jail sentences or other penalties. The Company will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Disciplinary Actions

Employees who test positive for drugs and/or alcohol, or who refuse to submit to testing, will be subject to disciplinary action(s), up to and including termination. No employee who tests positive for drugs and/or alcohol will be allowed to return to work until he or she has done the following:

- Signed the Rehabilitation Agreement form

- Successfully completed an assessment and/or treatment for drug and/or alcohol abuse
- Received certification from a qualified medical professional that he or she is free from drug and/or alcohol use
- Taken a drug and/or alcohol test, received negative test results and consented to follow-up testing

Testing

Employees are subject to drug and alcohol testing at any time, with or without notice.

To ensure accuracy and fairness, all testing will be conducted according to Substance Abuse and Mental Health Services Agency (SAMHSA) guidelines, where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

- *Pre-employment Testing:* Every job applicant will be required to take and pass a drug and/or alcohol test before he or she may officially be hired by the Company. Each applicant will be notified that a drug and/or alcohol test is required as part of the interview process and that any and all job offers are contingent upon successfully passing a drug and/or alcohol test.
- *Periodic Group Testing:* Employees will periodically be required to submit a specimen for an unannounced drug and/or alcohol test. Employees will be given short notice of the test and will be told when the testing will occur.
- *Random Testing:* Every employee has the chance of being selected to provide a specimen for a drug and/or alcohol test. Such random testing will take place annually. Selection for testing will be done to ensure that the selection of individuals is done at random.
- *Reasonable Suspicion Testing:* If there is suspicion that an employee is under the influence of drugs and/or alcohol while on Company property or time, the employee will be required to take a drug and/or alcohol test. Reasonable suspicion will be based on observable instances or actions such as, but not limited to, the following:
 - Dangerous conduct
 - Unexplained decrease in job performance
 - Hostile interpersonal relations
 - Possession of drug paraphernalia
 - Noticeably reduced short-term memory
 - Physical symptoms (including bloodshot eyes, slurred speech and vomiting)
 - Anxiety
 - Inability to concentrate
- *Post-accident Testing:* Every employee who is directly involved in, or whose actions contributed to, an accident on the job must submit to a drug and/or alcohol test as soon as possible after the incident occurs. Accidents include all Occupational Health and Safety Administration (OSHA) recordable incidents, actions or omissions that result in near-miss accidents and accidents involving injury requiring first aid or off-site medical attention. Accidents also include property damage caused by human error.

- *Follow-up Testing:* Employees who have tested positive for drugs and/or alcohol, and employees who have attended drug and/or alcohol-related counseling may not return to work until they have been evaluated by a medical professional in a substance abuse treatment facility and have successfully passed a drug and/or alcohol test. Employees who return to work will be subject to follow-up tests, all of which will be unannounced.

Any employee who tests positive will be immediately removed from duty.

Each of the following actions constitutes a refusal to submit to testing:

- Failure to provide an adequate urine, blood, breath or saliva specimen for a drug and/or alcohol test without a valid medical explanation
- Failure to be escorted to a testing facility
- Tampering with, adulterating or diluting a specimen
- Refusing to sign a Chain of Custody form at the testing facility

Employees do have the option to refuse to submit to drug and/or alcohol tests; however, doing so will constitute a violation of this policy. Refusal to take a drug and/or alcohol test will also be considered a positive test result, which subjects the employee to disciplinary action(s). Job applicants who refuse to submit to drug and/or alcohol testing will not be considered for employment.

Collection of Specimens and Testing

The Company subscribes to the collection and testing procedures outlined by SAMHSA. This protocol protects the privacy and confidentiality of the employee. Under certain circumstances, protocol requires that specimen donors provide a fresh specimen in the presence of a witness; however, this only occurs if there is suspicion of any of the following:

- The specimen is not from the donor
- The specimen was altered or tampered with
- The collection is part of a post-treatment monitoring program
- The donor adulterated the previous specimen

All specimens collected for drug and/or alcohol testing will be processed using employees' Social Security numbers as identification to ensure confidentiality.

Necessary Forms

Specimens will be tracked using a Custody and Control Form from the point of submission through destruction. Employees submitting specimens will be required to sign the Custody and Control Form. If an employee does not sign this form, a retest will be requested. An employee who refuses to sign after it is requested of him or her will be considered as having refused testing and will be subject to disciplinary action.

Laboratory Testing

All drug and/or alcohol testing will be conducted in a laboratory certified by the U.S. Department of Health and Human Services (HHS), according to the following procedures: (1) specimens will be screened for amphetamines, benzoylecgonine

(cocaine), opiates, phencyclidine (PCP) and tetrahydrocannabinol (THC or marijuana); and (2) test results will be confirmed by gas chromatography/mass spectrometry (GC/MS). The Company reserves the right to test for other substances as well.

No specimen will be considered positive until it has been confirmed at the level established by HHS. If no established levels have been set by HHS for a tested substance, the Company will hold the testing facility responsible for establishing an acceptable level.

Test results for alcohol revealing a blood alcohol content of .04 or greater will be considered positive.

Results

Positive test results will be reported to the Medical Review Officer (MRO), who will then contact the employee to discuss the results. Should the MRO be unable to contact the employee, he or she will contact the Company for assistance. If the MRO cannot contact the employee within five days of testing or the results reveal a major safety concern, the MRO may disclose positive test results to the Company. At that point, the Company reserves the right to take the employee off active duty until the MRO can contact the employee. When the MRO does contact the employee, and only if he or she can provide a viable reason for why the test came back positive, then the positive test result will be reported to the Company as negative.

Use of Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medication as legally prescribed by a licensed physician. If an employee is taking prescription medication with potential side effects that may infringe on the safety of the employee or others, he or she must notify the Company. Failure to do so may result in disciplinary action, up to and including termination.

The Company may contact the employee's physician to investigate whether it is necessary to impose restrictions on job duties as a result of the employee's use of prescription medication. If the Company and the physician determine that the employee should be removed from performing his or her job duties, the Company will notify the employee immediately.

Confidentiality

Results of all drug and/or alcohol testing will be kept separate from employee personnel files and treated as confidential information. No results, whether positive or negative, will be shared with anyone outside of the employee's direct supervisory chain of command, except when necessary for treatment or physician confirmation purposes.

NOTE: The Company may disclose the results of a drug and/or alcohol test to decision-makers in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee.

Employee Assistance Program Policy

The Company knows that substance abuse problems affecting individual employees may also affect their job performance and personal lives. Although employees can usually resolve issues on their own, at times, they may benefit from additional assistance. The Company offers a free and confidential counseling service to employees and their family members (if applicable). This Employee Assistance Program (EAP) includes short-term counseling as well as referral services. This service is staffed by specialists qualified to assist with alcohol, drug, medical, marital, financial, legal, family and emotional problems.

The EAP is available to all employees, but is not required except when job performance, attendance or job responsibilities are negatively affected. All employees are welcome to make use of these services to better their personal lives.

In addition, an employee who voluntarily comes forward before violating this policy will be given the opportunity to seek treatment in accordance with the Voluntary Rehabilitation Agreement. In the event of a positive drug and/or alcohol test

result, the Company will refer the individual to available resources, either at the employee's expense, or, if applicable, as covered by the Company's health plan. Prior to entering treatment, the employee will be required to sign a form consenting to the release of information regarding his or her treatment and return to work status. Upon leaving the treatment facility, an evaluation will be required to demonstrate that treatment was completed successfully.

If treatment requires time off from work, the time will be unpaid, unless PTO is used. Upon return to work, the Company will remain in contact with the treatment facility to ensure ongoing compliance with the recommended treatment. In addition, the employee will be required to submit to drug and/or alcohol testing for up to 60 months, at the discretion of the Company. Should the individual test positive for any substance at any point during that time, he or she will be immediately terminated.

Work Rules

The following work rules apply to all employees:

- Whenever employees are working, are operating any Company vehicle, are present on Company premises, or are conducting related work off-site, they are prohibited from:
 - Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
 - Being under the influence of alcohol or an illegal drug as defined in this policy.
- The presence of any detectable amount of any illegal drug or illegal controlled substance in an employee's body while performing Company business or while in a Company facility is prohibited.
- The Company will not allow any employee to perform their duties while taking prescribed drugs that are adversely affecting the employee's ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in the container labeled by a licensed pharmacist or be prepared to produce it if asked.
- Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Standards of Conduct Policy

The Company adopts this policy to ensure orderly operations and to provide the best possible work environment. The Company expects employees and others who may be engaged to provide services from time to time (such as temporary personnel, consultants and independent contractors) to adhere to these standards of conduct while on Company premises, attending Company functions or otherwise performing work-related activity and representing the Company.

The Company is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with our Company are treated in a respectful and fair manner. While not intended to list all the forms of behavior that are considered unacceptable, the following are examples of conduct that may result in disciplinary action:

- Theft or inappropriate removal or possession of property
- Falsification of records, including timekeeping
- Working under the influence of alcohol or illegal drugs

- Possession, manufacture, sale, transfer, distribution or use of alcohol or illegal drugs in the workplace, while representing the Company, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Company, customer or co-worker property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment or touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones or other Company equipment
- Using Company equipment for purposes other than business
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Any employee who deviates from these rules and standards will be subject to disciplinary action, up to and including termination of employment.

Violence in the Workplace Policy

It is the Company policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, the Company will not tolerate violence or threats of violence of any form in the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to Company employees, clients, customers, guests, vendors and persons doing business with the Company.

It is a violation of this policy to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intimidation or intent to harm persons or property. Examples include but are not limited to the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (e.g., in writing or by phone, fax or email)
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual
- Any other conduct or acts that management believes represent an imminent or potential danger to safety or security

Anyone with questions or complaints about behaviors that fall under this policy may discuss them with a supervisor or a Human Resources representative. The Company will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination. When such actions involve non-employees, the Company will take action appropriate for the circumstances. When appropriate, the Company will also take any legal actions available and necessary to stop the conduct and protect the Company, our employees and property.

Weapons in the Workplace Policy

Unless prohibited by state law, the Company prohibits the possession of firearms or any other lethal weapon on Company property, in a vehicle being used on Company business, in any Company-owned or leased parking facility or at a work-related function. This applies to all employees, visitors and customers on Company property, even those who are licensed to carry weapons. The only exception to this is an employee who is required to possess weapons in order to fulfill his or her job duties as outlined by the Company.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles and bb guns)
- Knives (switchblades, gravity knives or any knife with a blade longer than three inches)
- Metal knuckles
- Bows and arrows
- Tasers

We prohibit weapons to ensure the safety and security of all employees and persons visiting the Company. Any employee found in violation of this policy will be subject to disciplinary action, up to and including immediate termination. If you have questions or concerns regarding this policy, please contact Human Resources.

Workplace Bullying Policy

The Company is committed to providing a safe and healthy work environment for all employees. As such, the Company will not tolerate bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working, attending work functions and traveling on business.

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the workplace or in the course of employment. Such behavior violates the Company policies, which state that all employees will be treated with dignity and respect.

Bullying can be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will be given no consideration when a complaint is investigated. It is the effect of the behavior that will be considered.

Bullying can be:

- Verbal bullying: slandering, ridiculing or maligning a person or his or her family or associates; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assaulting or threatening to assault, damaging a person's work area or property.
- Gesture bullying: nonverbal threatening gestures; glances that can convey threatening messages.
- Exclusion: unintentionally disregarding a person or excluding a person from work-related activities.

The following are examples of some, but not all, behavior that may constitute or contribute to evidence of bullying:

- Repeatedly singling out a person.

- Pointing at or raising your voice at an individual, whether in public or private.
- Shutting a person out; not allowing him or her to speak or express him- or herself (ignoring or interrupting); interfering with email or other forms of communication; not including him or her in meetings.
- Humiliation in any form; verbal or obscene gestures, personal insults or offensive nicknames.
- Constant criticism unrelated or minimally related to job performance; public reprimand.
- Hampering an individual's ability to do his or her work; assigning menial tasks not aligned with normal job duties; taking credit for another's work or ideas.
- Spreading rumors or gossiping about another.

Bullying can have devastating results to the individual and the workplace. If you are subjected to bullying, or witness or suspect bullying is taking place, report it to your supervisor and/or to Human Resources immediately. All suspected incidents of bullying will be thoroughly investigated, and disciplinary measures will be taken accordingly.

Workplace Harassment

The Company is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, the Company has adopted a policy of "zero tolerance" regarding employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability, or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients, or customers, whether at work or outside of work, is grounds for immediate termination. The Company will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly, and impartially investigated, and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual Harassment

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include but is not limited to subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates. Company policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he

or she does not fit the stereotype of being male or female. The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or the Human Resources Department.

The Company prohibits sexual harassment of all kinds. This policy applies not only to employees, but also to clients, customers, guests, vendors and anyone else doing business with the Company. Any employee who feels that he or she has been a victim of sexual harassment, or who believes that he or she has witnessed sexual harassment, should (if possible) directly and immediately inform the harasser that the conduct is unwelcome and that he or she must stop. The victim should also notify Human Resources immediately.

Supervisors' Responsibilities

All managers are expected to ensure that the work environment is free from sexual and other harassment. They are responsible for the application and communication of this policy within their work areas. Managers should:

- Encourage employees to report any violations of this policy before the harassment becomes severe or pervasive.
- Make sure Human Resources Department is made aware of any inappropriate behavior in the workplace.
- Create a work environment where sexual and other harassment is not permitted.

Procedures for Reporting and Investigating Harassment

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co-worker, vendor, visitor, or client, should promptly notify their immediate supervisor, designated manager, or Human Resources Department. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the Director of Human Resources or Director of Risk Management. The Company takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by the Company.

