

# Employee Handbook

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Company Name:

Last Updated:

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# **Section 1. Introduction**

## **1.1. Basic Company Information**

**Company Legal Name:**

**Primary Business Address:**

**Primary Contact Number:**

## **1.2. This Employee Handbook**

This Employee Handbook has been prepared to provide you with a comprehensive overview of the policies, procedures, benefits, and expectations that govern your employment with (hereinafter referred to as "the Company"). Compliance with the provisions set forth in this handbook constitutes a condition of your employment with the Company.

It is important to understand that this handbook is not intended to be an exhaustive or all-encompassing document covering every possible situation that may arise during your employment. Rather, it serves as a general guide to assist you in understanding the fundamental principles and guidelines that shape our workplace environment. Should you have any questions regarding specific policies, procedures, or circumstances not explicitly addressed within this handbook, you are encouraged to consult with your immediate supervisor, department manager, or a representative from the Human Resources Department, who will be able to provide you with appropriate guidance and clarification.

All information contained within this handbook remains subject to the official documentation maintained by the Company, including but not limited to benefit plan documents, insurance policies, and formal employment agreements. In the event of any discrepancy or conflict between the information presented in this handbook and such official documentation, the terms and conditions set forth in the official documentation shall prevail and take precedence.

This Employee Handbook supersedes and replaces any and all previous handbooks, policy manuals, memoranda, or other written or verbal communications that may have been previously issued by the Company regarding the matters addressed herein. Employees should not rely upon any prior representations or statements that are inconsistent with the contents of this handbook.

Notwithstanding the foregoing, individual employment agreements, offer letters, or other specific written contracts that have been duly executed between an employee and the Company may contain terms and conditions that differ from those outlined in this handbook. In such circumstances, the provisions of the individual employment agreement shall control and govern

the employment relationship with respect to those specific matters, to the extent that such provisions are not superseded by applicable law.

### **1.3. Policy Changes**

The Company expressly reserves the right, at its sole and absolute discretion, to change, modify, revise, revoke, amend, supplement, or otherwise alter any of the terms, conditions, policies, procedures, benefits, or other provisions contained within this Employee Handbook at any time and for any reason, with or without prior notice, except as may be otherwise required by applicable federal, state, or local law.

Any changes, modifications, revisions, or amendments to this handbook shall only be effective when issued in writing by an authorized representative of the Company. Verbal representations or informal communications regarding policy changes shall not be considered binding upon the Company and should not be relied upon by employees.

When changes to this handbook are implemented, the Company will make reasonable efforts to provide written notice to all affected employees in a timely manner. Such notice may be provided through various means, including but not limited to direct distribution of updated handbook pages or supplements, posting of notices in common areas, electronic communication via company email systems, or other methods deemed appropriate by the Company.

Each employee bears personal responsibility for maintaining awareness of and familiarity with current Company policies and any changes thereto. Employees are expected to review any updates or revisions to this handbook promptly upon receipt and to seek clarification from their supervisor or Human Resources if they have questions or concerns regarding any policy changes.

### **1.4. At-Will Employment**

Unless you have entered into a specific written employment agreement that has been duly signed by an authorized representative of the Company, specifically the Chief Executive Officer (CEO) or President, which expressly provides otherwise, your employment with the Company is considered to be "at-will."

At-will employment means that either you or the Company may terminate the employment relationship at any time, for any reason or for no reason at all, with or without cause, and with or without advance notice. This at-will relationship exists regardless of any other written or verbal statements or representations that may have been made to you at any time, whether before, during, or after your hire date.

Nothing contained in this Employee Handbook, nor any verbal statements, policies, practices, or procedures of the Company, nor any course of conduct or dealing between you and the Company, shall be construed to create, modify, or otherwise alter the at-will nature of your employment relationship with the Company. The at-will employment relationship may only be modified or altered through a specific written employment agreement that is signed by both you and an authorized representative of the Company (the CEO or President) and that explicitly states an intention to modify the at-will employment relationship.

The Company retains the right, at its sole discretion and at any time during your employment, to change the terms and conditions of your employment, including but not limited to your wages, compensation, benefits, job duties, responsibilities, work schedule, work location, job title, reporting relationships, and any other aspect of your employment. Such changes may include promotions, demotions, transfers, reassignments, or other modifications as the Company deems appropriate to meet its operational needs and business requirements.

### **1.5. No Guarantees & Interpretation**

The interpretation and application of all policies, procedures, and provisions contained within this Employee Handbook shall be determined by the Company in its sole and absolute discretion. The Company's interpretation of any provision of this handbook shall be final and binding in all matters.

Nothing contained in this Employee Handbook shall be construed as creating or constituting a guarantee of employment, a guarantee of any particular terms or conditions of employment, or a guarantee of continued employment for any specific duration or period of time. This handbook does not create any express or implied contractual obligations on the part of the Company regarding the continuation of employment or the maintenance of any particular employment terms.

The only manner in which the terms of this handbook or the at-will nature of your employment may be altered, modified, or amended is through a specific written agreement that is duly executed by both you and an authorized representative of the Company (specifically, the CEO or President) and that expressly states an intention to create such alteration, modification, or amendment.

### **1.6. Disputes**

#### **Arbitration Location:**

In the event that any dispute, controversy, or claim arises out of or relates to your employment with the Company, your compensation, the termination of your employment, or any other matter connected to your employment relationship with the Company, such dispute shall be

resolved exclusively through final and binding arbitration in accordance with the provisions set forth in this section.

Both you and the Company agree that any and all disputes, claims, or controversies arising out of or relating to your employment shall be submitted to and resolved by binding arbitration conducted in the county specified above. The arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service provider.

The arbitrator selected to hear and decide the dispute shall have the authority to award only those remedies, damages, or relief that would be available to the parties in a court of competent jurisdiction under applicable law. The arbitrator shall not have the authority to award punitive damages, exemplary damages, or any other damages that would not be available in a court proceeding, except to the extent that such damages are expressly authorized by applicable statute.

The arbitration proceedings and all matters relating thereto shall be governed by and construed in accordance with the laws of the state in which the Company's principal place of business is located, without regard to the principles of conflict of laws.

The following types of claims and disputes shall be subject to the binding arbitration requirement set forth in this section:

- a) Claims for wages, compensation, or other employment-related payments.
- b) Claims for wrongful termination, constructive discharge, or breach of employment contract.
- c) Claims for discrimination, harassment, or retaliation under any federal, state, or local law.
- d) Claims for violation of any federal, state, or local employment statute or regulation.
- e) Claims for defamation, invasion of privacy, or other employment-related torts.
- f) Any other claims or disputes arising out of or relating to the employment relationship.

Notwithstanding the foregoing, disputes relating to the Company's intellectual property rights, including but not limited to patents, trademarks, copyrights, trade secrets, and proprietary information, shall not be subject to the arbitration requirement and may be resolved through litigation in a court of competent jurisdiction. The Company retains the right to seek injunctive relief, temporary restraining orders, or other equitable remedies in court to protect its intellectual property rights pending the outcome of any arbitration proceeding.

## **Section 2. Employment Policies**

### **2.1. Employment Classification**

For purposes of determining eligibility for overtime compensation and compliance with the Fair Labor Standards Act (FLSA) and applicable state wage and hour laws, all employees of the Company are classified into one of the following categories:

**Exempt Employees:** Exempt employees are those who are not entitled to minimum wage or overtime pay under the FLSA and applicable state laws. Exempt employees typically include executive, professional, administrative, and certain computer-related positions that meet specific criteria established by federal and state regulations. Exempt employees are generally paid on a salary basis and are expected to work the hours necessary to complete their job responsibilities, regardless of the actual number of hours worked in any given workweek.

