

# -EMPLOYEE HANDBOOK-

**Effective: January 2020** 

# TABLE OF CONTENTS

EMPLOYER	E ACKN	NOWLEDGEMENT OF HANDBOOK RECEIPT AND REVIEW	4	
Section I	INT	INTRODUCTION		
	1.1	Administration of Handbook Policies	5	
	1.2	Company Administrator	5	
	1.3	Purpose and Objectives of Handbook Policies	5	
	1.4	Policy Changes and Amendments	6	
	1.5	Employment-At-Will	6	
Section II	FAII	R EMPLOYMENT PRACTICES		
	2.1	Equal Employment Opportunity Policy Statement	7	
	2.2	Anti-Harassment Policy	7	
	2.3	Massachusetts Domestic Violence or Abuse Policy	8	
	2.4	Disability Accommodation	8	
	2.5	Pregnancy & Lactation	9	
	2.6	Religious Accommodation Policy	9	
Section III	HIR	ING		
	3.1	Date of Hire & Length of Service Credit	10	
	3.2	Introductory Period	10	
	3.3	Employment Position Classifications	10	
	3.4	Job Description	11	
	3.5	Personal & Emergency Information	11	
Section IV	GEN	NERAL EMPLOYMENT CONDITIONS		
	4.1	Hours of Work	12	

	4.2	Confidential Nature of Work & Non-Disclosure Agreement	13
	4.3	Use of Company's Name and Likeness	14
	4.4	Work Product Ownership	14
	4.5	Performance Evaluations	15
	4.6	Solicitation	15
	4.7	Company's Right to Search	15
	4.8	Personal Property	15
Section V	EMP	PLOYEE CONDUCT	
	5.1	Recording of Time	16
	5.2	Dependability, Attendance & Punctuality	16
	5.3	Dress Code	17
	5.4	Conflict of Interest	18
	5.5	Violence in the Workplace	18
	5.6	Safety & On the Job Injury	20
Section VI	COM	<b>IPENSATION</b>	
	6.1	Pay Periods	22
	6.2	Wages & Wage Increases	22
	6.3	Payroll	22
	6.4	Employee Reimbursement	23
	6.5	Time Punches	23
Section VII	EMP	PLOYEE BENEFITS	
	7.1	Disclaimer	24
	7.2	IRA/401K	24
	7.3	Workers' Compensation	24

	7.4	Health Insurance	24			
	7.5	Supplemental Insurance	25			
	7.6	COBRA	25			
Section VIII	DRUG	G & ALCOHOL POLICIES				
	8.1	Smoking	26			
	8.2	Drug & Alcohol-Free Workplace	26			
	8.3	Drug Testing	26			
Section IX	TECHNOLOGY & COMPUTER SYSTEMS POLICIES					
	9.1	Use of Technology & Computer Systems Policy	28			
	9.2	Electronic Communication Policy	28			
	9.3	Internet Policy	29			
	9.4	Social Media Policy	29			
	9.5	Telephone & Voicemail Policy	30			
	9.6	Bring Your Own Device Policy	31			
	9.7	General Considerations	32			
Section X	TIM	E OFF & LEAVES OF ABSENCE				
	10.1	Paid Time Off ("PTO")	33			
	10.2	Personal Time	34			
	10.3	Holidays	35			
	10.4	Religious Observances	35			
	10.5	Voting	35			
	10.6	Jury Duty	35			

	10.7	Military Leave	35		
	10.8	Lactation/Breastfeeding	36		
	10.9	Leave Under the Family Medical Leave Act (FMLA)	36		
Section XI	DISCIPLINE POLICY				
	11.1	Discipline Authority	44		
	11.2	Offenses	44		
	11.3	Progressive Discipline	45		
Section XII	SEPA	ARATION FROM EMPLOYMENT			
	12.1	Voluntary Separation	46		
	12.2	Termination	46		
	12.3	Employment References	46		
Section XIII	APPI	ENDIX			
	13.1	Attendance Policy Point System Amendment	47		

#### EMPLOYEE ACKNOWLEDGEMENT OF HANDBOOK RECEIPT AND REVIEW

I hereby acknowledge that I have received a copy of, read and understand CONNECT LOGISTICS INC.'s (the "Company") Employee Handbook (the "Handbook"). I agree to follow the provisions of this Handbook. This Handbook supersedes all previous policies, communications and/or representations. I understand and agree that the Company may delete, add, or modify any terms in this Handbook at any time with or without notice to me.