The Company prohibits retaliation against any employee who files or pursues a harassment claim. Any employee who believes he/she has been a victim of retaliation should report it to Human Resources. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate, educate, or act in response to the complaint. However, complete anonymity cannot be guaranteed.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged "harasser" will be informed of the determination. Where appropriate, the "harasser" and the "victim" may be offered mediation or counseling through an employee assistance program (EAP).

Penalties for Violation of Anti-Harassment Policy

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct and take such action as is appropriate under the circumstances. Such action may range from counseling to

termination of employment and may include such other forms of disciplinary action (such as, for example, suspension), as the Company deems appropriate under the circumstances and in accordance with applicable law.

Workplace Violence Prevention

As stated above, the Company is committed to the safety and security of our employees. Workplace violence presents a serious occupational safety hazard to our organization, staff, and clients.

Workplace violence includes any physical assault or act of aggressive behavior occurring where an employee performs any work-related duty in the course of his or her employment, including but not limited to an attempt or threat, whether verbal or physical, to inflict physical injury upon an employee; any intentional display of force which would give an employee reason to fear or expect bodily harm; intentional and wrongful physical contact with a person without his or her consent that entails some injury; or stalking an employee with the intent of causing fear of material harm to the physical safety and health of such employee when such stalking has arisen through and in the course of employment.

Acts of violence by or against any of our employees where any work-related duty is performed will be thoroughly investigated and appropriate action will be taken, including involving law **enforcement** authorities when warranted. All employees are responsible for helping to create an environment of mutual respect as well as clients and visitors, following all policies, procedures and practices, and for assisting in maintaining a safe and secure work environment.

Benefits Policies

COBRA

The Company complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This federal law gives covered employees (and their dependents) who have lost health benefits the right to continue group health plans for limited periods of time under certain circumstances (called “qualifying events”). All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage. The following is a summary of COBRA continuation topics. Employees should refer to the applicable group health plan documents for comprehensive information regarding COBRA administration. Where there is any discrepancy between the below summary and the group health plan documents, the group health plan documents will control.

Qualifying events for employees that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying events for spouses that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee’s employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for spouses that allow up to 36 months of benefit continuation:

- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying events for dependent children that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee’s employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for dependent children that allow up to 36 months of benefit continuation:

- Loss of dependent child status under the plan rules
- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify Human Resources within 60 days to maintain his or her COBRA rights. Within 14 days of that notification, Human Resources will provide enrollment materials to the employee or covered dependent.

The covered employee or dependent has 60 days from either the date that coverage would ordinarily have ended under the plan due to a qualifying event or the date of notification, whichever comes later, to elect continuation of coverage. Election of coverage is established by completing and returning enrollment materials to Human Resources.

COBRA premiums will be billed by the applicable insurance provider. The first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation coverage will end after 18 months if the qualifying event was a termination or reduction in hours, unless the qualified beneficiary is disabled at the time of the qualifying event, in which case coverage may extend to 29 months. For all other qualifying events, continuation coverage will end after 36 months.

Early termination of COBRA continuation coverage will occur if:

- The Company discontinues its insurance plan;
- The qualified beneficiary fails to make a premium payment in a timely fashion; or
- The person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

Employer-Offered Insurance Policy

The Company provides group health, dental and vision insurance plans to all active employees who are normally scheduled to work 30 or more hours per week. Details concerning available plans, level of coverage and premium costs are in the benefit information provided during new hire orientation or available from Human Resources.

Insurance coverage begins on the first day of the following month following 60 days from date of hire. All necessary enrollment forms must be completed by the employee before this date. Current part-time employees who become full-time employees will be notified by Human Resources when they are eligible to enroll.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by The Company will be outside the plan. The only exception to this is in the case of a Change in Election Event for an applicable benefit. Some common Change in Election Events includes changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the Change in Election Event, as described in the Plan.

Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document, as amended from time to time controls payment of any benefits.

Enrollment in group insurance is voluntary. There will be no increase in wages if an employee waives coverage. For inquiries, contact the Human Resources department.

Domestic Partnership Policy

The Company offers health insurance and other benefits to employees' domestic partners and their children, whether those partners are of the same or opposite sex. The main difference in this coverage is that premiums for domestic partners must be paid with after-tax dollars; the IRS does not recognize partners other than legally married spouses. To register or terminate a domestic partnership, please contact Human Resources.

In order to qualify as a domestic partner under this policy, an employee will be asked to sign a statement testifying that he or she lives in an exclusive and mutually committed relationship, similar to a recognized marriage. In addition, the employee is required to state that both individuals are:

- 18 years of age or older;
- Mutually responsible for each other's welfare and financial obligations to third parties; and
- Not legally married to other people and not related in any way that would prohibit marriage according to state laws.

Employment Taxes & Voluntary Deductions Policy

As an employee of the Company, you are responsible for paying federal, state and local taxes. This includes income, Social Security and Medicare taxes. These taxes will be automatically withdrawn from each of your paychecks at a rate that is determined by the number of deductions you claim on the W-4 Form.

You are also eligible to receive benefit coverage. Should you choose to enroll in the offered benefits program, you will be required to pay a portion of the premium cost. Your total annual contribution cost for the coverage you select will be divided by the number of pay periods in the Plan Year to determine the amount that will be deducted (on a pre-tax basis) from each of your paychecks.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by the Company will be outside the plan. The only exception to this is in the case of a Change in Election Event for an applicable benefit. Some common Change in Election Events include changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the Change in Election Event, as described in the Plan.

The employment taxes and voluntary deductions described above will continue to be deducted from your paycheck until changes are made to the number of deductions you claim, or until you change your benefit elections. There is a possibility, however, that your contributions for Medical and Dental Insurance Benefits will be automatically increased or decreased for changes.

The Company will withhold the following from your paycheck:

Taxes

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare) payments.

Insurance

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

Other Deductions

Other deductions which you authorize, including 401(k) contributions, flexible spending arrangement (FSA) contributions, or short-term disability insurance.

Time Away from Work

Communicable Disease Policy

A communicable disease is a disease that can be transmitted from one individual to another via: (1) direct physical contact, (2) the air (cough, sneeze or inhaled particle), (3) through a transmission vehicle (either ingested or injected) or (4) through a vector (animals or insects). Examples of some of the most common communicable diseases include measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV), AIDS, AIDS-related complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis (TB). This definition may be broadened in accordance with the recommendations and information provided from the Centers for Disease Control and Prevention (CDC).

The Company will make decisions involving those with communicable diseases based on medical information concerning the disease in question, the risks of transmission to others, symptoms and any special circumstances of the individuals involved. The Company will weigh potential risks and available alternatives before making any decisions.

Reporting Procedure

Those employees who demonstrate signs or symptoms of a communicable disease that poses a credible threat of transmission in the Company workplace should report that potential infection or disease immediately to the Human Resources department. The employee is then responsible for keeping the Company informed of his or her condition that may require extended care, missed work, etc. The employee may also be required to provide written documentation from a physician to return to the worksite.

Hiring and Employment

The Company will not discriminate against job applicants or employees with a communicable disease. These individuals will not be denied access to the worksite solely because they have a communicable disease, but may be excluded from Company facilities, programs and functions if the Company determines that restriction is necessary to protect the welfare of the infected individual or the welfare of others.

The Company will comply with all applicable statutes that protect the privacy of individuals with communicable diseases.

Abuse of this policy will result in disciplinary action up to and including termination. The Company reserves the right to revise this policy without notice during changing pandemic conditions.

Contagious Illness Policy

The Company realizes that employees with contagious temporary illnesses, such as influenza, colds and other viruses, need to continue with normal life activities, including working. However, we also seek to maintain a healthy workplace for our employees and customers.

In deciding whether an employee with an apparently short-term contagious illness may continue to work, the Company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards.

In the judgment of the Company, the employee's continued presence must pose no risk to the health of the employee, other employees or customers. If an employee disputes the Company's determination that a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees or customers.

Supervisors are encouraged to remind employees that the Company provides paid leave to cover absences due to contagious temporary illness. If an employee has exhausted all his or her paid leave, the employee may be eligible for an unpaid leave. All employees are urged to contact Human Resources with questions about the possible contagious nature of another employee's temporary illness.

Family and Medical Leave Policy

As an employee of the Company, you may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy introduces the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact Human Resources.

Eligibility

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a rolling 12-month period, measured backward from the date an employee uses any FMLA leave, for any combination of the following reasons:

- The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes him or her unable to perform the functions of his or her job
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

Where leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period. Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has

a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

Types of Leave Available

Birth or Placement for Adoption or Foster Care: FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the Company agrees to this request. See below for more details on non-continuous leave.

Serious Health Condition of Employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- *Non-continuous leave*—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- *Fitness-for-duty statement*—A fitness-for-duty statement will be required for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious Health Condition of Immediate Family Member: If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- *Non-continuous leave*—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying Exigency Because of Active Duty: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the Armed Forces (including the National Guard or Reserves), or has been notified that he or she will be called or ordered to covered active duty in the Armed Forces (including the National Guard or Reserves), you may take family leave under this policy. The leave may also be extended to the family members of certain retired military. (See “Definitions” for a definition of qualifying exigency)

Non-continuous leave— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).

- *Certification process*—The need for leave must be documented through our certification process (see below).

Service Member Family Leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- *Non-continuous leave*—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Notifying the Company of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. A non-emergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by the FMLA.

You must provide enough information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at the Company’s or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member’s active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member’s health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Substituting Paid Leave for Unpaid Leave

Federal FMLA leave is unpaid. The Company requires you to substitute PTO days according to the schedule below. You may also choose to substitute additional paid or unpaid leave that you have accrued.

When you substitute PTO days, the absence will be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid leave concurrently with your FMLA leave.

Eligible PTO Remaining	Required Substitution
Less than 5 days	None
5-8 days	3 days
9-12 days	5 days
13-16 days	7 days
17-20 days	9 days

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence. An employee is not required to substitute paid time off for an absence covered under workers' compensation.

You may be paid for all or part of a medical leave to the extent you are eligible for benefits such as short-term disability. An employee is not required to substitute paid time off for an absence covered under a disability benefit plan.

Non-Continuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Company approves a non-continuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation during Leave

The Company will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums – contact Human Resources for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Company of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the Company as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other Company policies.

Rights upon Return from Leave

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

Other Types of Leave

If you do not qualify for the types of leave described in this policy, the Company may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Definitions

“Spouse”—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered. This definition also includes an individual in a same-sex or common law marriage that was entered in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered outside of any state will be recognized if the marriage is valid in the place where it was entered, and the marriage could have been entered into in at least one state.

“Parent”—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

“Child”—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- “Incapable of self-care”—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.

- “Physical or mental disability”—A physical or mental impairment that substantially limits one or more major life activities of the individual.

“Covered Service Member”—A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

“Covered Veteran”—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

“Next of Kin”—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

“Serious Health Condition”—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions requiring periodic treatment by or under the supervision of a health care provider, which continue over an extended period and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions requiring supervision for which treatment may not be effective (for example, Alzheimer’s, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”—can be:

- In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran and is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank or rating;
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for service member family leave;
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, based on which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying Exigency"—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Childcare and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by the Company and the employee

More Information

Please contact Human Resources for additional information.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

Leave Entitlements

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

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; or
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse.

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

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

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

Benefits & Protections

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

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

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

Eligibility Requirements

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

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

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

Requesting Leave

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

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

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

Employer Responsibilities

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

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

Enforcement

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

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

For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243) TTY: 1-877-889-5627
www.dol.gov/whd U.S. Department of Labor | Wage and Hour Division

Funeral Leave Policy

The Company has taken into consideration the personal needs that arise from the death of an immediate family member. In the event of such a loss, an employee will be allowed up to three days of leave until and including the day of the funeral. Funeral leave will count against accrued paid time off (PTO).

Immediate family includes: a father, mother, spouse, child, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or any relative who lives with the employee.

Employees should notify their supervisors of the need to use funeral leave. Within a reasonable period, the employee may be required to provide verification of the need, such as an obituary.

Jury Duty Policy

While it is the duty of every citizen to serve on a jury when called, the Company recognizes that this often means the loss of income. The Company provides jury duty leave to eligible employees in compliance with federal and state laws. The Company pays the difference between the jury pay and regular wages for days when you are unable to report to work because of jury service, assuming you have been employed by the Company for at least 90 days prior. If state law requires a different arrangement, the Company will comply with state law. Questions regarding the Company's jury duty leave policy should be directed to Human Resources.

The above statement applies if you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve
- Furnish your supervisor with evidence of having served on a jury for the time claimed

Jury absence will be noted on your time sheet or timecard. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Regular wages are paid until jury pay is received. Jury pay is then deducted from your regular wages.

This benefit cannot be applied to any court appearance other than jury duty unless such appearance is related to your employment.

Lunch and Rest Periods Policy

Employees are allowed an unpaid 60-minute lunch break. Lunch breaks are generally taken between the hours of 11 a.m. and 2 p.m. The schedule for meal periods should be established based on work requirements in each office. Staggered meal periods may be necessary to ensure the continuity of operations and services. Supervisors should make sure that each location is adequately staffed and that someone with authority to resolve minor problems is always available.

Two paid rest periods of 15 minutes each are permitted each day. The schedule for these breaks depends on the needs of each office.

During any meal period or lunch period, employees are expected to be completely relieved from all work duties and no work should be performed. If you are required to work during a meal period or a lunch period, you should immediately inform your supervisor.

Military Leave Policy

The Company provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding the Company's military leave policy should be directed to Human Resources.

Employees should notify their managers as soon as they become aware of a military service obligation.

Leave for Annual Training

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.

Employees will be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use PTO time for military duty, but employees who do elect to schedule their PTOs to coincide with military duty will receive their full regular PTO pay in addition to any pay from the military.

In recognition of the public service performed by Reservists and members of the National Guard, employees will receive the difference between their regular pay and their service pay, excluding any military subsistence allowance or other expense allowances during the training period. If state law requires a different arrangement, the Company will comply with state law. Please contact Human Resources with any questions.