**Nonexempt Employees:** Nonexempt employees are those who are entitled to receive at least the applicable minimum wage for all hours worked, and overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in any given workweek, or as otherwise required by applicable state law. Nonexempt employees must accurately record all hours worked and are prohibited from working overtime without prior supervisory approval.

In addition to the FLSA classifications, the Company utilizes the following employment categories:

#### **Regular Full-Time Employees:**

Regular full-time employees are those who are regularly scheduled to work the minimum number of hours per week specified above on a continuous basis. Regular full-time employees are generally eligible for all Company-sponsored benefits, subject to the specific eligibility requirements of each benefit program.

#### **Regular Part-Time Employees:**

Regular part-time employees are those who are regularly scheduled to work fewer than the number of hours specified above per week on a continuous basis. Part-time employees may be eligible for certain Company-sponsored benefits on a prorated basis, subject to the specific eligibility requirements of each benefit program.

#### **Temporary Employees:**

Temporary employees are those who are hired for a specific project, a defined period of time, or to fill a temporary staffing need, as described above. Temporary employees are employed on an

at-will basis, and any extension of temporary employment beyond the originally anticipated duration must be approved in writing by an authorized Company representative. Temporary employees may not be eligible for Company-sponsored benefits unless otherwise specified in writing at the time of hire.

**Independent Contractors and Consultants:** Individuals who provide services to the Company as independent contractors or consultants are not employees of the Company. Independent contractors and consultants are responsible for their own taxes, insurance, and benefits, and are not eligible for any Company-sponsored employee benefits or programs.

## 2.2. Confidentiality

During your employment with the Company, you may have access to, become aware of, or receive Confidential Information belonging to the Company. For purposes of this policy, "Confidential Information" includes, but is not limited to, the following categories of information:

- (a) Business documents, reports, analyses, and strategic plans.
- (b) Techniques, methods, practices, processes, and procedures.
- (c) Tools, specifications, and equipment designs.
- (d) Inventions, discoveries, and innovations, whether or not patentable.
- (e) Patents, patent applications, and patent-related documentation.
- (f) Trademarks, service marks, trade dress, and branding materials.
- (g) Copyrights, copyrightable works, and related documentation.
- (h) Algorithms, formulas, models, and computational methods.
- (i) Samples, prototypes, and product development materials.
- (j) Software, source code, object code, and related documentation.
- (k) Drawings, sketches, blueprints, and technical specifications.
- (l) Plans, programs, and project documentation.
- (m) Research data, findings, and methodologies.
- (n) Forecasting models, projections, and business analytics.
- (o) Marketing strategies, campaigns, and promotional materials.
- (p) Personnel information, including employee data and compensation.
- (q) Customer lists, contact information, and purchasing histories.
- (r) Supplier information, contracts, and pricing arrangements.
- (s) Intellectual property of any kind owned or licensed by the Company.
- (t) Financial information, including budgets, revenues, and costs.
- (u) Any other information designated as confidential by the Company.

You acknowledge and agree that all Confidential Information is the exclusive property of the Company and constitutes valuable trade secrets that provide the Company with a competitive

advantage in the marketplace. You further acknowledge that the unauthorized disclosure, use, or dissemination of Confidential Information would cause irreparable harm to the Company.

The following categories of information are excluded from the definition of Confidential Information:

- (a) Information that is or becomes publicly available through no fault or action of the employee.
- (b) Information that was already known to the employee prior to employment with the Company, as evidenced by written documentation.
- (c) Information that has been lawfully disclosed to third parties by the Company without confidentiality restrictions.
- (d) Information that is received from a third party who lawfully obtained the information and has no obligation of confidentiality to the Company.
- (e) Information that is independently developed by the employee without use of or reference to Confidential Information.

As an employee of the Company, you agree to the following obligations regarding Confidential Information:

- (a) You will not disclose, reveal, or communicate any Confidential Information to any person, entity, or organization outside the Company without prior written authorization from an appropriate Company representative.
- (b) You will not discuss Confidential Information in public places, including but not limited to restaurants, airports, public transportation, or any other location where conversations may be overheard by unauthorized individuals.
- (c) You will not remove, copy, or transmit any hard copies or electronic copies of Confidential Information from Company premises without prior written authorization.
- (d) You will not use Confidential Information for any purpose other than the legitimate business purposes of the Company.
- (e) You will take all reasonable precautions to protect confidential information from unauthorized access, disclosure, or use.

The Company may require you to execute a separate Non-Disclosure Agreement (NDA) or Confidentiality Agreement that provides additional protections for Confidential Information. Your obligations regarding Confidential Information shall continue after the termination of your employment with the Company.

### **2.3. Conflicts of Interest**

All employees are expected to conduct themselves in a manner that avoids actual or potential conflicts of interest between their personal interests and the interests of the Company. A conflict

of interest arises when an employee's personal interests, relationships, or activities interfere with, or have the potential to interfere with, the employee's ability to act in the best interests of the Company.

Employees are required to disclose any actual or potential conflicts of interest to their supervisor or the Human Resources Department promptly upon becoming aware of such a conflict. Disclosure allows the Company to assess the situation and determine appropriate measures to address or mitigate the conflict.

Examples of situations that may constitute conflicts of interest include, but are not limited to:

- (a) Engaging in, owning, or having a financial interest in any business that competes with the Company or that provides goods or services to the Company.
- (b) Using Confidential Information, trade secrets, or proprietary knowledge gained during employment for personal gain or for the benefit of any person or entity other than the Company.
- (c) Accepting gifts, favors, entertainment, or other benefits from vendors, suppliers, customers, or competitors that could influence or appear to influence your business decisions on behalf of the Company.
- (d) Engaging in outside employment or business activities that interfere with your job responsibilities or that create a conflict with the Company's interests.
- (e) Using company resources, including time, equipment, supplies, or personnel, for personal benefit or for the benefit of outside business activities.
- (f) Making business decisions on behalf of the Company that benefit family members, friends, or other individuals with whom you have a personal relationship.

The Company reserves the right to determine whether a conflict of interest exists and to take appropriate action to address any such conflict, including requiring divestiture of outside interests, reassignment of job duties, or termination of employment.

## **2.4. Employment of Minors**

The Company is committed to compliance with all federal and state child labor laws, including the child labor provisions of the Fair Labor Standards Act (FLSA). These provisions are designed to protect the educational opportunities of minors and prohibit their employment in jobs and under conditions that are detrimental to their health or well-being.

The FLSA establishes minimum age requirements for employment, restricts the hours that minors may work, and prohibits minors from working in occupations that have been declared hazardous by the Secretary of Labor. Key provisions include:

### **Minimum Age Requirements:**

- (a) The general minimum age for employment is 14 years old for most non-agricultural work.
- (b) Minors aged 14–15 may work in certain permitted occupations outside of school hours under limited conditions.
- (c) Minors aged 16–17 may work in any non-hazardous occupation for unlimited hours.
- (d) Employees must be at least 18 years old to perform work in occupations declared hazardous.

**Hours Restrictions for 14-15 Year Olds:**

- (a) May not work during school hours.
- (b) May not work more than 3 hours on a school day or 18 hours in a school week.
- (c) May not work more than 8 hours on a non-school day or 40 hours in a non-school week.
- (d) May not work before 7:00 a.m. or after 7:00 p.m. (except from June 1 through Labor Day, when evening hours are extended to 9:00 p.m.).

**Hazardous Occupations:** Minors under 18 years of age are prohibited from working in occupations that have been declared hazardous, including but not limited to manufacturing or storing explosives; driving motor vehicles; coal mining; logging and sawmilling; operating power-driven woodworking machines; exposure to radioactive substances; operating power-driven hoisting apparatus; operating power-driven metal-forming machines; mining operations; slaughtering or meat packing; operating power-driven bakery machines; operating power-driven paper products machines; manufacturing brick, tile, or kindred products; operating power-driven circular saws, band saws, or guillotine shears; wrecking, demolition, and shipbreaking operations; roofing operations; and excavation operations.