I understand it is my responsibility to ask the Company's Administrator for clarification of any policy that I do not understand. I agree to comply with the rules and regulations of the Company and any other rules or standards which are adopted by the Company. I understand that this Handbook is not intended to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if I have any questions concerning a particular situation or the applicability of a policy or practice, I will address my specific questions to the Administrator.

I understand that my employment is "at-will," meaning it can be terminated with or without cause and with or without notice, at any time at the option of either the Company or myself. I further understand that no individual employee, member, officer, manager, supervisor, or representative of the Company has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing. Only a written contract setting forth a definite period of employment, signed by the lawful representative of the Company, can alter the at-will nature of my employment.

This Handbook is not an employment contract, express or implied. If applicable, any and all terms of a written employment agreement supersede any conflict terms in this Handbook.

Unless it is strictly prohibited by law, I knowingly, voluntarily and willingly agree to submit any and all employment-related claims, either asserted or unasserted, disputes and/or controversies arising out of or relating to my application or candidacy for employment, employment and/or cessation of employment with the Company to final and binding arbitration through and pursuant to the rules of the provisions of this Handbook, the American Arbitration Association, and in accordance with the Federal Arbitration Act, and waive the right to submit such claims to a court of law. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the amendments of the Civil Rights Act of 1991, the Americans with Disabilities Act, the law of contract and the law of tort.

Finally, some of the subjects described herein may be covered in detail in separate official policy documents. I understand I should refer to these documents for specific information, since this Handbook only briefly summarizes those subjects.

EMPLOYEE SIGNATURE	DATE
PRINT NAME	

Employees are to review the Handbook, sign and return the Acknowledgment page within five (5) days of receipt or commencing employment. Please keep a signed copy of this Handbook with Acknowledgement for your records. The original will be maintained in your personnel file.

A digital file of this handbook can be found online at www.connectlgx.com

# SECTION I INTRODUCTION

#### 1.1 Administration of Handbook Policies

This Employee Handbook ("Handbook") contains policies for the employees of CONNECT LOGISTICS INC. (the "Company"). All employees of the Company are charged with the responsibility of administering the policies and procedures contained in this Handbook, and, therefore, must understand and be familiar with its contents.

There will be situations that require administrative interpretation of the policies and procedures contained in this Handbook. Every effort will be made to ensure that such decisions are made objectively with the general intent of the policy in mind.

This Handbook, and the policies it references or that are contained herein, are the sole policies applicable to Company employees.

Finally, the provisions of this Handbook are not intended to address every situation or circumstance that may arise. If you are ever in doubt whether an activity complies with the Company's policies contained in this Handbook or its ethical standards, you should discuss it with the Company's Administrator.

#### 1.2 Company Administrator

All notices or questions which must be submitted to the Company Administrator shall be addressed to the following:

Name: Anthony Razza

Phone Number: (508) 509-8385 Email: razzatrans@aol.com

Address: 3 Taylor Dr Rehoboth, MA 02769

# 1.3 Purpose & Objectives of Handbook Policies

The employment policies and procedures stated in this Handbook are designed to:

• Promote high morale and foster good working relationships among employees by providing uniform personnel policies and consideration of employee needs.

- Provide fair and equal opportunity for qualified employees to enter and progress in service based upon merit and fitness as determined through objective and practical personnel management methods.
- Enhance the attractiveness of a career with the Company and encourage each of its employees to give their best effort to the Company, its clients and the community;
   and
- Encourage timely, courteous and dependable service to the Company's clients/customers.

#### 1.4 Policy Changes and Amendments

There may be occasions when the Company must add, delete or revise specific policies or give current rules a different interpretation from those previously made. The Company has the exclusive right to change practices and policies, both written and unwritten, in its sole discretion and without notice to employees. The Company may discontinue existing practices and policies and/or institute new practices and policies in its sole discretion and without prior notice to employees. The Company will take the appropriate measure(s) to inform employees of any changes to the Handbook.

The policies contained in this Handbook are subject to and drafted in accordance with the laws of the United States and the State of Rhode Island.

In the event that any applicable law invalidates or changes any of the provisions contained herein, only those provisions will be changed to comply with law and all other provisions will remain in effect.

#### 1.5 Employment-At-Will

It is important that employees understand the terms of employment. The employee and the Company have an "employment-at-will" relationship. This means the employee, or the Company may terminate employment at any time.

While the Company strives to make the employment relationship a mutually satisfying one, the Company can make no assurances, either expressed or implied, concerning the duration of employment or any possible reason for termination of employment, except that the Company will not terminate you for unlawful reasons. Nothing in this employee handbook should be construed to create an employment agreement for a specified period of time.

In addition, it should be noted that no one has the right to alter the "employment-at-will" relationship except through a written contract signed by the Company's lawful representative and the employee.