Leave for Military Service

Permanent employees who perform service in the uniformed services may be granted leaves of absence for the purpose of participating in military service. Under USERRA, “uniformed services” consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Employees will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service-related absences. Some special categories of military service are exempt from this five-year limit.

Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight-hour rest period.

Employees with leaves between 31 and 180 days must apply for reemployment no later than 14 days after completion of uniformed service. Employees with leaves longer than 180 days must apply for reemployment no later than 90 days after completion of uniformed service.

The reporting or application deadlines are extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). The Company will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply and a service member may be placed in an alternative reemployment position if he or she cannot qualify for the escalator position.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, the employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.

If an employee’s health plan coverage would terminate because of an absence due to military service, he or she may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. The employee may be required to pay up to 102 percent of the full premium for the coverage. However, if the military service is for 30 or fewer days, the employee cannot be required to pay more than the normal employee share of any premium.

Non-FMLA Leave Policy

The Company complies with all federal and state family and leave laws. However, when these laws do not apply or an employee does not meet the eligibility requirements, the Company will consider an employee's request for non-FMLA medical leave. This leave may provide up to [maximum leave period] in a 12-month period, unless otherwise required by law. Each leave request will be considered on an individual basis. The Company will always comply with its obligations to provide reasonable accommodations to qualified individuals with disabilities.

Within the First Year of Employment

An employee experiencing a serious medical condition within his or her first year of employment may request a leave of absence. A leave of up to [number of weeks] weeks within the first 12 months of service may be provided when the employee needs to be out of work for at least five consecutive workdays.

Neither leave for a family member's serious health condition nor intermittent leave are permitted under this policy.

After the First Year of Employment, If Less Than 1,250 Hours Have Been Worked

An employee experiencing a serious medical condition after his or her first year who does not qualify for FMLA leave may request a leave of absence for his or her own serious health condition.

Neither leave for a family member's serious medical condition nor intermittent leave are permitted under this policy.

Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility;
- A period of incapacity requiring an absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- Any period of incapacity due to pregnancy or for prenatal care;
- Any period of incapacity (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes or epilepsy);
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke or terminal diseases); or
- Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy or dialysis).

Requesting Non-FMLA Medical Leave

Other than in the case of a medical emergency, an employee is required to request leave at least 30 days in advance of the first day of requested leave. If an employee becomes aware of the need for medical leave less than 30 days in advance, he or she must request leave on the next business day.

Health Care Provider Statement

When requesting leave, an employee must provide the Company with a statement from his or her health care provider certifying the need for medical leave. Human Resources will receive and review all medical certifications.

Incomplete Health Care Provider Information

If an incomplete medical statement is received, Human Resources will provide the employee with the opportunity to either have the health care provider correct the document or provide a written release for Human Resources to contact the health care provider directly. The employee will have seven calendar days to resolve any deficiencies in the medical document. If, after seven calendar days, the identified deficiencies have not been resolved, the request for leave will be denied.

Pay Status

An employee who is taking non-FMLA medical leave must exhaust all accrued time off banks prior to taking unpaid leave.

While using any form of paid time off, an employee will continue to accrue time off. When all paid time off banks are exhausted, the leave will be unpaid. No additional paid time off will be accrued during a period of unpaid leave.

Paid time off accrual will restart upon the employee's return to paid status.

Employee Benefits

While an employee is on approved leave, the Company will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work, as long as the employee continues to pay a portion of the health care premium.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium.

While on unpaid leave, the employee must make this payment by mail. The payment must be received by the first day of every month. A 5-day grace period applies. If full payment is not postmarked within the grace period, your benefits will be terminated.

If the employee fails to return to work as scheduled, the Company may require the employee to reimburse the Company the amount it paid for the employee's health insurance premiums during leave. Exceptions may be made, at management's discretion, if the reason for not returning as scheduled is a continued serious health condition of the employee or a circumstance beyond the employee's control.

Job Restoration

There are no job restoration rights associated with a non-FMLA medical leave. However, the Company will make every attempt to reinstate an employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon his or her return from an approved leave. In the event this cannot be done, the employee will receive written notice from Human Resources as soon as the determination has been made and no later than the employee's scheduled return date.

Returning to Work

Employees are expected to return to work at the end of the approved leave period. At least two days prior to an employee's scheduled return to work date, he or she must provide a health care provider's statement releasing the employee to return to work. This statement should be presented to the employee's supervisor. If the statement releases

the employee to return to work with restrictions, the supervisor will consult with Human Resources to determine if the restrictions can be met. If an employee is released to return to work sooner than the expected return date that was provided when he or she requested the leave, the employee must notify his or her supervisor within two business days of receiving the release. All return to work documentation will be kept with Human Resources.

Unable to Return to Work

If the employee is not medically released to return to work at the end of his or her leave, employment ends effective the last day of the approved leave. Exceptions will be made if continued leave is granted as an accommodation under the Americans with Disabilities Act (ADA). Other exemptions may also be granted at management's discretion. Each situation will be reviewed on an individual basis.

Failure to Return to Work

Any employee who fails to return to work as scheduled will be considered to have voluntarily terminated employment with the Company. Termination will be in effect as of the last day of the approved leave.

Attendance and Non-FMLA Medical Leave

Absences while on approved non-FMLA medical leave will not be counted as occurrences of absenteeism under the Company's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other employment during leave. Misrepresentations or any act of dishonesty related to the leave will also be grounds for discipline, up to and including employment termination.

Workers' Compensation and Non-FMLA Medical Leave

Non-FMLA Medical Leave and Workers' Compensation can run concurrently.

Failure to Follow Policy Requirements

Failure to comply with this leave policy will result in denial of the leave request. Absence without leave approval will subject the employee to disciplinary action up to and including employment termination.

Nursing Mothers Policy

As part of our family-friendly policies and benefits, the Company accommodates mothers who wish to express breast milk during the workday when separated from their newborn children.

For up to one year after the child's birth, nursing employees will be provided with reasonable break time to express breast milk during the workday. Nursing mothers who are returning from maternity leave should speak with their managers or supervisors regarding their needs. Supervisors will work with employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to the Company's operations.

The Company will provide a private area, other than a bathroom, for nursing employees to express breast milk. Nursing mothers must request/reserve the room by contacting Human Resources. Employees working offsite or in other locations will be accommodated with a private area as necessary.

Breaks to express milk will not be paid. In addition to these breaks to express milk, employees may use normal break and lunch periods to accommodate additional nursing needs.

If you have any further questions or concerns regarding this policy, please contact Human Resources.

Paid Time Off Policy

The Company believes that employees should have opportunities to enjoy time away from work to help balance their lives. For this reason, we provide a Paid Time Off (PTO) program to employees who work 40 hours a week on average.

PTO provides employees the freedom to decide how to use their personal time off. The Company believes this program offers more generous time off with pay than traditional PTO and personal time packages. Employees can use their PTO days in several different ways, for example:

- As PTO
- For personal business
- For periods of illness
- For doctor or dental appointments
- For personal emergencies
- For family emergencies
- In the event of severe weather or adverse driving conditions

PTO does not replace the Company holiday schedule. We will continue to have compensated holidays each year.

PTO Eligibility & Accrual

Prior to January 1, 2020 - full-time non-driver employees earn PTO as follows:

PTO: The Company will grant annual PTO with pay to full-time employees who fit within our eligibility guidelines. The Company requires full-time employees to work 40 hours per week on a consistent basis to be eligible for PTO pay. Failure to do so may result in cancellation of all company provided benefits. Except for office and shop employees as described below, The Company will not make a payroll advance in anticipation of an employee earning PTO pay. PTO is for allowing employees time away from their job and is intended to increase employee satisfaction and job performance. All employee request for PTO must be submitted to the employee's manager in writing no later than (1) one month prior to a week planned PTO, or (2) two-week planned PTO.

The policy for PTO forfeits the time if it is not taken. The Company will not pay employees a bonus to not take PTO nor can the PTO accrual be cashed out as compensation.

For all office and shop employees, after the second year of employment, PTO will be advanced and run January to December on a calendar basis. If an employee uses the advanced PTO and terminates employment before PTO is earned, the amount of used PTO will be deducted from final pay.

An employee's eligible amount of PTO increases in conjunction with the length of their employment as detailed below:

<u>Years of Employment</u>	<u>Annual PTO Hours</u>
First Anniversary	40 hours
Second Anniversary	80 hours
Third Anniversary	88 hours
Fourth Anniversary	96 hours

Fifth Anniversary	104 hours
Sixth Anniversary	112 hours
Seventh Anniversary and over	120 hours

Employees begin accruing PTO when they first begin work for the Company. Employees may use their PTO at any time after the first review with management of employment, as outlined in the Procedures.

Effective January 1, 2020 - full-time non-driver employees earn PTO as follows:

- ❖ Date of hire and each January 1st

Begin accruing .769 hours/week x 52 weeks = 40 hours/year (not eligible for rollover or cash out)

- ❖ At the 1st year and 2nd year anniversary date

Begin accruing 1.538 hours/week x 52 weeks = 80 hours/year (not eligible for rollover or cash out)

- ❖ At the 3rd year through 7th year anniversary date

Begin accruing 2.307 hours/week x 52 weeks = 120 hours/year (eligible for up to 40 hrs. cash out*)

- ❖ At the 8th year and each anniversary thereafter

Begin accruing 3.076 hours/week x 52 weeks = 160 hours/year (eligible for up to 80 hrs. cash out*)

NOTE 1: Negotiated agreements that differ from policy must be approved by owners and/or CFO.

NOTE 2: Salary employees must use time clock entry to be eligible for cash out option.

NOTE 3: Advance on PTO time require request and approval from direct supervisor.

Payout of the earned PTO will only be awarded with the annual allotments that occur on the company's calendar year as noted above. Unless the employee is discharged for gross misconduct, for which no pending PTO pay will be paid out.

Procedure

Requests for PTO should be submitted to your supervisor as soon as practicable. PTO requests are approved by your immediate supervisor and are granted on a first-come, first-served basis. In the event of a conflict in PTO requests, your supervisor will consider the Company's staffing needs during the relevant period, as well as the length of service with the Company of the employees involved.

Maximum PTO Accrual

As mentioned above, employee PTO is capped at 160 hours. Therefore, the Company would like to remind employees to use their PTO time before reaching their maximum accrual, so additional PTO accrual time is not lost.

Use and Management of PTO

The Company encourages employees to use their PTO responsibly and, whenever possible, to schedule time for PTOs or personal leave appointments in advance. Every time-off request will be evaluated and subject to approval depending on staffing needs at the time. The Company understands there may be occasions, such as sudden illness, when you may not be able to give enough advance notice. In those situations, however, be sure to inform your supervisor as soon as possible. PTO can be taken in 4-hour or 8-hour increments.

PTO also includes time off for unexpected emergencies or illness. Do not use PTO to cover time missed from work due to tardiness, except in the case of severe weather.

Types of Non-PTO Leave

Situations that require time off such as jury duty, bereavement and workers' compensation will not be charged against your accrued PTO. *Note: See separate policies on those topics to address these situations.*

PTO Tracking

The Company tracks PTO information submitted to keep a record of your accrued PTO balance. The amount of PTO time accrued, used and available will be itemized on your paycheck stub for your records.

Paid Company Holidays

Holiday leave is not to be considered compensation or wages, but rather an excused absence from work, during which time an employees' pay will continue. Full-time employees will be eligible for holiday pay after being employed by The Company for more than 90 days. The Company requires full-time employees to work 40 hours per week on a consistent basis to be eligible for holiday pay. Failure to do so may result in cancellation of all company provided benefits. To qualify for pay, the employee must work the day before and the day after the holiday unless PTO is scheduled. When the observed holiday falls on a Saturday or Sunday, the closest workday will be recognized as the holiday unless deemed otherwise by the CEO's of The Company.

List of Paid Company Holidays

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Eve
- Christmas Day

Pandemic Policy

In the event of a pandemic outbreak, as declared by the Company management, in conjunction with the Centers for Disease Control and Prevention, the following Pandemic policy applies to all employees, including temporary and non-benefit eligible.

Confirmed Infection

Each employee using Pandemic will be required to provide written documentation from a medical care provider.

Suspected Infection

If you suspect that you have a contagious virus, or you are asked to leave work due to symptoms and you are subsequently found to be free of the virus, you will be required to provide a written medical care provider's notification to return to work.

Immediate Family Member Infection

This policy applies to the employee's own illness or for the employee to care for an immediate family member with an infection. A written medical care provider's notification will be requested confirming that the pandemic is the reason for the absence.

Abuse of this policy will result in disciplinary action. The Company reserves the right to revise this policy without notice due to changing pandemic conditions.

Parental/School Leave Policy

The Company understands that parental involvement with a child's education is a benefit to not only the parent and the child, but also the community. Because the ability to take time off work to attend functions and meetings at your child's school is important, the Company provides parental and school leave to eligible employees in compliance with federal and state laws.

All employees can use up to six hours of their paid leave each year to attend school functions, meet with schoolteachers and administration or assist in their child's classroom. If state law requires a different arrangement, the Company will comply with state law. Questions regarding the Company's parental/school leave policy should be directed to Human Resources.

You are required to notify your supervisor ahead of time if you would like to use this type of leave. The ideal notice period is at least one week, but if this is not an option, it is expected that you will notify your supervisor as soon as possible.

Personal Leave Policy

The Company complies with all federal and state leave laws. However, when these laws do not apply or an employee does not meet the eligibility requirements, the Company will consider an employee's request for a personal leave. This leave may provide up to 2 weeks in a 12-month period. Each leave request will be considered on an individual basis.

An eligible employee who has completed at least 12 months of service and who is in good standing (is not under a Performance Improvement Plan or has not experienced any disciplinary action within the previous six months) may request personal leave. Personal leave time may be requested for reasons such as educational opportunities, to care for a family member or to spend time with a new baby or child placed in the home within the first 12 months of service and in situations not covered by other leave laws or the Company policies.