The FLSA also establishes special wage provisions that allow for the payment of wages below the standard minimum wage to certain categories of workers, including students, student learners, and workers with disabilities, under specific conditions and with appropriate certifications from the Department of Labor.

**2.5. Employment of Relatives & Personal Relationships**

The Company has established policies regarding the employment of relatives and individuals involved in personal relationships to prevent nepotism and to avoid situations that may create conflicts of interest, the appearance of favoritism, or disruption to the work environment.

As a general policy, the Company prohibits the employment of relatives or individuals involved in personal relationships in situations where:

- (a) One individual would directly or indirectly supervise, evaluate, or influence the terms and conditions of employment of the other.

- (b) One individual would have access to confidential personnel or financial information concerning the other.
- (c) The working relationship could create an actual or perceived conflict of interest.
- (d) The working relationship could adversely affect supervision, safety, security, morale, or productivity.

In exceptional circumstances, the Human Resources Department may authorize deviations from this policy when it is determined that such arrangements would not create conflicts of interest or other problems for the Company.

For purposes of this policy, "relatives" include the following individuals, whether related by blood, marriage, adoption, or domestic partnership:

- (a) Mother, father, and parents.
- (b) Son, daughter, and children (including stepchildren and adopted children).
- (c) Sister and brother (including step-siblings).
- (d) Spouse and domestic partner.
- (e) Uncles and aunts.
- (f) Nieces and nephews.
- (g) Father-in-law, mother-in-law, and parents-in-law.
- (h) Brother-in-law and sister-in-law.
- (i) Son-in-law and daughter-in-law.
- (j) Step-relatives of any of the above categories.
- (k) Grandparents and grandchildren.
- (l) Any other individual residing in the same household.

For the purposes of this policy, "personal relationships" include romantic relationships, dating relationships, intimate relationships, and any other close personal relationships that could create a conflict of interest or the appearance of favoritism in the workplace.

All employees are required to disclose to the Human Resources Department any existing or developing relationships with other employees that fall within the categories described above. Failure to disclose such relationships may result in disciplinary action, up to and including termination of employment.

When situations arise involving relatives or individuals in personal relationships working together, the Company reserves the right to take appropriate action, which may include transfer, reassignment, or, if no suitable alternative arrangement is available, termination of employment of one or both individuals.

## **2.6. Probationary Period**

### **Probationary Period Duration:**

All newly hired employees are subject to a probationary or introductory period as specified above. During this time, management will closely monitor and evaluate your performance, conduct, and overall suitability for continued employment with the Company.

The probationary period provides you with an opportunity to learn your job duties and responsibilities, become familiar with Company policies and procedures, and demonstrate your ability to perform your job satisfactorily. It also provides the Company with an opportunity to assess your skills, work habits, attitude, and fit within the organization.

At or near the conclusion of the probationary period, your supervisor will conduct a performance review to discuss your progress, strengths, areas for improvement, and overall performance. Successful completion of the probationary period does not guarantee continued employment or alter your at-will employment status.

It is important to understand that the existence of the probationary period does not create any contractual obligation on the part of the Company to continue your employment for any specific duration. Your employment remains at-will throughout the probationary period and after its completion, meaning that either you or the Company may terminate the employment relationship at any time, for any reason, with or without cause or notice.

The Company may, at its discretion, extend the probationary period if additional time is needed to evaluate your performance or if circumstances warrant such extension. You will be notified in writing of any extension of your probationary period.

## **2.7. Privacy**

The Company is committed to protecting the privacy of employee personal information and complying with all applicable privacy laws and regulations.

Employee personal information maintained by the Company will be disclosed only on a need-to-know basis for legitimate business operations and as required by law. Personal information includes, but is not limited to, Social Security numbers, addresses, telephone numbers, dates of birth, financial information, and other personally identifiable information.

Healthcare-related information and medical records are maintained separately from general personnel files and are subject to additional privacy protections. Access to healthcare information is strictly limited to individuals who have a legitimate business need to access such information.

Workers' Compensation information is also maintained confidentially and is disclosed only on a need-to-know basis to individuals involved in processing claims, managing return-to-work programs, or otherwise requiring access for legitimate business purposes.

The Company complies with the Health Insurance Portability and Accountability Act (HIPAA) and applicable state privacy laws regarding the protection of protected health information (PHI). Protected health information is maintained confidentially and is disclosed only as permitted or required by law, and in accordance with the Company's HIPAA privacy policies and procedures.

Employees are expected to maintain the confidentiality of personal information belonging to coworkers, customers, and other individuals, and to report any suspected breaches of privacy to the Human Resources Department or appropriate management personnel.

## **2.8. Immigration Issues**

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), the Company is required to verify the identity and employment authorization of all individuals hired for employment in the United States.

All newly hired employees are required to complete Section 1 of the Employment Eligibility Verification Form (Form I-9) on or before the first day of employment. Employees must also present acceptable documentation establishing identity and employment authorization within three (3) business days of the date employment begins.

Employees who are rehired by the Company may be required to complete a new Form I-9 or to update or reverify their existing Form I-9, depending on the circumstances of their rehire and the status of their previous documentation.

The Company will not discriminate against any individual on the basis of national origin, citizenship status, or immigration status, except as required by law. Employees who have questions about their immigration status or employment authorization may direct such questions to the Human Resources Department without fear of retaliation or adverse employment action.

## **2.9. Political Neutrality**

The Company is committed to maintaining a work environment that respects the political views and activities of all employees. The Company will not discriminate against any employee on the basis of their political activity, political beliefs, or political affiliation, provided that such activity is conducted within the bounds of applicable law.

No employee will be subject to punitive action, retaliation, or adverse employment consequences for engaging in lawful political activities outside of the workplace and outside of

working hours. This includes activities such as voting, supporting candidates for public office, contributing to political campaigns, and participating in lawful political demonstrations or advocacy.

However, employees must clearly distinguish between their personal political views and activities, and those of the Company. Employees are prohibited from representing or implying that their personal political views, statements, or activities are those of the Company or are endorsed by the Company. When engaging in political activities, employees must make clear that they are acting in their individual capacity and not as representatives of the Company.

All employees are entitled to hold and express their personal political positions and beliefs. The Company respects the diversity of political viewpoints among its employees and expects all employees to treat one another with respect, regardless of political differences.

## **Section 3. Payroll Practices**

### **3.1. References & Records**

All personnel files, payroll records, and employment-related documentation are the exclusive property of the Company. The Company will cooperate with law enforcement agencies, government authorities, and legal processes as required by law, which may include providing access to or copies of personnel records.

Access to personnel files and payroll records is limited to authorized personnel who have a legitimate business need for such access. Employees may request to review their own personnel file by scheduling an appointment with the Human Resources Department. Review of personnel files must take place on Company premises and in the presence of a Human Resources representative.

When reviewing personnel files, employees may request copies only of documents that bear their own signatures. The Company is not obligated to provide copies of other documents contained in the personnel file unless required by applicable law.

Employees who believe that information contained in their personnel file is inaccurate, incomplete, or misleading may submit a written statement or comment to be included in the file. Such statements will be attached to the relevant document and will become a permanent part of the employee's personnel record.

It is the Company's policy to limit the information provided in response to employment verification requests or reference inquiries. Unless otherwise required by law or authorized in writing by the employee, the Company will only confirm the employee's dates of employment

and job title or position held. Information regarding an employee's compensation, salary, wages, or other financial information will only be disclosed with the express written authorization of the employee.

## **3.2. Payment Information**

### **Payment Schedule:**

Employees are paid according to the payment schedule described above. When a regularly scheduled payday falls on a weekend or Company-observed holiday, employees will generally receive payment on the business day immediately preceding the weekend or holiday.