# SECTION II FAIR EMPLOYMENT PRACTICES

#### 2.1 Equal Employment Opportunity Policy Statement

The Company is committed to equal employment opportunity for all employees and applicants. The Company does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, gender, sexual orientation, marital status, pregnancy, veteran status, arrest record, political affiliation, labor organization membership status, or any other characteristic protected by applicable federal, state, or local laws. All employment decisions made are based on qualification(s) and business need(s).

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment with the Company. Any employees with questions or concerns regarding equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Company's Administrator.

Any violation of this policy must be reported to the Company's Administrator. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Violation of the Company's Equal Employment Opportunity Policy will lead to discipline, up to and including termination.

#### 2.2 Anti-Harassment Policy

#### A. Harassment, Generally

The Company seeks to maintain a working environment free of harassment. The Company will not tolerate harassment of any form within the workplace, on social media websites or other electronic mediums, or in the conduct of the Company's business with its clients and the public.

#### **B.** Sexual Harassment

It is the Company's policy to prohibit harassment of any employee by any other employee of the Company on the basis of sex or gender. The Company charges all employees with the responsibility for administering and complying with this policy.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include, but are not limited to:

- Unwelcome sexual advances.
- Requests for sexual favors.
- Obscene gestures.
- Displaying sexually graphic materials.
- Sending sexually explicit emails, text messages or other social media communication method.
- Verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments.
- Sexual harassment may also include, depending upon the circumstances:
  - o sexual joking.
  - o vulgar or offensive conversation or jokes.
  - o commenting about an employee's physical appearance.
  - o unwanted conversation regarding sex; or
  - O teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

#### C. Reporting Harassment

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the Company's Administrator. If you are unable for any reason or uncomfortable with contacting the Administrator, or if you have not received a satisfactory response within five (5) business days after reporting any incident of harassment, please contact another supervisor, including the Company's Owner.

# **D.** Investigation Procedure

Every report of harassment will be fully investigated, and corrective action will be taken where appropriate. The Company will request a written statement from the employee alleging harassment, and all other parties involved, to aid the Company in its investigation. All employees must cooperate with all investigations. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. The Company will not allow any form of retaliation against individuals who report harassment or who cooperate in the investigations of such reports in accordance with

this policy. Employees who make a complaint in bad faith may be subject to disciplinary action, up to and including termination. Violation of any provisions of this policy will result in disciplinary action, up to and including termination.

#### E. Conflict Resolution

The Company maintains an "open door" communication policy, which can be characterized as the informal process of resolving issues of concern.

The Company also utilizes a formal process, when needed, which follows an established communication process. An employee addressing areas of concern formally should generally follow these steps:

- 1. Discuss concern with your supervisor.
- 2. If the issue is not resolved satisfactorily after discussion and follow-up, put your concerns in writing and submit it to your supervisor.
- 3. If the issue persists, notify your supervisor that you are sending a copy of your written concerns to the Company's Administrator.
- 4. The Company's Administrator will review your problem with you and give you a final response of the Company's position regarding your concern after consultation with your supervisory and other appropriate Company representatives.

The Company recognizes that some problems may be of such a personal nature or that, for another reason, an employee may prefer not to discuss the problem with his or her supervisor. In such cases, the employee should take his or her concerns directly to the Company's Administrator. All issues will be considered with respect for everyone involved and with an appreciation for the value of mediation and conflict resolution.

#### 2.3 Massachusetts Domestic Violence or Abuse

The company will provide up to 15 days of leave in any 12-month period for an employee who is a victim of domestic or sexual violence or who has a family member who is a victim as long as the employee is not the perpetrator of the violence. Employees who wish to take leave to care for themselves or an eligible family member should provide the Company adequate advance notice unless the employee or the family member of the employee face imminent danger. An employee should exhaust personal leave (PTO) prior to using the time off under this act unless waived by the Company. Employees also may need to provide documentation of the domestic or sexual violence, including medical records or a police report. The company will determine whether the leave allowed under this act is paid or unpaid.

## 2.4 Disability Accommodation

As applicable, the Company will endeavor to make a reasonable accommodation for the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of the Company's business. If you need assistance to perform your job duties because of a physical or mental condition, please contact the Company's Administrator.

If an employee is incapable of performing the essential functions of their job and he/she has contacted the Company's Administrator, the Company will thereafter engage in an interactive process with the employee to make reasonable accommodations, absent causing undue hardship to the Company. An employee who requires accommodation(s) must provide the Company's Administrator with the necessary medical records so that the Company can consider job assignments and accommodation. An employee's requested accommodations may not always be granted as requested, depending upon the circumstances and requirements of the laws applicable to the Company. The Company may request a doctor's certification of an employee's ability to perform the essential functions of the job and may also require the employee to be evaluated by an independent doctor of the Company's choosing to verify any condition and ability to perform essential functions of the job.