Leave approval or denial is done at the discretion of the employee's supervisor and Human Resources. Personal leave is not granted for engaging in employment outside of the Company, pursuing an independent business venture or as additional leave after FMLA (or Non-FMLA) Medical Leave. This leave policy does not allow for intermittent leave.

Pay Status

An employee who is taking personal leave must exhaust all accrued time off prior to being placed in an unpaid leave status.

While using any form of paid time off, an employee will continue to accrue time off. When all paid time off banks are exhausted, the leave will be unpaid. No additional paid time off will be accrued during a period of unpaid leave.

Paid time off accrual will restart upon the employee's return to paid status.

Employee Benefits While on Leave

While an employee is on approved leave, the Company will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work, as long as the employee continues to pay the employee portion of the health care premium.

While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium.

While on unpaid leave, the employee must make this payment by mail to Miller Truck Lines, LLC. The payment must be received by the first day of every month. A five-day grace period applies. If full payment is not postmarked within the grace period, your benefits will be terminated.

If the employee fails to return to work as scheduled, the Company may require the employee to reimburse the Company the amount it paid for the employee's health insurance premiums during the leave. Exceptions may be made, at management's discretion, if the reason for not returning as scheduled is the continued serious health issue of the employee's family member or a circumstance beyond the employee's control. If the reason for not returning to work is the employee's own serious health issue, the employee must inform the Company immediately. Upon receipt of this notice, the employee will be provided information pertaining to FMLA (or non-FMLA) leave options.

Job Restoration

There are no job restoration rights associated with personal leave. However, the Company will make every attempt to reinstate an employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon his or her return. In the event this cannot be done, the employee will receive written notice from Human Resources as soon as the determination has been made and no later than the employee's scheduled return date.

Returning to Work

Employees are expected to be able to return to work by the end of their approved leave. If an employee on leave plans to return to work sooner than scheduled, the employee must notify his or her supervisor within two business days in advance of reporting to work.

Failure to Return to Work

Any employee who fails to return to work as scheduled will be considered to have voluntarily terminated his or her employment with the Company. Employees who exceed their leave without approved extension may be subject to disciplinary action up to and including termination according to Company attendance policies.

Attendance and Personal Leave

Absences while on approved personal leave will not be counted as occurrences of absenteeism under the Company's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other employment during leave. Misrepresentations or any act of dishonesty related to the leave will also be grounds for discipline up to and including employment termination.

Failure to Follow Policy Requirements

Failure to comply with this leave policy will result in denial of the leave request. Absence without leave approval will subject the employee to disciplinary action up to and including employment termination.

Religious Observances Policy

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave.

The Company respects the individual beliefs and practices of all employees.

To aid in accommodating the diverse religious practices of our employees, the Company will provide one day of paid leave annually to employees who, for religious reasons, must be away from the office on a day of normal operation. Beyond this, we will work with individual employees to provide reasonable accommodations that allow for personal religious practices and do not create an undue hardship for the Company.

An employee whose religious beliefs or practices conflict with his or her job duties, schedule, or any Company policy on dress or appearance, and who seeks a religious accommodation must submit a written request to Human Resources. The request should include the specific Company policy or practice in conflict and the accommodation being requested. If needed, Human Resources will meet with the employee concerning his or her request.

The request will be evaluated considering whether a work conflict exists and whether an accommodation is available that is reasonable and that would not create an undue hardship for the Company. Possible accommodations may be a change in job duties, using paid or unpaid leave, or an exception to dress and appearances. Human Resources will confer with the employee's immediate supervisor concerning the requested accommodation. The supervisor will provide the employee with the response to the request and discuss its implementation. If the employee rejects the response, he or she may appeal following the Company's complaint policy.

All questions should be directed to Human Resources.

Sick Time Policy

The Company understands that, at times, employees will need to be absent from work due to illness or other medical reasons. We offer accrued PTO to our employees.

If you are unable to report for work because of illness or for any other reason, please contact your supervisor immediately. Explain that you will be absent and when you expect to return to work. You must always keep your supervisor updated regarding the status of your return. If your supervisor is unavailable when you call, contact Human Resources.

Sick Time

Sick time is time away from work when you or one of your family members is sick or has a physician or dental appointment.

You are not required to give any specific reason for using your sick time. However, when you plan to use time for scheduled appointments, you must notify your supervisor as far in advance as possible.

See Paid Time Off Policy for details of PTO. If state law requires a different arrangement, the Company will comply with state law. Questions about the Company's sick time (PTO) policy should be directed to Human Resources.

Extended Leave

Employees who require three or more days off due to their own health issues or health issues of family members may be eligible for unpaid family and medical leave (FMLA leave). Eligibility for health care benefits continues during FMLA leave. For additional information on FMLA leave, please contact Human Resources.

Time Off to Vote Policy

The Company encourages all employees to vote. It is the policy of the Company to comply with all state election laws with respect to providing employees time off to vote.

If an employee has four consecutive hours, either between the opening of the polls in his or her community and the beginning of the workday or between the end of the workday and the closing of the polls, it will be deemed that the employee has sufficient time outside his or her normal working hours in which to vote.

If an employee has less than four consecutive hours in the time periods described above, he or she may take as much working time as needed, when added to his or her available voting time outside normal working hours, in order to enable him or her to vote.

For nonexempt employees, however, no more than two hours of working time taken for time off to vote shall be paid, and such time shall be taken only at the beginning or end of the employee's workday as designated by his or her supervisor.

Employees requiring working time off to vote must notify their employers at least 2 to 10 working days before the day of the election.

Time off to vote is paid and does not count against an employee's accrued paid time off.

If state law requires a different arrangement, the Company will comply with state law. Questions regarding the Company's policy for time off to vote should be directed to Human Resources.

Information & Office Security

Emergency Action Plan

The Company recognizes that our people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

General Guidelines in an Emergency

Stay calm and think through your actions. Know important emergency numbers, such as:

- Fire/Police/Ambulance/911
- Human Resources 918-281-3413
- Operator 918-281-3423

Be aware of your surroundings:

- Know where stairwell exits are located—there are 2 stairwell exits on each floor, located on the east and west side of the second floor.

- In the event of an emergency, use only stairs—do not take elevators.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.

Fire Evacuation:

- Employees will be notified of a fire by either the fire alarm system or a paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit—do not use the elevators or delay evacuation to gather personal belongings, finish a phone call or wait for friends.
- Notify Emergency Floor Leaders or their backups.

Floor Leaders/Backups:

- **Miller Truck Lines, Tulsa - Sara Carter, Richard Hendricks**
- **Miller Truck Lines, Stroud – Jim Miller, Charlie Harper, Amy Mitchell, and Bill Haikey**
- Emergency Floor Leaders should be the last people to leave the area—they should check in conference rooms, restrooms and offices to ensure all employees have evacuated, then close all doors after clearing an area.
- Any employee with mobility, visual, hearing or other conditions that may hinder him or her from becoming aware of an emergency or evacuation should disclose the condition(s) to Human Resources so that special assistance can be provided should an emergency occur.
- Upon exiting the building, report to the following for headcount confirmation by the Emergency Floor Leaders.
 - **Miller Truck Lines, Tulsa - Sara Carter, Richard Hendricks**
 - **Miller Truck Lines, Stroud – Jim Miller, Charlie Harper, Amy Mitchell, and Bill Haikey**
- If an employee or known guest or visitor is missing, immediately report the missing person's name to an Emergency Floor Leader, who will in turn report it to the proper Company personnel and civil authorities.
- All employees who are not members of a response team should stay together in the designated location so periodic updates on the situation can be communicated—do not go home, wait in your car, return to the building or go to another building unless directed by an Emergency Floor Leader to do so.

If You Discover a Fire:

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911, call the receptionist and page an emergency announcement, if possible.
- If you have been trained to use a fire extinguisher, follow the P.A.S.S. instructions:
 - Pull the safety pin.
 - Aim the nozzle at the base of the fire.
 - Squeeze the operating lever.

- Sweep side to side, covering the base of the fire.
- When using a fire extinguisher, always stay between the fire and an exit.
- Never feel that using a fire extinguisher is required
- If the fire is too hot, too smoky or you are frightened, evacuate immediately.

Medical Emergency:

- Upon discovering a medical emergency, call 911.
- Call the receptionist and page an emergency announcement, if possible.
- Stay with the ill or injured person, being careful not to come into contact with any body fluids unless properly trained and protected.
- Send one person to alert Human Resources so he or she can notify family members of the ill or injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

Severe Weather:

- In the event severe weather conditions occur at a time when you have not yet reported to work and you are able to do so safely, you should report to work as usual unless otherwise notified.
- Human Resources will monitor a weather alert radio—if a severe weather warning is issued.
- Employees should immediately seek shelter in the main hallways, exit stairways and designated areas, away from all windows.
- Human Resources will take the weather radio—when the severe weather warning is cancelled, HR will send Emergency Floor Leaders to each floor to advise that it is safe to return to work areas, and then will make a general announcement over the paging system.

Workplace Violence:

- Any employee who feels that he or she has been threatened should immediately report the incident to his or her supervisor and Human Resources.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify Human Resources—stay away from the person exhibiting the threatening behavior.
- Depending upon the level of concern, 911 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Facility Access & Visitors Policy

The Company cares about the safety and security of its employees. To maintain the maximum safety and security possible at a minimum inconvenience to you, we have guidelines in place regarding facility access and visitors.

All entry doors to the office are always to remain locked except for the main entry door to each suite. Main entries to each suite are open Monday through Friday from 8 a.m. until 4:30 p.m. All employees will receive a key to these doors. Employees have access to all floors during working hours. Outside of working hours, employees have access to the floor on which they work.

The main entryway to the building is open Monday through Friday from 8 a.m. until 5 p.m.

All visitors are always to be escorted by authorized personnel. Please do not allow visitors to roam the premises unaccompanied.

General Computer Usage Policy

The Company is committed to accomplishing its business objectives in a secure and timely manner. Each employee must assist in achieving this goal while safeguarding corporate information. The basic regulations for using the Company computer systems are as follows:

- Computers are property of the Company and may not be removed from the worksite without prior authorization
- Computers are for business use only
- The Company may access any information created, transmitted or stored on its information systems. Employees should not have any expectation of privacy while using the Company computer systems.
- Copying or downloading software of any kind is prohibited without prior permission
- Internet is for business use only — incidental and occasional personal use is permitted
- The Company provides email accounts to its employees for business use—incidental and occasional personal use is permitted
- Any email of an offensive, pornographic or otherwise inappropriate nature is prohibited — violations may result in disciplinary action
- Company proprietary information must be protected
- Instant messaging services may be provided to facilitate communication between employees—non-business use is prohibited

Please use the computers responsibly and contact Human Resources with any questions regarding appropriate usage.

Email

The email system is the property of the Company. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by the Company. Employees should not have any expectation of

privacy while using the Company email system. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The Company email system is Company property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using Company hardware and software.

Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes. Your email account is a Company-provided privilege and is Company property. Remember that when you send email from the Company domain, you represent the Company whether your message is business-related or personal.

Confidentiality of Electronic Mail

As noted above, electronic mail is always subject to monitoring, and the release of specific information is subject to applicable laws and Company rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

Recording Devices Prohibited Policy

The Company respects the privacy of its employees and strives to protect all confidential Company information.

The Company prohibits the use of any recording device on Company property or during working hours unless specifically permitted by the Company. The use of picture phones or any other camera or device that may capture visual images without the management's prior written permission is also prohibited. More specifically, the use of picture phones or other recording of visual images is prohibited in locker rooms, restrooms and any other area where members of the public or co-workers would expect a reasonable degree of privacy and in any areas in which sensitive or closely guarded corporate or business materials are used or housed.

Any employee found in violation of this policy will be subject to disciplinary action and may also be subject to prosecution to the fullest extent permitted under the law.

Responsibilities and Obligations

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the Internet without the prior approval of qualified persons within the Company.

Violation of this Policy

In all circumstances, use of Internet access and email systems must be consistent with the law and Company policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

General Practices

Anti-Discrimination Policy

The Company does not discriminate in employment against anyone based on race, color, sex, religion, national origin, age (40 or older), disability status or any other trait that is protected under local, state or federal law. In addition, any kind of discrimination that is based on a protected trait is not allowed in the workplace. We are an equal opportunity employer and we are dedicated to a policy of non-discrimination in all aspects of employment and Company business. This policy applies not only to personnel decisions, but also to all aspects of business.

We ask that you respect those around you—co-workers, customers and management alike.

Reports of discrimination will be investigated, and disciplinary measures may be taken if warranted.

Attendance and Standard Working Hours Policy

Absenteeism and tardiness place a burden on both co-workers and the Company. We expect that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at the starting time each day. When you are unable to work due to illness or an accident, please promptly notify your supervisor. In the event your immediate supervisor is unavailable, you must speak with a manager. Leaving a message with another staff member or on voicemail does not constitute an acceptable notification of absence. If you do not report for work and the Company is not notified of your status, it will be assumed after two consecutive days of absence that you have voluntarily resigned, and you will be removed from the payroll.

If you become ill at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

You will be compensated for authorized absences according to the provisions described in this handbook. Authorized absences beyond the time allowed under that policy are authorized without compensation.

In the event of severe weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in severe weather if it is at all possible to do so safely. In the event we close due to weather, someone in your work group will contact you. Please keep your work group and manager informed on how to reach you on such occasions. *See also Severe Weather Policy.*

Standard working hours are from 8 a.m. to 5 p.m., Monday through Friday. A one-hour lunch period may be taken at any hour, to be mutually agreed upon between the employee and supervisor.

If you will be absent from work during standard working hours for any reason, you must contact your supervisor as soon as possible to avoid disciplinary action.