Employees are responsible for reviewing their pay statements for accuracy and promptly reporting any discrepancies or errors to the Payroll Department or Human Resources. The Company will investigate and correct any verified payroll errors in a timely manner.

## **3.3. Overtime**

### **Applicable State for Overtime Laws:**

Non-exempt employees are entitled to receive overtime pay in accordance with the Fair Labor Standards Act (FLSA) and the laws of the state specified above. Generally, overtime pay is calculated at a rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. Some states may have additional overtime requirements, such as daily overtime, which will be applied as required by law.

All overtime work must be approved in advance by the employee's supervisor or manager. Non-exempt employees are prohibited from working overtime without prior authorization. Working unauthorized overtime may result in disciplinary action, up to and including termination of employment. However, employees will be compensated for all overtime hours actually worked, regardless of whether such overtime was authorized.

For purposes of calculating overtime, only actual hours worked are counted toward the overtime threshold. Paid time off, holidays, sick leave, and other forms of paid leave are generally not counted as hours worked for overtime calculation purposes unless otherwise required by applicable law.

## **3.4. Deductions**

The Company is required by law to make certain deductions from employee pay. These mandatory deductions include:

**Federal Income Tax Withholding:** The Company withholds federal income taxes from employee wages based on the information provided by each employee on IRS Form W-4, Employee's Withholding Certificate.

**State Income Tax Withholding:** For employees working in states that impose a state income tax, the Company withholds state income taxes in accordance with applicable state law and the employee's state withholding election form.

**Social Security Tax (OASDI):** The Company withholds Social Security taxes from employee wages at the rate established by federal law, up to the annual wage base limit.

**Medicare Tax:** The Company withholds Medicare taxes from employee wages at the rate established by federal law. There is no wage base limit for Medicare taxes.

**State Disability Insurance (SDI):** In states that require State Disability Insurance, the Company withholds SDI contributions from employee wages at the rate established by state law.

**Family Temporary Disability Insurance:** In states that require Family Temporary Disability Insurance or Paid Family Leave contributions, the Company withholds such contributions from employee wages at the rate established by state law.

**Court-Ordered Deductions:** The Company is legally required to comply with court orders requiring the withholding of wages for child support, spousal support, tax levies, creditor garnishments, or other legal obligations.

**Wage Garnishments:** When the Company receives a wage garnishment order, it will deduct the required amount from the employee's wages and remit such amount to the appropriate party as directed by the order.

Employees will receive a Form W-2, Wage and Tax Statement, at the end of each calendar year, summarizing their total wages, taxes withheld, and other required information.

### **3.5. Logistics**

All non-exempt employees are required to keep accurate and complete records of all time worked, including regular hours, overtime hours, and any other time for which compensation is due. Time records must accurately reflect all hours worked and must be submitted in accordance with company procedures and deadlines.

Falsifying, tampering with, or otherwise altering time records is strictly prohibited and constitutes grounds for immediate termination of employment. This prohibition applies to the falsification of your own time records as well as the time records of other employees.

The Company offers direct deposit of paychecks as a convenient payment option. Direct deposit allows employees to have their net pay deposited electronically into one or more bank accounts of their choosing. Direct deposit is the preferred method of payment, and employees are encouraged to enroll in direct deposit. Enrollment forms and instructions are available from the Payroll Department or Human Resources.

### **3.6. Breaks and Meals**

#### **Break and Meal Policy:**

The Company provides break and meal periods in accordance with the policy described above and in compliance with applicable federal and state laws. Employees are expected to take all required breaks and meal periods and to return to work promptly at the conclusion of such breaks.

### **3.7. Garnishment of Wages**

When the Company receives a valid court order or other legal process requiring the garnishment of an employee's wages, the Company is legally obligated to comply with such an order. Wage garnishments may be issued for various reasons, including but not limited to unpaid child support, spousal support or alimony, unpaid taxes, defaulted student loans, or judgments entered by a court in a civil lawsuit.

Upon receipt of a garnishment order, the Company will make the required deductions from the employee's wages and will remit the withheld amounts to the appropriate party or agency as directed by the order. The Company will continue to make garnishment deductions until the obligation is paid in full, the Company receives notice that the garnishment has been released or satisfied, or the Company receives further direction from the issuing court or agency.

Employees who have questions about wage garnishments or who wish to dispute a garnishment order should contact the issuing court or agency directly. The Company is not in a position to evaluate the validity of garnishment orders or to suspend garnishments without proper legal authorization.

## **Section 4. Employee Performance**

### **4.1. Performance Reviews**

#### **Performance Review Schedule:**

The Company conducts performance reviews according to the schedule described above. Performance reviews provide an opportunity for you and your supervisor to discuss your job

performance, accomplishments, strengths, and areas for improvement, as well as to establish goals and expectations for the future.

If you have questions or concerns about your job performance, your job responsibilities, or any feedback you have received, you are encouraged to discuss these matters with your supervisor at any time, rather than waiting for a scheduled performance review.

Performance reviews are intended to provide constructive feedback and to support your professional development. A positive performance review is recognition of your contributions and accomplishments, but it does not guarantee a pay increase, bonus, promotion, or continued employment. Compensation decisions are made based on a variety of factors, including but not limited to individual performance, company performance, market conditions, and budgetary constraints.

## **4.2. Pay Increases**

Pay increases, including merit increases, cost-of-living adjustments, and promotions, are entirely discretionary and are not guaranteed. The Company may, at its sole discretion, grant pay increases to employees based on factors such as individual performance, contribution to company goals, market competitiveness, company financial performance, and budgetary considerations.

Bonuses, incentive payments, and other forms of additional compensation are also entirely discretionary and are not guaranteed. The payment of a bonus or incentive in one period does not create an entitlement to or expectation of a bonus or incentive in any subsequent period.

## **4.3. Attendance**

### **Consecutive Absence Days for Voluntary Resignation:**

Punctuality and regular attendance are essential to the efficient operation of the company and are expected of all employees. Absenteeism and tardiness place a burden on coworkers, disrupt workflow, and negatively impact productivity and customer service.

If you are unable to report to work as scheduled or will be late arriving, you must notify your supervisor as soon as possible, but no later than your scheduled start time, unless emergency circumstances prevent such notification. When notifying your supervisor of an absence or late arrival, you should provide the reason for your absence and, if known, the expected duration of your absence.

Excessive absenteeism, patterns of absenteeism, or failure to follow proper notification procedures may result in disciplinary action, up to and including termination of employment.

An employee who fails to report to work for the number of consecutive scheduled workdays specified above without notifying their supervisor or the Company will be considered to have voluntarily resigned from employment. This policy applies regardless of the reason for the absence, unless the employee can demonstrate that emergency circumstances prevented notification and that the employee made reasonable efforts to contact the Company as soon as possible.

#### **4.4. Dress Code**

##### **Dress Code Policy:**

The Company has established dress code standards as described above to promote a professional work environment and to ensure the safety of employees. All employees are expected to comply with the dress code requirements applicable to their position and work environment.

Employees who report to work in attire that does not comply with the dress code may be sent home to change and may be required to use personal time or unpaid leave for the time away from work. Repeated violations of the dress code may result in disciplinary action.

Employees who require an accommodation to the dress code due to a disability, religious belief, or other protected characteristic should contact the Human Resources Department to discuss potential accommodations.

#### **4.5. Safety**

The Company is committed to maintaining a safe and healthy work environment for all employees. Safety is everyone's responsibility, and all employees are expected to actively promote safety awareness and to comply with all safety rules, procedures, and practices.

All employees are required to immediately report any accidents, injuries, illnesses, or potential safety hazards to their supervisor, the Human Resources Department, or the appropriate safety personnel. Prompt reporting allows the Company to investigate incidents, address hazards, and take corrective action to prevent future occurrences.

Employees should never assume that someone else has reported a safety concern. If you observe an unsafe condition or practice, report it immediately, even if you believe it may have already been reported.