An employee requesting reasonable accommodation may be transferred to a vacant position where he/she can perform the essential functions of the job or be placed in a vacant position with lesser responsibilities and pay where he/she can perform the essential functions of the job.

# 2.5 Pregnancy and Lactation

Employees who are pregnant are covered by ADA and the Family Medical Leave Act (FMLA). Employees who are pregnant will be given reasonable accommodations which allow them to perform their defined duties. At the point where the employee is unable to perform duties, Connect Logistics Inc. will extend to the employee FMLA benefits commensurate with the law.

Connect Logistics Inc. employees who are nursing will be given reasonable time for lactation. Lactation will be made available in a private discrete area, without intrusion. Fathers who desire paternity leave will be granted such according to FMLA standards.

#### 2.6 Religious Accommodation Policy

Connect Logistics Inc respects the religious beliefs and practices of all employees and will make, on request, an accommodation for such observances when a reasonable

accommodation is available that does not create an undue hardship on the company's business.

#### Requesting a Religious Accommodation:

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

#### Providing Religious Accommodation:

The immediate supervisor will evaluate the request considering whether a work conflict exists due to a sincerely held religious belief or practice and whether an accommodation is available that is reasonable and that would not create an undue hardship on Connect Logistics' business. An accommodation may be a change in job, using paid leave or leave without pay, allowing an exception to the dress and appearance code that does not affect safety or uniform requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the supervisor may confer with his or her manager and with the human resource director.

The supervisor and employee will meet to discuss the request and decision on an accommodation. If the employee accepts the proposed religious accommodation, the immediate supervisor will implement the decision. If the employee rejects the proposed accommodation, he or she may appeal following the company's general grievance policy and procedure.

# SECTION III HIRING

# 3.1 Date of Hire & Length of Service Credit

An employee's "date of hire", for purposes of calculating length of service credit to determine entitlements, benefits (i.e. PTO, etc.) or any other purpose, is recorded as first day of employment with the Company.

The accrual of an employee's length of service credit ceases with termination of employment, whether voluntary, involuntary or retirement. Employees do not receive length of service credit while on layoff or during an unpaid leave of absence.

#### 3.2 Introductory Period

The Company requires all newly hired and rehired employees, whether full-time or parttime, to complete an introductory period of ninety (90) working days from the employee's date of hire. The purpose of the introductory period is to evaluate the new or rehired employee's performance and capabilities to determine if the employee is suited for the job. Specifically, the Company will monitor and evaluate the employee in the following areas, which include but are not limited to:

- How well the employee executes assigned tasks.
- The employee's work habits; and
- How well the new employee gets along and works with his/her supervisor(s) and other employees.

An employee's successful completion of the introductory period does not alter the at-will status of his/her employment relationship with the Company, nor does it guarantee employment for any specific duration or result in an increase in pay.

Newly hired or rehired employees may be terminated prior to completion of the trial service period, with or without cause.

# 3.3 Employment Position Classifications

- A. <u>Full-time</u>: Each employee whose appointment is not temporary and who is scheduled to work a minimum of 30 hours per week, or employees who hold specific salaried positions, are considered full-time employees. Full-time employees may be entitled to benefits in accordance with the Company's policies.
- B. <u>Part-time</u>: Each employee whose position is not temporary and who is regularly scheduled to work less than 30 hours per week is considered a part-time employee. Part-time employees may not be eligible for benefits, unless otherwise informed by the Company.
- C. <u>Per Diem Employee</u>: An employee who either (1) works on an on-call or as needed basis. Per Diem employees are not eligible for benefits.
- D. <u>Temporary Employee</u>: An employee who works for a limited time, not to exceed 180 calendar days. Temporary employees may not be eligible for group health benefits. Temporary employees may be either exempt or non-exempt. Time worked at temporary status does not count for purposes of determining service credit.
- E. <u>Contract Employee/Consultant</u>: A contract employee or consultant is one hired on a contract, for a specific length of time. PTO and other benefits may not be available

unless specified in the contract. Consultants and contract employees are engaged for a set time period, at a fixed rate per hour or day.

F. Notwithstanding the foregoing, the Company will comply with any and all federal and state law requirements regarding benefits coverage, as applicable.

Employees will be notified of their employment position classification on their date of hire.