Alternative Working Schedules Policy

The Company understands the importance of work-life balance. For those employees whose lives do not allow a standard working schedule, alternative schedule options may be considered. Each situation will be handled on a case-by-case basis.

Management will make all decisions about alternative working schedules, including the decision of whether an individual or an entire department will be adhering to a specific schedule.

Background Check Policy

The Company carefully selects quality employees. Background checks help to ensure that new employees have the skills for the job and have performed well in the past.

The Company conducts background checks on all job candidates after a contingent offer of employment has been extended. A background check may also be conducted during reassignment or promotion of an employee. A third-party administrator may be used to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act.

The information that may be collected includes, but is not limited to:

- Criminal background
- Employment history
- Education
- Credit
- Professional and personal references

Criminal background checks may not be used as the sole reason for denying employment, unless the information obtained is job-related. Regardless, the Company has the right to make the final decision about employing an individual after the background check is complete.

Checking professional and personal references is an important part of the background check process. This provides the Company with information on the potential employee's work ethic, skills and performance.

Information obtained from the background check process, including information from professional and personal references, will be used by the Company only as part of the employment process and will be kept confidential by Human Resources.

Business Expense Reimbursement Policy

The Company will reimburse employees for all necessary and reasonable travel expenses related to the normal conduct of business. The following policies and procedures have been established to administer uniform guidelines for reimbursement of business-related travel, meals and entertainment expenses. While this policy provides many answers and useful guidance, it cannot address every possible situation. If you have any questions regarding the business nature or reimbursement of expenses, check with your supervisor before you commit to spending any funds. The most useful guide to cost-effective business travel is to spend money as if it were your own.

Auto Allowance and Mileage

Employees receive reimbursement for direct business mileage. Employees may receive either a monthly auto allowance or a direct mileage reimbursement based on an evaluation of the use of their personal automobile for purposes of conducting Company business. Auto allowances are paid on a monthly basis. Direct mileage is reimbursed at the current IRS standard rate and is paid upon submission of a signed and supervisor approved "Monthly Mileage Report" form.

The use of a personal automobile for business-related travel is only authorized if the automobile is covered by a current insurance policy. Any damages, repair costs or maintenance costs incurred by an employee in the use of their privately-owned vehicle in conjunction with Company business is the sole responsibility of the employee.

Car Rentals

The Company suggests the use of mid-size vehicles unless a larger vehicle is necessary and justifiable for business purposes. Collision and liability insurance coverage should not be purchased when renting a car for domestic business purposes. The car rental needs to be made in both the name of the Company and the name of the employee to be covered by the Company's insurance policy.

Air Travel

Reservations for all domestic air travel can be made by the employee either online or directly with the various airlines. It is expected that employees will make every effort to minimize the cost of air travel, including considering Saturday night stays or departures out of airports. All trips involving a Saturday night stay must be pre-approved by the employee's manager.

Spousal Travel

Travel expenses related to an employee's spouse are not reimbursable by the Company.

Lodging

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. Again, the most useful guide to cost-effective accommodations is to spend money as if it were your own. When rooms are guaranteed for late arrival and the trip is cancelled or other lodging is secured, the reservation must be cancelled to avoid being billed for a "no show." Hotels may require either a 24- or 48-hour cancellation notice to avoid these charges. The cost of in-room movies is not reimbursable.

Business Meals

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business hours. All original receipts must be included with the employee's travel and expense report. Any employee expense report received without the receipts will be returned to the employee.

Business meals are reimbursable expenses for new employee orientations, major anniversaries (e.g., 5, 10, 15 years of service, etc.), and training sessions, meals with prospective new hires and department or team lunch meetings where business is conducted. Lunches for department or team meetings should be reasonable, both in terms of cost and frequency. The guideline for reimbursement of tips on business meals is 15 percent.

Cellphone Stipend

If the position held and the job description requires it, a monthly stipend will be issued to reimburse employees for the use of personal phone for company purposes. If job assignment/description changes then the phone stipend may be suspended. This stipend is discretionary and may be changed or rescinded at Management's discretion.

Submission of Monthly Expense Report Forms

It is the employee's responsibility to prepare and submit a Monthly Expense Report to receive reimbursement for business related expenses. Expense Reports should be submitted on at least a monthly basis to ensure proper matching of expenses with the appropriate accounting period.

For business related meals and entertainment expenses to be deductible, IRS regulations require that the amount and date of expense, specific business purpose, name, title and Company of people entertained, and name and location of the establishment where the event took place and time of the business discussion (for example, before, during or after the event) and entertainment be documented on the expense form.

All claimed expenses must have receipt. All Monthly Expense Report forms must be signed by the employee and approved by his or her supervisor before being submitted to Accounts Payable for processing.

Cell Phone - Employer-Provided Policy

The Company may always require access to some employees. For this reason, the Company may provide and pay for a mobile device for these employees.

We expect that all employees using employer-provided mobile devices will:

- Act professionally
- Avoid exceeding the number of allotted minutes
- Use the device for business purposes only
- Use of cell phones while driving will not be tolerated
- Immediately inform his or her supervisor if the device is damaged or lost

The Company provides these mobile devices to increase productivity and allow employees to maintain adequate contact with both the Company and its customers. If you are the recipient of an employer-provided mobile device, please use it appropriately.

Cell Phone Use for Nonexempt Employees

Nonexempt employees who are given Company smartphones, or whose personal smartphones are connected to the Company network or their Company email accounts, are not required to read or respond to emails outside of working hours. To do so will be considered performing unauthorized work and subject to disciplinary action.

If for any reason, a nonexempt employee responds to phone calls or reads or responds to emails outside of his or her regular work hours, a detailed record of the time of each phone related activity must be made and submitted to his or her supervisor within [insert number of hours] of the activity. The date, time and description of the communication must be included in the information provided the supervisor.

Under the Fair Labor Standards Act's "de minimis" doctrine, whether a nonexempt employee is compensated for the time spent on phone-related activities outside of work hours will depend on the amount of time spent.

Regardless of whether the time is compensable, off-hour phone-related activities are prohibited for nonexempt employees.

Please direct questions or concerns regarding this policy to Human Resources.

Cell Phone Use while Driving

Cellular phone use while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones while driving will not be tolerated. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or until you arrive at your destination. If you must use your cellphone while driving, please use good judgment: keep the call short, use a hands-free

device, get to know your phone and its features, and suspend conversations during hazardous driving conditions (rain, snow, ice, fog, glare, heavy traffic, etc.). Also be aware that in many jurisdictions, using a cellphone while driving is prohibited or limited to calls facilitated using a hands-free device.

Obey the Law

The Company is not responsible for any moving traffic violations, tickets for parking violations or violation of any other city ordinances or state or federal laws regarding your driving habits and operation and care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for Company.

Other Safe Driving Precautions

- Use your best judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
- Avoid distractions such as eating, applying makeup, paying too much attention to your radio or CD player, etc.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- Be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Be concerned for your coworkers' safety. Ask them to call you back at a safer time if they call you while they are driving.

As a business against drunk driving, be responsible when entertaining clients. Abide by the law and use a designated driver or the Businesses Against Drunk Driving program for transportation if you are under the influence of alcohol.

Employees who drive for Company business must have a current, valid driver's license and required insurance.

Company Car Policy

The Company provides vehicles for business use and provides reimbursement for business use of personal vehicles according to the following guidelines. The Company retains the right to amend or terminate this Policy at any time.

1. The Company employees may not drive any Company vehicles without prior approval. Before being approved to operate a Company vehicle, an employee's driving records will be reviewed, with consent of the employee, and the existence of a valid driver's license will be verified. Employees approved to drive on Company business are required to inform the Company of any changes that may affect their legal or physical ability to drive or their continued insurability.
2. Employees holding jobs requiring regular driving for business as an essential job function, as a condition of employment, must always be able to meet the driver approval standards of this policy. For all other jobs, driving is considered only an incidental function of the position, and approval to operate a Company vehicle or drive for business will be determined on an as-needed basis.
3. If possible, Company vehicles will be permanently assigned to departments that have demonstrated a continued need for them. Additional vehicles are maintained in a motor pool for use by individual employees, as needed.

4. Employees who need transportation in the course of their normal work may be assigned a Company vehicle for their use. All other employees needing transportation for Company business may use vehicles assigned to their department or drawn from the motor pool. As a last resort, when no Company vehicles are available, employees may use their own vehicles for business purposes with prior approval.
5. Employees who drive a vehicle on Company business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and maintain the security of the vehicle and its contents. Employees are also responsible for any driving infractions or fines that occur as a result of their driving.
6. Nonemployees and nonbusiness passengers (e.g., family members and friends) are prohibited from riding in Company vehicles.
7. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation and insurance. Employees who operate personal vehicles for Company business should obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary as determined by their personal insurance agent or carrier. Management may request proof of insurance.
8. Employees must report any theft or malicious damage involving a Company vehicle, regardless of the extent of the damage. Such reports must be made as soon as possible, but no later than 48 hours after the incident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.
9. Employees who are on-call on a 24-hour basis may be allowed to take a Company vehicle home so they can respond as soon as possible. Such employees must provide a written acknowledgement that they fully understand that the vehicle is for business use only and is not intended for personal use.
10. An employee is not permitted, under any circumstances, to operate a Company vehicle or a personal vehicle for Company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any Company vehicle at any time, or operate any personal vehicle for Company business, while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.
11. Employees may not use a hand-held cell phone while operating a vehicle whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages and text messages.
 - a. If Company employees need to use their phones, they must safely pull over to the side of the road or another safe location.
 - b. Employees are required to:
 - i. Turn off cell phones or put them on silent or vibrate before starting the car.
 - ii. Consider modifying voicemail greetings to indicate that you are unavailable to answer calls or return messages while driving.
 - iii. Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

Company Credit Card Policy

The Company offers company credit cards for employees who travel frequently as part of their duties, purchase large volumes of goods for use by the Company or incur frequent business expenses that are paid by credit card.

As a rule, corporate credit cards cannot be used to obtain cash advances, bank checks, electronic cash transfers or for anything other than the expenses incurred by the employee whose name appears on the credit card. The card is not to be used for personal expenses of the employee.

- Misuse of a Company credit card will result in the cancellation of the card. If the card is used for personal expenses, the Company has the right to recover these expenses from the cardholder. All employee cardholders will be required to sign an agreement authorizing the Company to recover any charges incurred for personal reasons through payroll deduction.
- Authorized credit card expenditures must be submitted with original receipts to Accounts Payable each week by Tuesday morning. Cardholders who do not submit their expenditures within this time frame will be asked to submit them immediately.
- If a credit card holder does not follow this policy, his or her card will be cancelled.
- Lost or stolen Company credit cards must be reported to Julie Amos, Miller Truck Lines immediately.

Confidential Information and Company Property Policy

During your employment at the Company, you may have access to confidential and proprietary data, which is not generally known by competitors or within the Company's field of business. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to:

- Data relating to the Company's marketing and servicing programs;
- Procedures and techniques;
- The criteria and formula used by the Company in pricing its products and services;
- Lists of customers and prospects;
- The identity, authority and responsibilities of key contacts at Company accounts;
- The composition and organization of accounts' businesses;
- The peculiar risks inherent in their operations;
- Sensitive details concerning the structure, conditions, and extent of their existing products and services;
- Contract expiration dates;
- Commission rates;
- Service arrangements;
- Proprietary software, Web applications and analysis tools; and
- Other data showing the particularized requirements and preferences of the accounts.

This Confidential Information is an asset of the Company, developed over a long period of time and at substantial expense. To protect the Company's interest in this asset, you must:

- (a) Not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and
- (b) Use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company.

In addition, you should minimize those occasions on which you take documents, computer disks, laptops, tablets or smartphones containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and with doing your job effectively, to take documents, computer disks, laptops, tablets or smartphones containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During your employment with the Company, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of such records or make any notes regarding such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

Conflicts of Interest Policy

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interests. Employees should not place themselves in a position where their actions or personal interests may conflict with those of the Company. Examples include: soliciting or profiting from the Company's client or prospect base or other Company asset for personal gain; acting without authority on behalf of the Company in servicing or obtaining a client; limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which the Company has a competitive or significant business relationship without the written approval of the chief executive officer.

Employees should report to their manager any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with the Company.

Customer Complaint Policy

This Customer Complaint Policy aims to not only provide a framework for employees to work with when handling complaints from customers, but also to ensure consistency within the Company in handling and resolving complaints from customers. Addressing customer complaints helps the Company in following through on our commitment to provide quality products, services and customer service.

The Company defines the term "complaint" as any expression of dissatisfaction or grievance made by a customer or member of the public about any the Company product or service, not including a request for information.

The Company's customer service representatives will provide reasonable information and assistance to customers to ensure that complaints are made effectively. Complaints may be made in any of the following ways:

- o Via telephone at 918-447-2103 or 918-281-3413
- o Via email at sara@millertrucklines.com
- o Via mail at Sara Carter, Miller Truck Lines, LLC, 4231 S. Elwood Avenue, Tulsa, OK 74107

Complaints will be acknowledged upon receipt by the Company and customers will be provided with a reference number that can be used to identify the progress of their complaint.

Complaints will be processed in a timely and efficient manner. Continuous improvement and training will be used to confirm complaints are resolved promptly and courteously. Managing our customers' expectations realistically is our goal. This involves the careful examination of each complaint and the provision of a resolution offered based on that analysis. Complaints will be recorded and analyzed to ensure that our complaint management processes comply with this policy. Trends will be identified, and feedback will be provided to the relevant departments to improve current processes.

Our mission is to resolve customer complaints immediately, rather than delaying the resolution. When necessary, customers will be kept informed of the progress of their complaint and the Company's internal escalation process.

Direct Deposit Policy

It is the policy of the Company to issue employee payments solely through electronic direct deposit. Direct deposit provides many benefits for employees, including greater security and faster access to funds. Checks will not be issued.