The Company will not retaliate against any employee who reports a safety concern in good faith. Employees are encouraged to raise safety concerns without fear of reprisal.

## **Section 5. Standards of Conduct**

### **5.1. Equal Employment Opportunity**

The Company is committed to providing equal employment opportunities to all employees and applicants for employment without regard to any characteristic protected by applicable federal, state, or local law. The Company prohibits discrimination and harassment based on the following protected characteristics:

- (a) Race and color.
- (b) Gender, sex, and gender identity.
- (c) National origin and ancestry.
- (d) Religion and creed.
- (e) Sexual orientation.
- (f) Age (40 and over).
- (g) Genetic information.
- (h) Marital status and familial status.
- (i) Pregnancy, childbirth, and related medical conditions.
- (j) Military and veteran status.
- (k) Disability, whether physical or mental.
- (l) Any other characteristic protected by applicable law.

This policy of equal employment opportunity applies to all aspects of the employment relationship, including but not limited to:

- (a) Applications and Recruiting.
- (b) Hiring and onboarding.
- (c) Training and professional development.
- (d) Compensation, wages, and benefits.
- (e) Promotion and advancement opportunities.
- (f) Job assignments and placement.
- (g) Working conditions and work environment.
- (h) Performance evaluations and feedback.
- (i) Discipline and corrective action.
- (j) Terminations and layoffs.
- (k) Leaves of absence and return to work.

The Company will provide reasonable accommodations to qualified individuals with disabilities and to employees with sincerely held religious beliefs, unless doing so would cause an undue hardship to the Company. Employees who require an accommodation should contact the Human Resources Department to initiate the interactive process.

The Company will promptly and thoroughly investigate any report of discrimination, harassment, or retaliation. Employees who are found to have engaged in conduct that violates this policy will be subject to disciplinary action, up to and including termination of employment.

No employee will be retaliated against for making a good-faith complaint of discrimination or harassment, for participating in an investigation of such a complaint, or for opposing conduct that the employee reasonably believes to be discriminatory or harassing.

## **5.2. Discipline for Infractions**

The Company reserves the right, at its sole discretion, to impose disciplinary action for violations of Company policies, standards of conduct, or performance expectations. Disciplinary action may include, but is not limited to:

- (a) Verbal warnings and counseling.
- (b) Written warnings and documentation.
- (c) Paid or unpaid administrative leave.
- (d) Demotion or reduction in pay.
- (e) Reassignment or transfer.
- (f) Termination of employment.

The Company is not obligated to follow any particular sequence of disciplinary steps and may impose any level of discipline that it deems appropriate under the circumstances, up to and including immediate termination of employment. The nature and severity of the disciplinary action will depend on factors such as the nature and severity of the offense, the employee's disciplinary history, and the impact of the conduct on the Company and its operations.

The following is a non-exhaustive list of conduct that is unacceptable and may result in disciplinary action, up to and including immediate termination:

- (a) Unsatisfactory job performance or failure to meet performance standards.
- (b) Threatening, attempting, or engaging in violence against any person on Company premises or in connection with Company business.
- (c) Disorderly conduct, fighting, or engaging in conduct that disrupts the work environment.
- (d) Fraud, dishonesty, falsification of records, or deception.
- (e) Theft, misappropriation, or unauthorized possession of company property or the property of others.
- (f) Possession, use, sale, distribution, or being under the influence of illegal drugs or controlled substances on Company premises or during work hours.
- (g) Possession of weapons, firearms, or explosives on company premises, except as permitted by law.
- (h) Failure to comply with company policies, procedures, rules, or instructions.

- (i) Excessive tardiness, absenteeism, or failure to follow attendance reporting procedures.
- (j) Sexual harassment, harassment, discrimination, or retaliation against any person.
- (k) Misusing, disclosing, or failing to protect Confidential Information.
- (l) Insubordination or refusal to follow reasonable instructions from supervisors.
- (m) Any other conduct that the Company determines to be detrimental to its interests or operations.

### **5.3. Anti-Harassment and Discrimination**

The Company is committed to maintaining a work environment that is free from harassment and discrimination. Harassment and discrimination based on any protected characteristic are strictly prohibited and will not be tolerated.

Harassment is defined as unwelcome conduct based on a protected characteristic that:

- (a) Is made an explicit or implicit condition of employment or continued employment.
- (b) Is used as a basis for employment decisions affecting the individual.
- (c) Has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Examples of conduct that may constitute harassment include, but are not limited to:

- (a) Offensive speech, comments, jokes, or remarks based on a protected characteristic.
- (b) Displaying or distributing offensive pictures, posters, cartoons, drawings, or other visual materials.
- (c) Offensive or inappropriate gestures or physical conduct.
- (d) Unwelcome physical contact or touching.
- (e) Racial slurs, epithets, or derogatory remarks.
- (f) Stereotyping or making assumptions based on protected characteristics.
- (g) Bullying, intimidation, or threatening behavior.
- (h) Any other conduct that demeans, insults, or shows hostility toward an individual based on a protected characteristic.

Harassment can occur in person, over the telephone, through written communications, through electronic communications, including email and social media, or through any other means of interaction. Harassment can occur between individuals of the same or different genders, and between individuals at any level of the organization.

All employees are expected to treat one another with dignity and respect, and to refrain from any conduct that could be perceived as harassing or discriminatory.

## **5.4. How to Make a Complaint**

Any employee who believes they have been subjected to harassment, discrimination, retaliation, or any other violation of Company policy is strongly encouraged to report the matter promptly. Reports may be made to your immediate supervisor, any member of management, or the Human Resources Department.

If you are uncomfortable reporting to your immediate supervisor, or if your supervisor is the person engaging in the objectionable conduct, you should report to a higher level of management or directly to Human Resources. The Company encourages employees to come forward with complaints and will treat all complaints seriously.

Upon receipt of a complaint, the Company will conduct a prompt, thorough, and impartial investigation. The investigation may include interviews with the complainant, the accused, and any witnesses who may have relevant information. The Company will maintain confidentiality to the extent possible, consistent with the need to conduct an effective investigation and to take appropriate corrective action.

Based on the findings of the investigation, the Company will take appropriate action, which may include disciplinary measures up to and including termination of employment. In cases involving potential criminal conduct, the Company may also report the matter to law enforcement authorities.

If an employee believes that the Company's response to their complaint has been inadequate or that the situation has not been resolved, the employee may escalate the matter to higher levels of management or may choose to involve external law enforcement agencies or regulatory bodies.

## **5.5. Substance Abuse**

### **Drug Testing Policy:**

The Company is committed to maintaining a safe, healthy, and productive work environment that is free from the effects of alcohol, illegal drugs, and controlled substances. The use, possession, sale, distribution, or being under the influence of alcohol, illegal drugs, or controlled substances on Company premises, during working hours, or while conducting Company business is strictly prohibited.

The Company has implemented a drug testing policy as described above. Employees may be subject to drug testing in accordance with this policy and applicable law.

Notwithstanding the foregoing, moderate consumption of alcohol may be permitted at Company-authorized social functions, business events, or other occasions where alcohol is

provided by the Company. Even in such circumstances, employees are expected to consume alcohol responsibly and to conduct themselves in a professional manner. Employees must not drive or operate machinery if their ability to do so safely is impaired by alcohol consumption.

Employees who have a substance abuse problem are encouraged to seek treatment. The Company may, at its discretion, grant time off for employees to participate in treatment or rehabilitation programs. Participation in a treatment program does not excuse violations of Company policy or unsatisfactory job performance, and employees remain subject to disciplinary action for policy violations or performance deficiencies.

## **5.6. No Expectation of Privacy**

Employees should have no expectation of privacy with respect to any Company property, including, but not limited to, offices, work areas, desks, file cabinets, lockers, computers, electronic devices, email systems, voicemail systems, and vehicles owned or leased by the Company.