#### 3.4 Job Description

If applicable, employees will be provided with their applicable job description within thirty (30) days of their date of hire. Regardless of whether an employee has received a job description, employees are expected to perform and follow all legal instructions from their supervisor(s). A copy of an employee's job description will be provided to employee, and a copy will be placed in the employee's personnel file. The assignment of a job description does not prevent that employee from being required to perform work outside of his/her assigned job duties, and all employees should follow all lawful requests to perform such work.

#### 3.5 Personal & Emergency Information

It shall be the responsibility of each employee to notify, in writing, the Company's Administrator of required changes to his/her personal or emergency information. Examples of the changes include but are not limited to: change of name, change of address and/or phone number, changes in the number of tax withholding exemptions, family status (birth, marriage, divorce, death, etc.), changes in highest level of education attained, etc. Employees must provide the Company's Administrator with current information on dependents and beneficiaries for insurance purposes. Employees must notify the Company's Administrator as soon as possible after the change, but no later than 30 days.

# SECTION IV GENERAL EMPLOYMENT CONDITIONS

#### 4.1 Hours of Work

The Company generally operates seven (7) days per week with flexible schedules. The Company reserves the right to require employees to modify work schedules in accordance with operational needs.

#### A. Non-Exempt Employees

<u>Full-Time Employees</u>: When possible, the Company will set standard work schedules for regular, full-time non-exempt employees of either nine (9) hours per day for four (4) days per week, or eight (8) hours per day for five (5) days per week. However, the Company cannot guarantee a set work schedule.

While the standard work schedule for a regular, full-time non-exempt employee is thirty-six (36) hours per week, the Company makes no guarantee of a 36-hour week. Various factors such as workloads, operational efficiency and staffing needs may require variations in an employee's starting and quitting times and in the total hours worked each day or week.

The Company also reserves the right to assign employees to jobs other than their usual assignments whenever necessary.

<u>Part-Time</u>, <u>Per Diem</u>, <u>Temporary</u>, <u>and Contract Employees</u>: The work schedule and job assignments will be determined at the discretion of the Company.

#### **B.** Overtime for Non-Exempt Employees

Non-exempt employees will be paid overtime in accordance with applicable state and federal laws, which is generally defined as any time actually worked in excess of forty (40) hours in a workweek. **No overtime may be worked without prior authorization.** Overtime must be approved by the Company's Administrator before it is worked. Employees who work overtime without prior approval may be subject to disciplinary action, up to and including termination.

Non-exempt employees are not permitted to work "off-the-clock." If an employee works "off-the-clock" he or she will be subject to discipline, including termination. Furthermore, if any employee of the Company requests you to work "off-the-clock" you must contact the Administrator as soon as possible.

#### C. Exempt Employees

Certain other employees, excluding non-exempt employees, are Exempt, salaried employees and will be paid in accordance with the salary determined by the Company's Administrator. Exempt employees are not entitled to receive overtime.

#### 4.2 Confidential Nature of Work & Non-Disclosure Agreement

All information that is not in the public domain or properly within the rightful possession of an employee prior to his/her date of hire and is obtained through or received due to the

employee's employment relationship with the Company, including confidential or proprietary information of the Company's clients, is considered proprietary information. Any and all information regarding or received from clients or customers is privileged and confidential and must never be disclosed. The Company considers this information, among other forms of information, as Confidential Information. Company employees must use all reasonable efforts to protect Confidential Information from unauthorized use. Further, Company employees will not disclose Confidential Information, unless required to do so by a court of law. If compelled to disclose such information, the employee shall give the Company as much advanced notice as possible to allow the Company to take all necessary and appropriate action.

Termination of employment with the Company does not relieve the employee of his/her obligation not to disclose such information; the obligation continues indefinitely.

The protection of Confidential Information, both the Company's and its clients', is vital to the interests and the success of the Company and its clients. Such Confidential Information also includes, but is not limited to, the following examples, whether in writing or communicated electronically or verbally:

- Client/Customer lists and identities.
- Client/Customer information.
- Financial information.
- Marketing strategies.
- Research materials.
- Pending projects and proposals.
- Research and development strategies.
- Billing information, including billable rates.
- Work processes.
- Office forms.
- Office policies and procedures; and
- Business methods developed by the Company.

When handling confidential and privileged client information in your employment, you should keep the following in mind to minimize the risk of improperly disclosing such information:

- Limit the access to such information to those who have a "need to know" the information or are authorized to handle such information.
- Ensure that you have taken proper physical protection methods to protect the confidential nature of such information by: avoiding leaving such documents unattended, particularly in areas accessible to the public; locking desks, drawers and file cabinets containing confidential information; shredding confidential

information that is no longer needed; and immediately retrieving confidential documents printed on copy machines, fax machines or printers.