Employee payments will be electronically deposited directly into one or more checking or savings accounts designated by each employee. Accounts must be established with financial institutions, such as banks or credit unions that support direct deposit.

Temporary exceptions to this policy may be made for new hires, to provide adequate time to set up a direct deposit account. Exceptions may also be made for employees who provide evidence that they cannot obtain an account at a financial institution offering direct deposit.

Payroll Services or Human Resources will assist employees with completing the necessary documentation as well as answering any questions or concerns about direct deposit.

NOTE: It is each employee's responsibility to review his or her payroll stub for accuracy of personal information and payment information. Employees must immediately notify Payroll Services or Human Resources if there has been an overpayment of wages. Employees are not entitled to keep wage overpayments and the Company may recoup overpaid amounts from future payments.

NOTE: Employees must notify Payroll Services when there is any change to bank accounts that affect direct deposit. Changes must be received two weeks prior to the payday for which the change is to occur.

Dispute Resolution

Except as provided in Subparagraph (a) of this section any dispute (including re-quests for preliminary or injunctive relief) between the parties arising out of or relating to this Agreement, the employment relationship between the Parties, and any acts, omissions, conditions, or events during the term of this Agreement, including but not limited to those arising out of or relating to any other agreement between the Parties, or to any claim of breach of contract, tort, fraud, or other violation or cause of action under the statutes, regulations, common law, or other requirements of any applicable government authorities, whether local, state, Federal, or foreign, including but not limited to the Fair Labor Standards Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Employee Retirement Income Security Act, and other Federal labor, employment, or transportation law, and State labor, employment, or transportation law (together, "Claims"), shall be submitted to final and binding arbitration in accordance with (i) the Employment Arbitration Rules of the American Arbitration Association, copies of which are available online at www.adr.org or upon request, or of such other arbitration organization as the Parties agree to in writing; (ii) the Federal Arbitration Act (9 U.S.C. § 1 et seq.), with respect to which the Parties agree that this Agreement is not exempt, or if the Federal Arbitration Act is held not to apply, the arbitration laws of your place of domicile; and (iii) the procedures set forth herein.

- (a) **Claims Not Subject to Agreement to Arbitrate.** The Parties' agreement to arbitrate Claims does not apply to: (i) Claims within the jurisdiction of a small claims court that either Party elects to file in such a court, as long as the matter remains in such court (or, solely for appealing the judgment of the small claims court and not for removing the original trial of the Claim there-from, in such other court as the applicable law may designate for such appeals) and advances only an individual (non-class, non-collective, non-consolidated, and non-representative) Claim; (ii) Claims for workers' compensation, state disability insurance, or unemployment insurance benefits; (iii) Claims brought before an administrative agency if applicable law permits access to such an agency notwithstanding the existence of an agreement to arbitrate; (iv) Statutory claims for public injunctive relief ; and (v) Claims brought under the California Private Attorneys' General Act (Cal. Lab. Code § 2698, et seq.) pursuant to which you seek to recover a civil penalty or penalties (i.e. a recovery a portion of which is allocated to the California Labor and Workforce Development Agency) on behalf of anyone who has provided services to us other than you. For the avoidance of doubt, private disputes pursuant to which you seek claimant-specific relief (e.g. statutory damages), including claims alleging violations of the California Labor Code that may underlie or be the predicate of the PAGA claim for civil penalties, are covered by this section unless applicable law requires that they be adjudicated before an administrative agency notwithstanding the existence of an agreement to arbitrate.
- (b) **Issues Delegated to Arbitrator.** An arbitrator shall decide all issues arising out of or relating to the interpretation or application of this section, including the enforceability, revocability or validity of this section or any portion of it, except the issue of the availability of class, collective, consolidated, or representative arbitration of claims, which issue shall be reserved.
- (c) **Waiver.** THE PARTIES AGREE THAT NO CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ARBITRATION OF CLAIMS SHALL BE ALLOWED AND THAT THE ARBITRATOR IS NOT EMPOW-ERED TO CERTIFY, CONDUCT, OR AWARD RELIEF IN ANY SUCH AR-BITRATION. IF A COURT OR ARBITRATOR NEVERTHELESS ALLOWS OR REQUIRES A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRE-SENTATIVE ARBITRATION, THE PARTIES AGREE THAT SUCH A DE-TERMINATION IS IMMEDIATELY APPEALABLE TO THE STATE OR FEDERAL COURTS SERVING YOUR PLACE OF DOMICILE AS CON-TRARY TO THE INTENT OF THE PARTIES AND THAT ALL ARBITRAL PROCEEDINGS, INCLUDING DISCOVERY, SHALL BE STAYED PEND-ING APPEAL. IN THE EVENT THE DETERMINATION IS NOT RE-VERSED ON APPEAL, THE PARTIES AGREE THAT THIS SECTION IN ITS ENTIRETY, AND ANY PRIOR OR SUBSEQUENT ARBITRATION AWARD UNDER IT, SHALL BE NULL AND VOID, AND ANY CLAIMS BETWEEN THE PARTIES SHALL BE RESOLVED BY COURT ACTION, NOT ARBITRATION, IN THE FOREGOING STATE OR FEDERAL COURTS. IF AT ANY POINT THIS PROVISION IS DETERMINED TO BE UNENFORCEABLE, THE PARTIES AGREE THAT THIS PROVISION SHALL NOT BE SEVERABLE, UNLESS IT IS DETERMINED THAT THE ARBITRATION WILL STILL PROCEED ON AN INDIVIDUAL BASIS ON-LY. THE PARTIES UNDERSTAND THAT BY AGREEING TO ARBITRA-TION, THEY ARE WAIVING THEIR RIGHT TO TRIAL BY JURY.
- (d) **Arbitration Fees and Expenses.** Each Party shall pay its own arbitration filing fees and an equal share of the fees and expenses of the arbitrator and the cost of the arbitration site, provided that we will pay the full fees and expenses of the arbitrator and the full cost of the arbitration site as well as (i) the full arbitration filing fee, if we are the claimant, or (ii) the portion of the filing fee that exceeds the filing fee then in effect for civil actions in the United States District Court for the district that includes your place of domicile, if you are the claimant. In all other respects, the Parties shall be responsible for their own arbitration expenses, including attorneys' fees, provided that if the arbitrator finds that you are entitled to recovery of attorneys' fees under applicable law, nothing in this section would prohibit that recovery (but Carrier reserves any and all defenses to such a recovery under applicable law).
- (e) **Right to Opt Out.** Arbitration is not a condition of your employment. If you do not want to be subject to this section, you may opt out of the agreement to arbitrate by notifying Carrier in writing within 30 days of your date of hire. If you elect to opt out, the written notice must be delivered either (i) by email to Human Resources, stating your name and intent to opt out of this section or (ii) by sending a letter by U.S. Mail, delivery service (FedEx, etc.), or by hand to Human Resources. SUCH ELECTION BY YOU SHALL NOT RESULT IN TERMINATION OF YOUR EMPLOYMENT OR ANY FORM OF PENALTY, RETALIATION, OR DISADVANTAGING OF YOU BY US.
- (f) **Miscellaneous.** If any provision (including any sentence or part of a sentence) of this section except for the waiver in Subsection (c) is found to be invalid by a court or arbitrator, this section shall be void only as to the provision, and the remainder shall remain binding between the Parties. Any provision voided by operation of the foregoing shall be replaced with provisions that shall be as close to the Parties' original intent as permitted under applicable law. No waiver of any of the provisions of this section shall constitute a waiver of any other provisions whether

similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed effective or binding upon either Party unless executed in writing by the Party making the waiver. The failure or refusal of either Party to insist upon the strict performance of any provision of this section or to exercise any right in any one or more instances or circumstances shall not be construed as a waiver or relinquishment of the provision or right, nor shall the failure or refusal be deemed a customary practice contrary to the provision or right. The rights and remedies of either Party under this section or under applicable law shall be cumulative, and the exercise of any of them shall not be exclusive of any other right or remedy provided allowed under applicable law.

Diversity Policy

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

Dress Code Policy

The Company believes that your pride in both yourself and the Company is reflected in your appearance and in the image you create. We feel that our business image is important and, therefore, request that our employees maintain standards of dress and appearance appropriate to both the organization as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness and professional behavior standards contribute to the professional image we strive to present to our customers and visitors. Therefore, while performing duties for the Company, employees are always expected to dress in attire appropriate to the business environment and to behave in a professional manner to best represent our business.

Guidelines

Due to the nature of our business and our continuous client contact, the employees at the Company followed a traditional business attire dress policy in the past. Our formal dress guidelines now, however, include a more relaxed dress or "Business Appropriate" dress, which we feel is in the best interest of the Company, our employees and our clients.

Employees may dress according to the requirements of their position; however, our beliefs regarding business appropriate dress is that business is always first. This means that employees should keep their day's schedule in mind. We recognize that different levels of dress may be appropriate for different occasions. As a rule, when meeting with clients, prospects or outside visitors, traditional business attire should always be worn except where it doesn't make good business sense.

All employees should select their business attire for meetings and contact outside of the office by the type of function that will be attended. Also, on occasion there may be a specific business reason to require that all employees dress in traditional business attire. In such instance, this will be communicated to employees in advance and they will be required to dress accordingly.

Our business appearance and image are important to us. However, we respect individual preference and choice in dress and appearance. We are confident that employees will use their best judgment in following our dress and attire guidelines. We always ask that employees make certain that they appear well-groomed and clean and that clothing is appropriate, neat, clean and well-fitting. While relaxed business attire is acceptable within the stated guidelines, we want to be sure our environment does not jeopardize professionalism and productivity.

If an employee is unclear about dress and appearance guidelines, he or she is encouraged to consult with Human Resources. If an employee reports to work in questionable attire or appearance, the employee will be notified and advised and counseled regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home with directions to return to work in proper attire. It is expected that any work time lost will be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action.

Driving While on Company Business Policy

Distracted driving plays a role in many motor vehicle accidents. We are not only concerned about your welfare as a The Company employee, but also the welfare of others who could be put in harm's way.

As a driver, your first responsibility is to pay attention to the road. When driving on the Company business or driving while conducting business on behalf of the Company in any other capacity, the following applies:

Cellphone Use

Cellular phone use while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones while driving will not be tolerated. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or until you arrive at your destination. If you must use your cellphone while driving, please use good judgment: keep the call short, use a hands-free device, get to know your phone and its features, and suspend conversations during hazardous driving conditions (rain, snow, ice, fog, glare, heavy traffic, etc.). Also be aware that in many jurisdictions, using a cellphone while driving is prohibited or limited to calls facilitated using a hands-free device.

Obey the Law

The Company is not responsible for any moving traffic violations, tickets for parking violations or violation of any other city ordinances or state or federal laws regarding your driving habits and operation and care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for the Company.

Other Safe Driving Precautions

- Use your best judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.

- Avoid distractions such as eating, applying makeup, paying too much attention to your radio or CD player, etc.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- Be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Be concerned for your coworkers' safety. Ask them to call you back at a safer time if they call you while they are driving.

As a business against drunk driving, be responsible when entertaining clients. Abide by the law and use a designated driver or the Businesses Against Drunk Driving program for transportation if you are under the influence of alcohol.

Employees who drive for Company business must have a current, valid driver's license and required insurance.

Employee Classification Policy

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

Exempt—Employees who meet any of the FLSA's exemption standards, including managerial, supervisory, professional, sales or administrative employees.

Non-exempt—Employees whose positions do not meet the FLSA exemption standards. Overtime work is prohibited without specific supervisor authorization for these employees.

In addition, everyone's employment status is defined as one of the following:

Full-time - Employees who work at least 39 hours per week are considered full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met.

The Company may supplement its regular work force with temporary or part-time employees to help compensate for workload, employee absences or other situations. Management will determine which positions are permanent and which are considered temporary or seasonal.

Part-time - Employees who work fewer than 30 hours per week are part-time. Employees who work 30 hours or fewer per week, or who work on a temporary project basis, will receive all legally mandated benefits (such as workers' compensation and Social Security benefits), but are ineligible for other benefit programs.

Temporary - Temporary employees are individuals engaged to work either part time or full time on the Company's payroll but have been hired with the understanding that their employment will be terminated no later than the completion of their specific assignment. This category includes interns and co-op students. Such employees may be either "exempt" or "non-exempt," but are not eligible for the Company benefits except as mandated by law.

Independent contractors - Consultants, freelancers and independent contractors are not employees of the Company. The distinction between employees and independent contractors is crucial because employees may be entitled to participate in the Company's benefits programs, while independent contractors are not. In addition, the Company is not required to satisfy income, Social Security, Medicare, unemployment tax withholdings or payment requirements for independent contractors.

Employee Fraternization Policy

The Company wants to preserve a working environment that has clear boundaries between personal and professional relationships. This is believed to be the best practice for conducting business in a professional manner. This policy establishes clear boundaries regarding how relationships develop at work and within the confines of the work area.

- During working hours and in work areas, employees of the Company are expected to keep all personal interactions limited and at a professional level to avoid distracting or offending others.
- Employees are prohibited from engaging in any physical interactions that would be inappropriate in the work area. What constitutes inappropriate conduct is in the discretion of the Company.
- Employees who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action. If said employees fail to change their behavior after disciplinary action takes place, they may be subject to termination.
- Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship does develop between a supervising employee and his or her subordinate, management should be notified immediately so that a department transfer may be considered.

Employee Privacy

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. The Company will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

Collection of Information

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with the Company, and those required by governmental agencies.

Use of the Information Collected

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- Human Resources Management. We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- Business Processes and Management. Personal Information is used to run our business operations including, for example, scheduling work assignments, managing Company assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- Safety and Security Management. We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.

- Communication and Identification. We use your Personal Information to identify you and to communicate with you.