The Company reserves the right to inspect, search, or monitor any Company property at any time, with or without notice, and with or without cause. This includes the right to access and review the contents of employee desks, file cabinets, lockers, and other storage areas; to access and review files, documents, and data stored on Company computers and electronic devices; and to access, review, and monitor employee email, voicemail, and other electronic communications.

Employees may be required to submit to searches of their person, personal belongings, vehicles, and other property when entering or exiting Company premises or at other times determined by the Company. Refusal to submit to a search may be grounds for disciplinary action, up to and including termination of employment.

The Company's right to inspect, search, and monitor applies regardless of whether Company property is located on Company premises or elsewhere, and regardless of whether the property is being used for business purposes or personal purposes.

## **Section 6. Hardware & Internet Policies**

### **6.1. Computer, Internet, and Email Use**

For the purposes of this policy, "e-correspondence" includes all forms of electronic communication, including but not limited to SMS and text messages, email, digital media, voicemail, instant messaging, telephones, computers, the Internet, mobile devices, and any other electronic means of communication.

The Company provides computers, email systems, Internet access, telephones, and other electronic communication tools to employees for use in conducting Company business. These tools are Company property and are to be used primarily for business purposes.

The following rules apply to the use of company computers, internet, email, and other electronic communication systems:

**Prohibited Activities:**

- (a) Installing personal software on company computers without prior written authorization.
- (b) Engaging in any activity that infringes on the intellectual property rights of others, including copyright, trademark, or patent infringement.
- (c) Transmitting or storing any content that is libelous, slanderous, or defamatory, or that violates the rights of others.
- (d) Misappropriating or disclosing trade secrets or confidential information.
- (e) Engaging in any illegal activity or using company systems to facilitate illegal activity.
- (f) Transmitting or displaying harassing, obscene, discriminatory, or offensive content.
- (g) Accessing, downloading, or distributing pornographic or sexually explicit material.

**Accessibility and Use:**

- (a) Employees are responsible for ensuring that their use of Company systems complies with applicable accessibility requirements.
- (b) Employees should not claim ownership of any e-correspondence created using company systems.
- (c) Passwords used to access Company systems are Company property and must be disclosed to the Company upon request.
- (d) Employees should not use encryption or anonymous communication methods without prior authorization.
- (e) Employees should not access the e-correspondence or accounts of other employees without authorization.

**Monitoring:** The Company reserves the right to monitor, access, review, and disclose all e-correspondence and data stored on or transmitted through Company systems at any time, with or without notice. Employees should have no expectation of privacy with respect to any e-correspondence or data stored on Company systems.

**Proper Use:**

- (a) Company electronic devices and systems are to be used primarily for Company-related business.

- (b) Prior written approval is required before transmitting Company information through electronic media external to the Company.
- (c) Employees should exercise good judgment and professionalism in all electronic communications.

## **6.2. Social Media Policy**

For the purposes of this policy, "social media" refers to any mobile or web-based application that allows users to create, share, and exchange user-generated content. Social media platforms include, but are not limited to:

- (a) Blogs and microblogs.
- (b) Online communities and discussion forums.
- (c) Review sites and rating platforms.
- (d) TikTok, Twitter/X, Facebook, Instagram, LinkedIn, Snapchat, YouTube, Google+, Pinterest, Reddit, and similar platforms.
- (e) Any other platform that allows user-generated content.

When using social media, whether for personal or business purposes, employees are expected to:

### **Maintain Professional Conduct:**

- (a) Conduct themselves professionally and in a manner consistent with Company values.
- (b) Be respectful of others' perspectives, opinions, and viewpoints.
- (c) Respond to customer feedback with courtesy, professionalism, and a focus on resolution.
- (d) Use social media for business purposes only during work hours, unless authorized otherwise.

### **Avoid Prohibited Content:**

- (a) Do not post content that is harassing, threatening, discriminatory, or offensive.
- (b) Do not post content that is dishonest, misleading, or deceptive.
- (c) Do not post content that violates the privacy or confidentiality rights of others.
- (d) Do not disclose confidential information about the company, its clients, suppliers, or employees.

### **Respect Intellectual Property:**

- (a) Obtain prior permission before posting third-party content.
- (b) Respect copyrights, trademarks, and other intellectual property rights.
- (c) Do not use company logos, trademarks, or branding without authorization.

**Ownership of Contacts:** Social media contacts, connections, and followers obtained through the use of Company e-correspondence or in the course of performing job duties are the property of the Company.

The Company reserves the right to monitor employees' use of social media and to take disciplinary action for violations of this policy.

### **6.3. Handheld Electronics**

Personal cell phone use during work hours can be disruptive to productivity and is discouraged, except during authorized break periods. When personal cell phone use is necessary, employees should:

- (a) Conduct conversations outside of work areas and common areas.
- (b) Keep cell phones on silent or vibrate mode.
- (c) Limit personal calls to break periods whenever possible.

Excessive personal cell phone use may result in the loss of cell phone privileges in the workplace and may lead to disciplinary action.

Certain positions may be provided with a company cell phone or may receive a cell phone allowance. Employees who are provided with company cell phones or who receive a cell phone allowance are expected to:

- (a) Comply with all company policies regarding the use of electronic devices.
- (b) Maintain confidentiality when conducting business calls in public places.
- (c) Keep cell phones on silent or vibrate mode, or turn them off, during meetings.
- (d) Use company cell phones primarily for business purposes.

## **Section 7. Employee Benefits & Services**

### **7.1. General**

#### **Benefits-Eligible Employees:**

The company provides a comprehensive benefits program for eligible employees, as described above. These benefits are provided in addition to the benefits required by federal and state law, such as Social Security, Medicare, workers' compensation, and unemployment insurance.

The Company reserves the right to add, modify, or discontinue any employee benefit at any time at its sole discretion, subject to any applicable legal requirements. Changes to benefits will be communicated to employees in a timely manner.

For detailed information about specific benefits, eligibility requirements, coverage levels, and enrollment procedures, employees should contact the Human Resources Department or the Benefits Administrator.

## **7.2. Group Health Insurance**

### **Group Health Insurance Provider:**

The Company offers group health insurance coverage through the provider specified above for eligible employees. For detailed information about coverage options, eligibility requirements, premium costs, and enrollment procedures, employees should refer to the benefits booklet provided by the insurance carrier or contact the Human Resources Department.

### **COBRA Notice:**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides eligible employees and their dependents with the right to continue group health insurance coverage under certain circumstances when coverage would otherwise be lost. COBRA continuation coverage may be available when:

- (a) Employment is terminated (for reasons other than gross misconduct).
- (b) Work hours are reduced, resulting in a loss of benefits eligibility.
- (c) The covered employee dies.
- (d) The covered employee becomes entitled to Medicare.
- (e) A spouse or dependent child loses dependent status under the plan.
- (f) Divorce or legal separation occurs.
- (g) The employer files for bankruptcy.

Eligible individuals who experience a qualifying event will receive detailed information about their COBRA rights and the procedures for electing continuation coverage. COBRA coverage is provided at the individual's expense, and premiums may be higher than the employee contribution required for active employees.

## **7.3. Group Life Insurance**

### **Group Life Insurance Provider:**

The Company offers group life insurance coverage through the provider specified above for eligible employees. Group life insurance coverage typically includes basic life insurance and may include accidental death and dismemberment (AD&D) coverage.

For detailed information about coverage amounts, beneficiary designations, and additional voluntary coverage options, employees should refer to the benefits handbook or contact the Human Resources Department.

## **7.4. Unemployment Insurance**

The Company pays federal and state unemployment taxes to provide unemployment insurance benefits for employees who become unemployed through no fault of their own. Unemployment insurance is administered by state agencies, which determine eligibility for benefits, the amount of benefits, and the duration of benefits.