• Ensure that you have taken proper steps to prohibit unauthorized access to your computer or other electronic or digital devices, such as voicemail, cellular phones or personal digital assistants that may contain confidential information by utilizing proper passwords and other protections.

When an employee leaves his/her employment with the Company, he/she must return any and all Company material(s) in his/her possession, in any form whatsoever, and shall not retain any material, in any form, media, or medium, including but not limited to the information listed in this section.

Employees are required to abide by all policies and work rules designed to protect the confidential information of both the Company and third parties doing business with the Company. Any failure to abide by such policies constitutes grounds for disciplinary action, up to and including termination.

#### 4.3 Use of Company's Name and Likeness

The Company's name and likeness, and their use are tightly controlled. Without the written consent of the Company's Administrator, Company letterhead, name, likeness, and/or logos may not be used by employees for personal correspondence or in connection with non-Company business.

Only the Company's Administrator or Owner has the authority to authorize, in writing, others to use the Company's name in any printed or broadcast report, document, brochure, letter, video, appeal, or other printed, audio, or visual communication initiated by a third party.

#### 4.4 Work Product Ownership

All Company employees must be aware that the Company retains legal ownership of the product of their work. No work product created while employed by the Company can be claimed, construed, or presented as property of the individual, even after employment with the Company ends, or the relevant project is completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for the Company, regardless of whether the intellectual property is actually used by the Company.

#### 4.5 Performance Evaluations

Performance evaluations may be conducted on an as-needed basis or an annual basis to assess an employee's performance and development based upon core competencies of his

or her position, as determined by the Company. Written documentation concerning performance evaluations will be placed in the employee's personnel file. The results of a performance evaluation may impact the raises and/or bonuses that may be received by an employee.

#### 4.6 Solicitation

Unauthorized persons are not permitted on Company property for solicitation or distribution of literature and goods. The Company prohibits the solicitation, distribution or selling by non-employees, except authorized vendors engaged in the sales of equipment and supplies to the Company.

#### 4.7 Company's Right to Search

Entry on the Company's premises, which includes parking lots and buildings, constitutes an implied consent to examinations, searches, or inspections of packages, belongings and/or personal property, including personal vehicles and the employee's person and/or bags, briefcases, and purses.

Where necessary to affect a safe work environment, maintain security of information, or for any other business reason, the Company reserves the right to conduct examinations, searches or inspections of any employee's person, private vehicle and/or property. These searches are in the sole discretion of the Company and may occur without notice and without the employee being present.

Employees are expected to cooperate fully with any investigation, including exploratory interviews. Refusal to cooperate may subject the employee to discipline, up to and including termination.

#### 4.8 Personal Property

The Company is not responsible for the loss or damage of employees' personal property while on Company property or while conducting Company business.

# SECTION V EMPLOYEE CONDUCT

#### **5.1** Recording of Time

## A. Recording Time

All non-exempt employees are required to record their time as directed by the Company to verify hours worked. Any non-exempt employee leaving the work site for personal business must clock out. Accurately recording time worked is the responsibility of every employee. This includes clocking in at the beginning of their work period and clocking out before leaving the premises at the end of the work period. Altering, falsifying or tampering with time records, recording inaccurate time or clocking in or out for another employee may result in disciplinary action, up to and including termination.

#### B. Meals or Break Periods – 30 Minutes

All non-exempt employees who take meal or break periods lasting (30) minutes or longer must record the time as an unpaid break. Non-exempt employees are not permitted to perform work during a meal or break period. If a non-exempt employee performs work during a meal or break period, you may be entitled to receive compensation for the time and must discuss it with the Company Administrator.

#### C. Off-The-Clock Time

No non-exempt employee is permitted to work "off the clock", which means working without reporting the hours worked for pay. Working "off the clock" includes, but may not be limited to, answering emails or phone calls outside of working hours. If any individual is requested to work "off the clock", he/she is to report it to the Company's Administrator. Any employee who requests another employee to work "off the clock" will be subject to discipline, up to and including termination of employment.

#### 5.2 Dependability, Attendance & Punctuality

Because the Company depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential to the success of the Company and its employees.

## A. Punctuality

Employees are expected and required to report to their workplace at the scheduled time in which work activity is to commence and remain at their workplace until the conclusion of their scheduled time and/or work activity. Tardiness, unexcused absence, leaving early or failure to report as required may result in disciplinary action up to and including termination.

In addition, Employees are expected and required to promptly respond to inquiries, notices or other communications issued to them by the Company during scheduled work hours. Failure to communicate as required may result in disciplinary action up to and including termination.