Limited Disclosure

The Company acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

Employee Referral Bonus Policy

An award **may be** established to encourage our present staff to refer quality people to our organization. If the referral is hired, the staff member that submitted the referral will receive a referral amount to be determined at the time. In order to qualify for the referral program, a current employee should provide the referral either for a posted position or as a general referral. The following are the guidelines to this program:

- Any recommendation should be routed to Human Resources regardless of posting. Recommendations will be kept open for 12 months. If two people refer the same individual, Human Resources will review the situation to determine who qualifies to receive the award.
- Referral candidate cannot already have been recommended through a recruiter.
- The award will be paid as detailed by the program in effect at the time. Both the new employee and the individual who made the recommendation must be active employees at the time the award is paid.
- This policy does not apply to anyone who has a recruitment, hiring or supervisory role, or who has President or Executive Vice President status within the Company.

Employment of Relatives Policy

Members of your immediate family will be considered for employment based on their qualifications. Your immediate family may not be hired, however, if it would:

- Create a direct supervisor-subordinate relationship with a family member
- Have the potential for creating an adverse effect on work performance
- Create either an actual conflict of interest or the appearance of a conflict of interest

This policy must be considered when hiring, assigning or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (including marriage, reduction in force, reorganization, priority placement, etc.), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family members or close personal relatives, the supervisory relative will not be involved in any personnel action involving his or her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

For purposes of this policy, your immediate family includes your mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent,

grandchild or grandparent. This policy also applies to close personal relatives such as uncles, aunts, first cousins, nephews, nieces or half-siblings.

Questions should be directed to your supervisor or Human Resources.

Flextime Policy

Standard working hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. A one-hour lunch period may be taken at any hour, to be mutually agreeable between the employee and supervisor.

Flextime is an option available to improve departmental efficiency and morale. Flextime may not be appropriate for all departments or all positions. It is each manager's responsibility to manage the program so that it will serve the business requirements of the department. The basic principles of flextime are:

- Manager approval is necessary for any department or employee to participate in flextime.
- The work commitments of the department must be able to be met effectively and efficiently without compromising service to internal or external customers.
- Each employee must recognize his or her responsibilities to the Company and to colleagues.
- Each employee who uses flextime must work cooperatively to ensure that no problems arise with regard to internal or external service.
- Employees utilizing flextime should establish "standard" hours (i.e., 7 a.m. to 4 p.m. every day) and should not vary hours from day to day, week to week or month to month.

Employees will work a consistent schedule using the following guidelines:

- Shifts must be completed between 6:00 a.m. and 6:00 p.m.; start and end times are subject to approval.
- Employees must take either a one-hour or a half-hour unpaid lunch period. Lunch should normally be taken between 11:00 a.m. and 2:00 p.m. and should be mutually agreed upon between the employee and his or her supervisor.

Employees cannot work through their lunch period to make up time unless prior supervisor approval is obtained. Such occurrences should be infrequent.

At each manager's discretion, summer hours may be offered to a department, regardless of whether flextime is offered. When using summer hours, employees work four nine-hour days and one 4-hour day, however, variations to this schedule may occur with management approval. It is each manager's responsibility to manage the program in such a way that there is always appropriate departmental coverage.

As with flextime, summer hours may not be appropriate for all departments or all positions. Based on business needs, summer hours can be discontinued at any time.

Grievance Procedure

All complaints should be made in good faith.

Step 1: The employee should discuss the situation with his or her immediate supervisor. If the issue involves the employee's supervisor, the employee may discuss it with another member of management or Human Resources. The supervisor or other member of management should respond to the employee within five working days of meeting with the employee about this issue.

Step 2: If the issue is not resolved to the mutual satisfaction of the employee and supervisor, or if the supervisor fails to respond within five working days, the employee may submit a written complaint to the employee's director or department head. The employee may ask Human Resources staff for assistance in writing the complaint. The employee has five working days from when the initial decision was received to submit this second-level complaint.

The written complaint should include:

- An explanation of the incident and the date the incident occurred
- Suggestions for ways to resolve the problem
- A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the supervisor. If the supervisor provided no response, this should be stated.

Upon receipt of the complaint, the director/department head will schedule a meeting with the employee. This meeting will take place within five working days of receiving the complaint. Within five working days of this meeting, the director/department head should issue a decision orally and in writing to the employee.

Step 3: If the employee is dissatisfied with the decision received through Step 2, he or she may appeal the decision. Appeals must be submitted, in writing, to Human Resources within five days of receiving the director's/department head's decision.

Human Resources may meet with the parties involved to facilitate a resolution. Human Resources will submit a final resolution to the President/CEO for his or her approval. Then, the final decision will be provided to the employee both in writing and orally. Human Resources will provide the employee with the final decision no more than 15 working days from the date it was received. The decision cannot be appealed beyond this step.

Examples of complaints employees may have:

- Suggestions for improvement
- Concerns about working conditions
- Issues with co-workers
- Concerns about treatment at work

If an employee fails to appeal from one step to the next within the time limit of five working days, the issue will be considered settled based on the last decision provided.

The Company reserves the right to impose disciplinary action for any conduct it considers disruptive or inappropriate. The circumstances of each situation may differ, and the level of management action may vary depending on the factors of the situation.

No Company employee will be subject to retaliation for filing a complaint under this policy.

When a complaint is voiced, management will do its best to remedy the situation. Every employee may not be satisfied with every solution; however, employee input is valued, and the Company wants to foster an environment where all employees feel comfortable reporting their concerns.

Hours of Work

The workweek is generally from Monday through Friday, with normal operating hours from 8:00 a.m. to 5:00 p.m., with 1 hour for lunch. Unless otherwise approved by direct supervisors, employees are to report to work during normal operating hours.

Improper Payments and Gifts Policy

We prohibit the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback or similar consideration, including money, services, goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Do not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of the Company or the party with whom the Company is dealing.

Internal Transfer/Promotion Policy

The Company strives to retain employees through an environment that creates opportunity and encourages advancement. It is our goal to allow employees to fully use and develop their skills.

When a position becomes available, it will be advertised both internally and externally. Current employees are welcome to apply, as are external candidates. All staffing decisions will be made with the position goals in mind, with the desire to hire the most-qualified individual being paramount.

At times, positions may be filled internally without being posted. This could relate to a business need or a planned career progression that includes an employee being assigned new responsibilities.

Transfers can be either management- or employee-initiated. They are determined by business needs and employee qualifications. Employees being considered for transfer will be given the opportunity to provide input; however, an employee should not be approached by management without the knowledge of his or her manager and Human Resources. Transfers will be made in a manner that disrupts ongoing operations as little as possible.

In order to be considered for a transfer or promotion, you must complete the Internal Transfer/Promotion Application form and submit it to Human Resources with your manager's signature. After the interview process is complete, if you are selected for the position, you will receive documentation and the transition process will begin.

Injury & Illness Reporting Policy

The Company is committed to establishing and maintaining a comfortable and safe working environment for all employees.

Safety is often taken for granted in an office environment. Though generally, we may not be exposed to the same degree of risk as employees of a manufacturing firm or health care facility, we must still recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility.

All work-related injuries and illnesses must be reported immediately to Human Resources, even if you are not sure whether they are truly work-related. Small, seemingly insignificant injuries left untreated can result in serious conditions. Human Resources will complete an Accident Report based on the information you provide. Report injuries and illnesses immediately so that we can investigate and incorporate corrective action to prevent more injuries. If you see any potential hazards that need attention, notify Human Resources immediately.

Internet Access

Access to the Internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be **abused and must not affect the** employee's performance of employment-related activities.

Right to Monitor

The Company email and Internet system is always the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, you acknowledge that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. Employees should not have an expectation of privacy when using the Company's Internet system. Please note that the Company uses email filters to block spam and computer viruses. These filters may from time to time block legitimate email messages.

Leaving the Company

If you wish to resign your employment with the Company, we request that you notify your manager of your anticipated departure date at least two (2) weeks in advance. This notice should be in the form of a written note or letter.

You will be paid for accrued but unused time off as part of your last paycheck.

The Company asks all employees to participate in an exit interview with their immediate supervisor prior to leaving the Company. This provides an opportunity to return parking passes, keys and other property and to tie up any loose ends. You will receive preliminary information at that time regarding continuation coverage and any other continuation of benefits for which you may be eligible.

If you leave the Company in good standing, you may be considered for reemployment later. However, in the case of rehiring, the Company may consider you to be a new employee with respect to time off, benefits, and seniority.

Media Relations Policy

The Company is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding the Company and its operation must be immediately referred to Sara Carter, Director of HR, who is authorized to make or approve public statements regarding Company business. Unless specifically designated by this person, you are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of or about the Company, you must first obtain approval.

The Company will generally provide a response to media inquiries within 24 hours. Should the response require a detailed technical explanation, a spokesperson will be designated to address the issue. The spokesperson will be chosen carefully, based on their area(s) of expertise.

Media inquiries include, but are not limited to, official statements, press releases and advertisements.

Please contact Sara Carter, Director of HR with any questions or concerns you have regarding the Media Relations Policy.

Office Equipment

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of the Company and cannot be removed from the office without prior approval from your supervisor. The Company expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

Online Social Networking Policy

The Company is committed to maintaining a good relationship with its employees and the marketplace. The way the public views the Company is vital to maintaining business, gaining new business, retaining first-class employees, recruiting new employees and marketing our products and services.

While the Company has no intention of controlling employee actions outside of work, employees should practice caution and use discretion when posting content on the Web. Employees have the right to use social media for personal expression on their own time, and the Company will not violate employee privacy by attempting to access content that has not been made available publicly. This policy serves as a notice on the practice of social networking for all employees to read and understand. As more concerns develop and legislation is released, this policy is subject to change.

The purpose of this policy is to:

- To foster a constructive relationship between the Company and its employees
- To manage risk and preserve the Company's positive reputation
- To discourage the use of Company time for personal social media activities
- To promote awareness among employees of the number of individuals who can access information presented on social networking sites

Definitions

Social networking and *social media* refer to any activity that involves interaction in online communities. This interaction includes, but is not limited to, browsing profiles and photos, reading messages sent through social networking forums and participating in instant messaging services.

A *social networking site* is any website that links individuals electronically and provides a forum where users can connect and share information. These websites can be tailored to specific interests or to certain types of users. Examples of popular social networking sites include Facebook, Twitter, Tumblr, Instagram and LinkedIn. The list of social networking sites is constantly growing and changing because of the nature of the Web.

A *social networking profile* is a user's personalized page within a specific social networking site, usually containing personal information such as name, birthday, photo and interests.

Micro-blogging is the practice of publishing your recent whereabouts, thoughts or activities on a social networking site for other users to see. While not all social networking sites use micro-blogging, this is a primary focus of sites such as Twitter and Facebook.

Business purposes is considered using a social networking site for the Company's gain, usually as a task or assignment given by a manager or supervisor. This can be done either through a specific Company account on a given social networking site or through a personal account set up for the purposes of recruiting or marketing for the Company.

The term *Working Hours* includes any time during which employees are being paid to conduct Company business. Standard working hours are from 8 a.m. to 5 p.m., Monday through Friday. This timeframe may vary based on job type and responsibilities.

Procedures

Prohibited Use

It is important that employees use their time at work for business purposes. Employees are not blocked from access to social networking sites on the Company computers because, under some circumstances, social networking is a powerful business tool that can be channeled to gain positive publicity for the Company and to connect with clients. However, access to such websites should follow Company policy. The following actions are prohibited during working time:

- Using social networking sites to conduct personal or non-Company business with a Company computer or device.
- Browsing social networking sites for non-Company business on Company time with a Company computer or device.
- Reading e-mail alerts regarding personal social networking account activity or using the Company e-mail to correspond with personal social networking contacts.
- Updating information, uploading photos or otherwise engaging with one's personal social networking profile for non-business purposes with a Company computer or device.
- Micro-blogging for a non-business purpose on a social networking site throughout the day, whether it is on a Company-provided computer or a personal smart phone device.

Prohibited Conduct

Having your own individual social networking account and using it on your own time is permissible. However, keep in mind that some actions on your personal site are visible for the entire social networking community and may no longer be considered private matters. The Company has put in place a set of conduct guidelines to protect its brand and prevent the unwanted disclosure of confidential information. Please follow these guidelines:

- Do not use micro-blogging features to disclose trade secrets, publish internal reports, provide tips based on inside information or participate in other activities that may be considered insider trading.
- We urge you to consider resolving workplace grievances internally. If you choose to address a grievance using social media, we recommend you refrain from posting comments and materials that could be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile environment on the basis of race, sex, disability, religion or any other status protected by law.
- We also recommend you refrain from posting any opprobrious, reckless or maliciously untrue comments. These communications may not be protected by law.

- Do not impersonate the Company or its employees, make statements on behalf of the Company without authorization, or make statements that can be construed as establishing the Company's official position or policy on any issue.

As stated above, the purpose of this policy is to protect the Company's brand and prevent the disclosure of confidential information. It is not the Company's intent to interfere with its employees' legal rights. Whenever state or federal law governs an area of social media participation, the Company policies should be interpreted as to comply with them.

Open-Door Policy

To foster an environment where employees and management feel comfortable communicating with and voicing concerns to one another, the Company uses an Open-Door Policy. Basically, this policy means that all the managers' doors are open to all the employees, and employees are free to talk with management at any time. Please consider the following regarding this policy:

You are responsible for addressing concerns with a manager, including complaints, suggestions and observations. Addressing these concerns allows the Company to improve and explain practices, processes and decisions.

We recommend that you first discuss concerns with your immediate supervisor, but the Open-Door Policy also gives you the option of discussing them with higher management and/or Human Resources. All these parties will be willing to listen to the issue and assist in a resolution.

Orientation Period Policy

For all employees hired by the Company, the first 90 days of employment are considered an orientation period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. The employee's supervisor will also monitor the employee's performance during this time.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his or her job responsibilities, and to determine if he or she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his or her supervisor at any time during the first 90 days of employment, the employment will be terminated. This orientation period in no way alters an employee's status as an employee-at-will. All employees will remain employees-at-will both during and after this orientation period.