Employees who are separated from employment should contact their state unemployment insurance agency for information about filing a claim and eligibility requirements.

## **7.5. Profit-Sharing Plan**

The Company may offer a profit-sharing plan for eligible employees. Profit-sharing plans allow the Company to share a portion of its profits with employees, typically through contributions to employee retirement accounts.

For information about the profit-sharing plan, eligibility requirements, contribution levels, and vesting schedules, employees should contact the Benefits Administrator.

## **7.6. Flexible Spending Account (FSA)**

The Company offers a Flexible Spending Account (FSA) program under Section 125 of the Internal Revenue Code. FSAs allow eligible employees to set aside pre-tax dollars to pay for certain eligible expenses, thereby reducing taxable income.

FSA funds may be used for:

- (a) Health insurance premium contributions.
- (b) Eligible medical, dental, and vision expenses not covered by insurance.
- (c) Eligible dependent care expenses, such as daycare and after-school care.

It is important to understand that FSA funds are subject to a "use-it-or-lose-it" rule. Any amounts remaining in an FSA account at the end of the plan year (or applicable grace period) that exceed the allowable carryover amount, if any, will be forfeited. Employees should carefully estimate their annual eligible expenses when making FSA contribution elections.

For more information about FSA options, eligible expenses, and contribution limits, employees should contact the Human Resources Department.

## **7.7. 401(k) Plan**

The Company offers a 401(k) retirement savings plan that allows eligible employees to save for retirement through pre-tax or after-tax (Roth) payroll deductions. Contributions to a 401(k) plan grow tax-deferred until withdrawn in retirement.

For information about the 401(k) plan, eligibility requirements, contribution limits, investment options, and any employer matching contributions, employees should contact the Benefits Administrator.

## **7.8. Social Security Benefits (FICA)**

Both the Company and employees are required to contribute to the Social Security program through the Federal Insurance Contributions Act (FICA) taxes. Social Security provides retirement benefits, disability benefits, and survivor benefits to eligible individuals.

Employees who work and pay Social Security taxes earn credits toward future Social Security benefits. At retirement age, eligible individuals may receive monthly retirement benefit payments. Medicare coverage, which provides health insurance for individuals aged 65 and older, is also funded through FICA taxes.

For information about Social Security benefits, employees should contact the Social Security Administration.

## **7.9. Commuter Benefits**

The Company may offer commuter benefits to eligible employees ( ) to assist with the cost of traveling to and from work. Such benefits may include . Contribution limits are .

Employees may contact for additional details regarding enrollment and participation.

## **7.10. Workers' Compensation**

### **Workers' Compensation Coverage Details:**

The Company provides workers' compensation insurance coverage for employees who suffer work-related injuries or illnesses. Workers' compensation provides medical benefits, wage replacement benefits, and other benefits to employees who are injured or become ill as a result of their employment.

Employees who suffer a work-related injury or illness must report the injury or illness to their supervisor and the Human Resources Department immediately. Prompt reporting is essential to ensure that employees receive appropriate medical care and that claims are processed efficiently.

## **Section 8. Employee Time Off & Leaves of Absence**

### **8.1. General**

#### **Advance Notice Required for Planned Leave:**

Regular and reliable attendance is essential to the Company's operations and to the success of each employee. The Company recognizes, however, that employees may need to take time off from work for various reasons, including personal illness, family responsibilities, and other personal needs.

The Company offers several types of leave to eligible employees, some of which are governed by federal or state law, and others of which are provided at the Company's discretion. All leave requests, whether for planned or unplanned absences, must be approved by management.

For planned absences, employees must submit a leave request to their supervisor at least the number of days in advance specified above. For emergency or unplanned absences, employees must notify their supervisor as soon as they become aware of the need for leave.

Accepting alternate employment or engaging in activities inconsistent with the stated reason for leave, while on an approved leave of absence, may be considered evidence of voluntary resignation from employment.

The Company will engage in an interactive process with employees who request leave as an accommodation for a disability to determine whether leave is an appropriate accommodation and, if so, the appropriate duration and terms of such leave.

#### **Medical Certification Requirements:**

For certain types of leave, including family and medical leave, the Company may require employees to provide medical certification to support the need for leave. Medical certification must generally be provided within fifteen (15) days of the Company's request.

For leave due to the employee's own serious health condition, medical certification must include:

- (a) The date the serious health condition began.
- (b) The probable duration of the condition.
- (c) A statement that the employee is unable to perform the essential functions of their position.

For leave to care for a family member with a serious health condition, medical certification must include:

- (a) Verification that the family member has a serious health condition.
- (b) The date the serious health condition began.
- (c) The probable duration of the condition.
- (d) An estimate of the amount of time the employee needs to provide care.
- (e) A statement that the condition warrants the employee's participation in providing care.

The Company may contact the healthcare provider to clarify or authenticate the medical certification. Employees may also be required to provide a fitness-for-duty certification before returning to work from a medical leave.

Upon return from an approved leave of absence, the Company will make reasonable efforts to reinstate the employee to their original position or to an equivalent position with equivalent pay, benefits, and other terms of employment. However, reinstatement is not guaranteed, and certain employees designated as "key employees" may not be eligible for reinstatement if reinstatement would cause substantial and grievous economic injury to the Company.

Failure to return to work at the end of an approved leave of absence, or failure to request and receive approval for an extension of leave before the approved leave period expires, will be considered a voluntary resignation from employment.

## **8.2. Paid Time Off (PTO) Days**

### **Annual PTO Days:**

### **Maximum PTO Accrual:**

### **PTO Notice Requirement:**

Eligible employees accrue Paid Time Off (PTO) as specified above. PTO may be used for vacation, personal time, illness, or any other purpose.

PTO is calculated based on the employee's base rate of pay and the number of hours worked. Part-time employees accrue PTO on a prorated basis based on the number of hours worked.

Employees may accrue PTO up to the maximum accrual limit specified above. Once an employee reaches the maximum accrual limit, no additional PTO will accrue until the employee uses some of their accrued PTO and their balance falls below the maximum.

Unused PTO may be carried over from one calendar year to the next, subject to the maximum accrual limit. However, employees are encouraged to use their PTO throughout the year to maintain work-life balance and to avoid losing accrual due to reaching the maximum limit.

### **8.3. Observed Holidays**

#### **Observed Holidays:**

The Company observes the following paid holidays for eligible employees. If the list above differs from the standard list below, the list above shall control.

- (a) New Year's Day (January 1).
- (b) Martin Luther King Jr. Day (Third Monday in January).
- (c) Presidents' Day (Third Monday in February).
- (d) Memorial Day (Last Monday in May).
- (e) Independence Day (July 4).
- (f) Labor Day (First Monday in September).
- (g) Columbus Day (Second Monday in October).
- (h) Veterans Day (November 11).
- (i) Thanksgiving Day (Fourth Thursday in November).
- (j) Day After Thanksgiving (Fourth Friday in November).
- (k) Christmas Eve (December 24).
- (l) Christmas Day (December 25).
- (m) New Year's Eve (December 31).
- (n) Floating Holiday (to be designated by the employee).

Employees may designate a floating holiday to be taken at a time of their choosing, subject to management approval.

Holiday pay is calculated based on the employee's regular base rate of pay. Part-time employees receive holiday pay on a prorated basis based on their regularly scheduled hours.

When a non-exempt employee is required to work on a company-observed holiday, the employee will receive their regular holiday pay plus straight-time pay for all hours actually worked on the holiday.

### **8.4. Family and Medical Leave**

The Company provides family and medical leave in accordance with the Family and Medical Leave Act (FMLA) and applicable state laws.

#### **Eligibility:**

To be eligible for FMLA leave, an employee must:

- (a) Have been employed by the Company for at least twelve (12) months (not necessarily consecutive).