#### B. Absence, Late Start or Early Departure

An employee must notify his or her immediate supervisor as far in advance as possible, preferably no later than one hour before their scheduled starting time if the employee expects to be late or absent. Employees should notify their supervisor as far in advance as possible if the need to leave work early arises. Employees are expected to notify their supervisor, unless there is an emergency that prevents the employee from doing so.

#### C. Unauthorized Absence & Job Abandonment

The Company shall regard an employee's job abandoned, and the employee terminated, if an employee is absent from work without official leave approval from his/her supervisor or the Company's Administrator for one (1) or more days, unless the employee can provide the Company with an acceptable and verifiable explanation, in the sole discretion of the Company. An employee who is absent, without notice, during any time after his/her shift has begun, is immediately terminated.

#### D. Additional Attendance Point System Information

The Company further describes the Point System via the Policy attached at the end of this handbook in the amendment section 13.1. See amendment 13.1.

#### 5.3 Dress Code

Employees must wear uniforms and safety clothing as directed by the Company (i.e., close-toed shoes and high visibility vests). Otherwise, employees are otherwise expected to dress in an acceptable, professional manner, and to dress according to the requirements of their positions. Clothing must be clean, neat, in good repair, not pose a significant safety problem and be appropriate for the assigned duties. The Company is a collection of professionals and all employees are required to dress accordingly.

Tattoos, if visible, must not draw undue attention to the individual, as determined solely in the discretion of the Company's Administrator. As needed, any such tattoos should be covered.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

• Shoes must be close-toed, provide safe, secure footing, and offer protection against hazards. Slip-resistant shoes are recommended.

- Revealing clothing is not allowed.
- Undergarments must not be seen through clothing.
- Excessive makeup is not permitted.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Hats or caps should not be worn unless it is part of an authorized uniform.

<u>Uniforms</u>: Employees who are expected to wear uniforms are responsible for providing and maintaining them. Employees are expected to maintain their uniforms in an acceptable condition. Uniforms should always be clean.

<u>Identification Badges</u>: If expected, all employees are required to wear name badges which are not defaced, above the waist, visible to customers at all times while on duty. ID badges are provided upon employment at no charge. Lost or damaged badges must be replaced immediately at a cost to the employee. Approved company pins: buttons and stickers can be worn but should not be worn on ID badges in such a manner as to hinder the appearance of the information or picture on the badge.

Consult your supervisor or the Company's Administrator if you have questions as to what constitutes appropriate attire.

#### **5.4** Conflict of Interest

Outside employment that may constitute a conflict of interest is prohibited. Employees may not solicit or perform work in competition with any product or service of the Company at any time. It is important for all of the Company's employees to avoid the appearance of impropriety at all times. Outside employment is not considered an excuse for poor job performance, absenteeism, tardiness or refusal to work overtime. Should outside employment cause or contribute to any of these conditions, it must be discontinued, or the employee will be asked to resign from the Company. Any outside employment must be reported to the Company immediately.

# 5.5 Violence in the Workplace

It is the intent of the Company to provide a safe workplace for employees and to provide a comfortable and secure atmosphere for clients and others with whom we do business. All employees are expected to conduct themselves in a non-threating, non-abusive manner at all times. The Company strictly prohibits violence, and/or threats of violence or threatening conduct, of either a verbal or physical nature, by or between any employees or other persons on Company premises or work sites, or while its employees are engaged in Company business away from Company premises or work sites. Additionally, certain types of horseplay and practical jokes may, depending on the circumstances, be included within this prohibition.

The Company prohibits employees and all other persons from bringing, storing, concealing, or possessing any weapon, including but not limited to firearms, handguns, knives and explosive devices, on Company premises or work sites. The Company premises covered by this policy include Company's buildings and surrounding areas (such as sidewalks, driveways, and parking lots), Company vehicles and Company-provided living accommodations. This policy additionally applies even if the individual is licensed to carry a weapon under applicable law. This prohibition does not apply to those employees authorized to carry weapons by the Company as part of their work duties.

The Company reserves the right to conduct searches of all persons and property, including personal property and vehicles, located on Company premises or work sites. Entry onto Company's premises or work sites constitutes implied consent to such searches. These searches are in the sole discretion of the Company and may occur without notice and without the employee being present.

The purpose of such searches is to determine whether any person is in possession of weapons in violation of this policy. When appropriate, such items discovered through the Company's searches may be taken into custody and may be turned over to the proper law enforcement authorities.

Violation of this policy (including refusing to consent to a search or failing to cooperate in any investigation under this policy) is grounds for immediate corrective action.