All new employees will receive a confidential performance evaluation from their supervisor at the end of the orientation period.

Orientation and Training

To help you become familiar with the Company and our way of doing things, the Company will provide an orientation and training session within the first few days after you begin work. Some of the content of the session will depend in large part on the nature of your responsibilities, while other parts will be applicable to all employees. In addition, the Company may periodically offer additional training or educational programs. Some programs may be voluntary, while others will be required.

Overtime Pay Policy

The Company compensates all hourly, non-exempt employees one-and-a-half times their regular wage rate for all hours worked in excess of 40 hours each week. The Company's workweek begins on Sunday and ends on Saturday.

Because of the nature of our business, your job may periodically require overtime work. If the Company requires that you work overtime, we will give you as much advance notice as possible. You should not work overtime hours without prior approval by your immediate supervisor or the designated manager.

Employees who want to work more than 40 hours during a workweek must receive written authorization from their supervisor before working overtime.

Pay Periods and Check Distribution Policy

Miller non-driver employees are paid bi-weekly. When a payroll date falls on a holiday, employees will be paid on the first business day following the scheduled payroll date.

Paychecks will only be released to the individual whose name appears on the check, or to an individual whom the employee has designated and approved through written consent.

Performance Evaluation Policy

The Company is committed to providing you with feedback, both formal and informal, about your performance on the job. Managers and supervisors are responsible for providing ongoing performance feedback to each employee. In addition, your manager or supervisor may formally discuss and document your performance on a regular basis (generally annually). In some business units, an initial performance review may be conducted within three to six months after an employee is hired or transfers to a new position.

Your performance appraisal discussion will review your strengths and identify any areas needing improvement, and goals and objectives that need to be achieved. Specific performance problems may be addressed outside the performance appraisal cycle through either informal discussions or formal disciplinary action. Formal performance feedback becomes a permanent part of your personnel file.

Please contact Human Resources if you feel that an evaluation is due to you or would be helpful to you.

Personnel Records Policy

The Company strives to keep accurate and up-to-date personnel records.

To ensure the accuracy of your personnel records, please notify us immediately if any of the following changes: name, address, telephone number, marital status, dependent status, tax status.

Personnel records are confidential and are not available to anyone outside of the Company, unless you have personally authorized their release. A release may not be necessary when reporting certain information as required by law or when an authorized governmental agency inspects files. Access to employee medical files is governed by HIPAA compliance regulations.

Employee personnel files may include the following:

- Employee demographic information
- Job application
- Position description

- Résumé
- Training records
- Salary history
- Disciplinary action records
- Performance reviews
- Coaching and mentoring records

To ensure the accuracy of your personnel records, please notify us immediately if any of the following changes:

- Name
- Address
- Telephone number
- Marital status
- Dependent status
- Tax status

Personnel records are confidential and are not available to anyone outside of the Company, unless you have personally authorized their release. A release may not be necessary when reporting certain information as required by law or when an authorized governmental agency inspects files. Access to employee medical files is governed by HIPAA compliance regulations.

Employees are entitled to inspect and obtain copies (copying fee may be charged) of their personnel files. To obtain access to your records, contact Human Resources.

Phone Call Policy

The Company provides phones to employees to increase business efficiency. When using Company phones, please adhere to the following guidelines, based on the type of call you are making or receiving:

Business phone calls— Much of our business is conducted over the phone, making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected. When you are away from your work area, make a habit of forwarding your calls to the appropriate extension.

Personal phone calls— We recognize that periodically, personal phone calls must be made or received during the business hours. Such calls should be held at a minimum so that they do not interfere with the workflow.

Personal cellphone calls— In order to provide an optimum work environment, employees are expected to have cellphones turned off during work hours. Ringing cellphones are a distraction to co-workers and can interfere with productivity. Cellphones should only be used during breaks, lunches and outside of the office. Flexibility will be provided in circumstances demanding immediate or emergency attention.

Voicemail— Company telephones are also equipped with voicemail. Voicemail was installed to help maintain our high quality of service for clients and to increase efficiency throughout the office. Voicemail will be an option to the caller; the call will not be put directly through to voicemail. In addition, voicemail greetings should be brief and communicate your availability to clients.

Please contact Human Resources with questions about our Phone Call Policy.

Telephones

Access to the Company telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support the Company's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of the Company as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Company telephone system is always the property of the Company. By accessing the telephone system through facilities provided by the Company, you acknowledge that the Company has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

The Company prohibits the use of hand-held cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

Physical Examination and/or EFA Baseline Testing Policy

The Company may require employees to undergo a mandatory, job-related medical examination and/or EFA baseline testing to determine his or her fitness to perform the essential functions of the job position without endangering the health and safety of him- or herself and others. Employees may also be required to undergo a medical exam on other occasions such as when an employee has been exposed to unhealthful conditions, has requested an accommodation for a disability or has a questionable ability to perform essential functions due to a medical condition. The Company may conduct voluntary medical examinations and health promotion activities as well. The records from these screenings will be kept confidential.

The Company is responsible for the cost of the voluntary or mandatory medical examinations.

Safety Policy

The Company wants to ensure that our employees always remain safe and injury-free. The Company intends to comply with all applicable safety laws. To ensure that accidents are avoided whenever possible, we expect our employees to refrain from horseplay, careless behavior and negligent actions. It is the Company's policy to maintain a safe and secure working environment for all employees and clients.

While working, employees must observe safety precautions for their safety and for the safety of others. All work areas must be kept clean, and free of clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If you are involved in an accident, you must:

- Report the accident to your supervisor or to Human Resources immediately
- Obtain any necessary medical treatment
- Fill out an Accident Report, regardless of the severity of the injury
- If you must seek additional medical treatment, obtain your supervisor's consent before leaving the premises

Employees who fail to comply with this procedure may be subject to disciplinary action.

Security of Personal Information

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible medium containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of the Company.

The Company will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or Human Resources Department. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or Human Resources Department.

Salary Advance Policy

The Company may, in its discretion, grant a salary advance to an employee who demonstrates an emergency need for financial assistance. The employee must present what the Company determines to be a good reason for why the salary advance is needed. Presentation of such a reason is no guarantee that the salary advance request will be approved. All such requests will be reviewed on a case-by-case basis.

An approval for the salary advance must be signed by the appropriate management-level staff member and the director of Human Resources.

An employee must have at least 12 months of continuous service with The Company before a salary advance request will be considered.

The advance will be recovered through payroll deductions. Installment payments will begin the first payroll immediately following the advancement. If the amount requires more than 12 months of repayment, the Chief Executive Officer must also authorize the action. The extent of the salary advance will also be limited by the amount of the employee's earned PTO, which shall serve as collateral. Should the employee terminate employment, voluntarily or involuntarily, the full balance will be due immediately. Salary advances will carry a processing fee of \$50 plus 15 percent of the advance.

Before pursuing a salary advance, all employees are encouraged to pursue other options.

Severe Weather Policy

Unless you are informed otherwise, always assume that the Company is open for business during normal hours. Use common sense and your best judgment, however, when traveling to work in severe weather.

Some types of severe weather include blizzards, hurricanes, and tornadoes.

If the Company is not going to open for the day, either you will be emailed, or the information will appear on the Company's website. If this happens, you will be compensated for your entire workday.

If the Company has not been closed due to severe weather, and you arrive at work after your scheduled start time, the time missed will be charged as either (1) PTO (2) unpaid time, in that order. You should always use your discretion in getting to work. The Company attempts to accommodate individual situations by allowing the use of PTO time in these situations.

When potentially dangerous weather develops during the day and a decision is made by management to close, you will be compensated as if you had worked all your regularly scheduled hours for that day. If you elect to leave prior to a decision being made by the Company to close early, you will be required to use accrued time to account for your absence.

Smoke-Free Environment Policy

The Company is a smoke-free environment. Smoking, chewing, use of e-cigarettes/pipes and other tobacco and nicotine products is not permitted at any time in Company work areas or vehicles, or in client work areas or vehicles.

If smoking is allowed outside of the building, smokers should be considerate of colleagues, customers and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doors so that smoke does not blow into the building.

Employees who smoke or chew tobacco products must observe the same guidelines as non-smokers for the frequency and length of break periods.

This policy applies equally to all employees, customers and visitors.

Social Functions Policy

At times, social events will be hosted by the Company for employees to attend. These events may take place due to the hiring or promotion of an employee, or for other reasons.

Some events will be celebrated with a group luncheon, arranged by management. Other events (such as employee birthdays or service anniversaries) will be recognized with a card or gift from Human Resources. At times, the Company may also host parties or social gatherings outside of working hours. These events may take place to celebrate holidays or Company successes, or for many other reasons.

At all Company social functions, employees are responsible for behaving in a professional manner. While alcohol may be served, employees should refrain from becoming intoxicated in order to avoid disruptive behavior.

Even at social functions, employees must remember that they are representing the Company and need to ensure that they are always upholding the Company's positive reputation.

Solicitations, Distributions & Use of Bulletin Boards Policy

Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of the Company operations.

In respect for other's efficiency, please do not use work email, voicemail or other resources as a means to solicit or distribute non-work materials. Activities that disrupt work hours or operations are prohibited.

Persons not employed by the Company may not solicit Company employees for any purpose on Company premises.

Nothing in this policy is intended to infringe on an employee's right to discuss working conditions as provided by Section 7 of the National Labor Relations Act (NLRA).

Telecommuting

The Company also offers employees the opportunity to telecommute. Not all jobs are suitable for telecommuting. You may telecommute up to (5) days per week with the approval of your supervisor.

Timecard Regulations Policy

The Company requires that each employee maintain a timecard or login of his or her hours of work. This will keep a record of work attendance. For nonexempt employees, timecards will also be used to ensure the accuracy of paychecks. All nonexempt employees are required to accurately record their hours worked each day.

Each employee must only use his or her own timecard or login. Employees who use a timecard or login other than their own will be subject to disciplinary action.

Employees may not punch in more than 10 minutes before the beginning of their shifts and may not punch out more than ten minutes after their shifts end, unless overtime hours were previously approved by their managers.

Workers' Compensation Policy

The Company will provide workers' compensation, a type of accident and injury insurance that compensates an employee for lost wages, medical expenses and permanent impairment that results from an injury arising out of and in the course of work. Employees must report any work-related injury, illness or disease immediately (or as soon as practicable) to their supervisor and Human Resources so that the necessary paperwork can be completed in a timely manner. Employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

If an employee is able to return to work after an injury or illness for which he or she was receiving workers' compensation, the employee must provide documentation from his or her medical provider that either outlines any work-related restrictions or verifies that the employee is able to complete all job-related tasks. If an employee is able to return to work under restrictions, the Company will make every reasonable effort to accommodate the employee's work ability and job responsibilities. When the medical provider removes all work restrictions, the employee is expected to perform his or her regular duties and will no longer receive workers' compensation benefits.

FMLA leave and workers' compensation leave may be taken concurrently.

Workspace

Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays the Company's overall dedication to providing quality service to its clients. Therefore, your workspace should be clean, organized and free of items.

Appendix

Application for the Company-Issued Credit Card

Employee Name: _____

Position Held: _____

I am applying for a Company credit card and fully understand and agree to the following terms:

- I assume ultimate responsibility for the card.
- I will not use the credit card to withdraw cash.
- I will not use the credit card to pay for personal expenses.
- If I misuse the card, I authorize the Company to recover the funds through payroll deductions for expenses incurred that do not comply with the policy.
- If the credit card is lost or stolen, I will report it immediately to Human Resources.
- If I resign from the Company, I will return the credit card with a reconciliation of all expenses prior to my departure.

Signature of Employee

Date

Signature of Supervisor

Date

Company Paid Credit Card Expense Report

- Form can be found in Company Share Drive or provided by Accounting

Receipt of the Company Employee Handbook

I acknowledge that I have received access to and/or copy of the Company Employee Handbook. I agree to read it thoroughly, including the statements describing the purpose and effect of the handbook.

I understand that this handbook is designed to introduce employees to the organization, familiarize them with Company policies, provide general guidelines on work rules, disciplinary procedures and other issues related to employment with the Company, and to help answer many of the questions that may arise in connection with employment at the Company.

I understand that this handbook and any other provisions contained in it do not constitute a guarantee of employment or an employment contract, express or implied. I understand that the Company is an “at-will” employer and as such, employment with the Company is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Company (except the President, in writing) has the authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this handbook states the Company policies and practices in effect on the date of publication. I understand that nothing contained in the handbook may be construed as promising future benefits or a binding contract with the Company for benefits or for any other purpose. Personnel policies are applied at the discretion of the Company. The Company reserves the right to change, withdraw, apply or amend any of our policies or benefits, including those covered in this handbook, at any time. The Company may notify employees of such changes via email, by posting on the Company’s intranet, portal or website, or via a printed memo, notice, amendment to or reprinting of this handbook, but may, in its discretion, make such changes at any time, with or without notice and without a written revision of this handbook.

By signing below, I acknowledge that I have received a copy of the Company Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained within it and any revisions made to it. Furthermore, I acknowledge that I am employed at will and that this handbook is neither a contract of employment nor a legal document.

Signature

Date

Please print your full name

Please sign and date one copy of this notice, and then return it to Human Resources. Retain a second copy for your reference.

Receipt of Anti-Harassment and Sexual Harassment Policies

As described in the Anti-Harassment Policy and the Sexual Harassment Policy, harassment is prohibited.

By signing below,

- I acknowledge that I have received access to and/or copy of the Company Anti-Harassment Policy and Sexual Harassment Policy, and I understand that it is my responsibility to read and comply with both policies and any revisions made to them.
- I acknowledge that retaliating or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited.
- I acknowledge that employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

Signature

Date

Print Full Name