- (b) Have worked at least 1,250 hours during the twelve (12) month period immediately preceding the start of the leave.
- (c) Work at a location where the Company employs at least fifty (50) employees within a 75-mile radius.

**Leave Entitlement:**

Eligible employees may take up to twelve (12) workweeks of unpaid, job-protected leave during a twelve (12)-month period for one or more of the following reasons:

- (a) The employee's own serious health condition that makes the employee unable to perform the essential functions of their job.
- (b) The birth of a child and bonding with the newborn child. Leave must be taken within twelve (12) months of the birth.
- (c) The placement of a child with the employee for adoption or foster care, and to bond with the newly placed child (leave must be taken within twelve (12) months of the placement).
- (d) To care for an immediate family member (spouse, domestic partner, child, or parent) with a serious health condition.
- (e) For qualifying exigencies arising from the foreign deployment of the employee's spouse, child, or parent who is a member of the Armed Forces.
- (f) To care for a covered service member with a serious injury or illness (up to twenty-six (26) workweeks in a single twelve (12)-month period).

**Definitions:**

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider.

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness.

A "serious injury or illness" for a covered servicemember is an injury or illness incurred by the servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of their office, grade, rank, or rating.

**Notice:**

Employees must provide at least thirty (30) days' advance notice of the need for foreseeable FMLA leave. If thirty (30) days' notice is not possible, notice must be provided as soon as practicable.

All FMLA leave counts against the employee's total FMLA entitlement for the twelve (12)-month period.

## **8.5. Pregnancy-Disability Leave**

The Company provides paid leave for employees who are disabled due to pregnancy, childbirth, or a related medical condition. Eligible employees may take up to four (4) months of pregnancy-disability leave per pregnancy.

Pregnancy-disability leave may be used for:

- (a) Prenatal care and medical appointments.
- (b) Severe morning sickness or other pregnancy-related complications.
- (c) Doctor-ordered bed rest.
- (d) Childbirth and recovery.
- (e) Any other pregnancy-related disability.

Pregnancy-disability leave is treated separately from any state family leave entitlement for bonding with a new child. However, the first twelve (12) weeks of pregnancy-disability leave may run concurrently with FMLA leave if the employee is eligible for FMLA leave.

Employees must provide reasonable advance notice of the need for pregnancy-disability leave and must provide medical certification from a healthcare provider supporting the need for leave.

Upon return from pregnancy-disability leave, employees will be reinstated to their former position or, if that position is no longer available, to a comparable position.

Employees who are able to work but who require accommodations due to pregnancy may request a transfer to a less strenuous or hazardous position or duties. The Company will provide reasonable accommodations for pregnancy-related limitations to the extent required by law.

The Company will provide reasonable break time and a private location for employees who need to express breast milk for a nursing child, in accordance with applicable law.

State-specific pregnancy leave and accommodation laws may provide additional rights and protections. Employees should contact the Human Resources Department for information about applicable state laws.

## **8.6. Workers' Compensation Leave**

Employees who are unable to work due to a work-related injury or illness may be eligible for workers' compensation leave. Workers' compensation leave is unpaid, but employees may be entitled to wage replacement benefits through the workers' compensation insurance program.

The first twelve (12) weeks of workers' compensation leave may run concurrently with FMLA leave if the employee is eligible for FMLA leave.

## **8.7. Military Leave**

### **Applicable State for Military Leave Laws:**

The Company provides military leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

Employees who are members of the uniformed services are entitled to take leave from work to perform military service and to be reemployed upon their return from service. The uniformed services include:

- (a) The Armed Forces of the United States (Army, Navy, Marine Corps, Air Force, Space Force, Coast Guard).
- (b) The National Guard.
- (c) The Commissioned Corps of the Public Health Service.
- (d) State military forces.
- (e) Reserve components of the Armed Forces.

Employees are also entitled to leave for military fitness examinations.

Employees should provide advance notice of the need for military leave to the extent possible and consistent with military necessity.

Health insurance coverage may be continued during military leave at the employee's expense for up to twenty-four (24) months or for the period of military service, whichever is shorter.

## **8.8. Military Family Leave**

Employees who are the spouse or domestic partner of a military service member may be entitled to up to ten (10) days of unpaid leave during a qualified leave period when the service member is on leave from deployment.

To be eligible for military family leave, an employee must:

- (a) Work an average of twenty (20) or more hours per week.
- (b) Be the spouse or registered domestic partner of a servicemember who is deployed to a combat zone or is a member of the National Guard or Reserves and is deployed during a period of military conflict.

Employees must provide notice to the Company within two (2) business days of receiving official notice that the service member will be on leave. The Company may require documentation certifying that the service member will be on leave during the requested leave period.

## **8.9. Bereavement Leave**

### **Bereavement Leave Days:**

The Company provides paid bereavement leave to eligible employees who experience the death of an immediate family member. Eligible employees may take the number of paid bereavement leave days specified above at their regular rate of pay to attend to family affairs, attend funeral services, and grieve the loss of their family member.

For the purposes of this policy, "immediate family" includes the following individuals:

- (a) Father and mother (including stepparents).
- (b) Brother and sister (including step-siblings).
- (c) Spouse and domestic partner.
- (d) Child (including stepchildren).
- (e) Mother-in-law and father-in-law.
- (f) Grandparents.
- (g) Grandchildren.

Employees who need additional time off beyond the allotted bereavement leave may request to use PTO or unpaid leave, subject to management approval.

## **8.10. Jury Duty**

### **Paid Jury Duty Days:**

The Company recognizes jury duty as a civic obligation and responsibility. Employees who are summoned to serve on a jury will be granted leave from work to fulfill this obligation.

Eligible employees will receive paid jury duty leave at their regular rate of pay for the number of days specified above. Employees who serve on a jury for longer than the paid leave period may use PTO or request unpaid leave for the additional time.

Employees who receive a jury summons must bring the summons to their supervisor or the Human Resources Department as soon as possible, so that arrangements can be made to cover their work responsibilities.

On days when an employee is not required to report to court for jury duty, or when the employee is released from jury duty early, the employee is expected to report to work if feasible.

## **Section 9. Acknowledgment of Receipt of Employee Handbook and At-Will Employment Agreement**

I, \_\_\_\_\_, acknowledge that I have received a copy of the Employee Handbook of \_\_\_\_\_.

I understand that it is my responsibility to read and familiarize myself with the policies, procedures, and expectations set forth in this handbook. I agree to comply with all policies and procedures contained in this handbook and any amendments or revisions that may be issued from time to time.

I understand that this Employee Handbook is intended to provide me with general guidance regarding the Company's policies and expectations. I understand that this Handbook is not a contract of employment, either express or implied, and does not guarantee employment for any specific duration.

I understand and acknowledge that my employment with the Company is "at-will." This means that either I or the Company may terminate the employment relationship at any time, for any reason or for no reason, with or without cause, and with or without notice.

I understand that the Company reserves the right to modify my position, duties, or responsibilities, or to impose discipline, at any time and for any reason.

I understand that the at-will nature of my employment may only be modified through a specific written agreement that is signed by both me and an authorized representative of the Company (specifically, the Chief Executive Officer or President) and that expressly states an intention to modify the at-will employment relationship.

I understand that this Acknowledgment, together with the Employee Handbook, constitutes the entire agreement between me and the Company regarding the terms and conditions of my employment and supersedes any prior agreements, representations, or understandings, whether written or oral.

I understand that the Company may change, revise, or eliminate any of the policies, procedures, or benefits described in this handbook at any time, with or without notice, except that the at-will nature of my employment may only be modified as specifically described above.

**Employee Full Name:**

**Employee Signature:**

**Title:**

**Date:**

*This Employee Handbook is provided for informational purposes and is intended to serve as a general guide. This handbook does not create any contractual rights or obligations. Employment with the Company is at-will, and either the employee or the Company may terminate the employment relationship at any time, for any reason, with or without cause or notice.*