An employee who believes he or she has been, or is being subjected to violent, harassing, intimidating or threatening conduct in the workplace, or who otherwise believes that this Violence in the Workplace Policy has been violated, shall report such alleged conduct to his/her immediate supervisor or member of management who would be in position to provide assistance. An employee is to report such conduct to one of the above persons, regardless of the position of the alleged offending person (e.g. manager, supervisor, fellow employee, client, etc.) If such a report is made to the supervisor or manager, such shall then inform the Company's personnel designee. Nothing in this policy shall require any employee to make a report to the person who is the subject of the report.

All reports will be promptly investigated and will be handled confidentially. It is intended that the privacy of the persons involved will be protected, except to the extent necessary to conduct a proper investigation. If the investigation substantiates that this policy has been violated, immediate corrective action designed to stop the conduct and its recurrence will be taken.

An employee who reports pursuant to this policy will not be retaliated against, or adversely treated in any manner with respect to the terms and conditions of employment, as a result of making the report.

Specific examples of conduct, which may be considered threats or act of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of Company property or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or like intimidation.

# 5.6 Safety & On the Job Injury

Employees are expected to perform their job and conduct their work in a safe manner. An employee who has a concern about unsafe practices or equipment must report the concern immediately to the Company's Administrator. An employee who fails to conduct himself/herself in a safe manner or who fails to report unsafe practices or equipment may be disciplined, up to and including termination.

To prevent accidents or injuries, the following general safety standards should be followed:

- Lift heavy objects using the muscles of the legs and not the back.
- When bending, bend the knees while trying to keep the back as straight as possible.
- Keep work and floor areas free from clutter.
- Do not obstruct doorways, hallways, or stairways in any manner.
- Know the location of the fire extinguishers and emergency exits in the building.
- Coffee pots and heaters are to be turned off at day's end to avoid fire hazards.
- Do not work while under the influence of alcohol or drugs. If reasonable suspicion of drug or alcohol use exists and is witnessed, the employee will be immediately escorted from the work premises.
- Do not engage in horseplay. Practical jokes and horseplay can lead to accidents and are not considered appropriate on-the-job behavior.
- Use tools and equipment for their intended purposes only.
- Use hazardous sprays or liquids only in well-ventilated areas.

Employees are asked to use good judgment concerning their safety when entering or leaving the building past office hours.

Employees are encouraged to submit ideas/suggestions to improve safety conditions in the workplace. Recommendations should be made in writing and submitted to their supervisor.

An employee who is injured within the course and scope of their employment must notify the Company's Administrator within fifteen (15) minutes of the injury, or as soon as practicable. If for any reason you are unable to notify the Company's Administrator, notify your supervisor accordingly. Failure to notify the Company's Administrator may result in discipline, up to and including termination.

Employees must also complete an accident report recording all factual information about the accident. This report must be completed for each work-related injury regardless of whether the employee requires medical attention. The Company may not certify a claim for an unreported injury unless the injury required immediate medical attention, was documented by the injured employee's manager, and was submitted to the Company's Administrator. In the event of a serious injury, the Company will investigate the accident and injury. The Company reserves the right to test an injured employee for illegal drug, substance abuse, and/or alcohol in accordance with law.

Any hourly non-exempt employee who is injured at work and must leave work before completing the workday will be paid at his/her regular rate for the balance of the time left in the scheduled work day.

An injured employee is required to comply with all treatment plans prescribed by the attending physician(s) and return to work as soon as possible. The employee is responsible for notifying the Company's Administrator of their expected date of return as soon as it is known and keeping their supervisor apprised of their condition.

An injured employee may not receive paid leave simultaneously with workers' compensation benefits.

# SECTION VI COMPENSATION

#### 6.1 Pay Periods

The Company reserves the right to administer payroll either weekly or bi-weekly. No advancement of salary or wages shall be made to an employee prior to earning the pay.

# 6.2 Wages & Wage Increases

Wages and Wage Increases are individually determined by the Company. There is no guarantee of, and an employee should not expect, wage increases or bonuses.

#### 6.3 Payroll

#### A. Advances

The Company will not make pay advances.

#### **B.** Deductions

The Company will make all legally required deductions from an employee's wages, including garnishment and child support payments ordered by a duly authorized court, as required by applicable federal and state law. The Company will make other deductions upon the written request of the employee.

Exempt salaried employees' salary may be reduced for the following reasons:

- Full-day absence for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of the Company's policies and procedures; and/or
- To offset amounts received as payment for jury and witness fees or military pay.

If an employee believes he/she has been subject to any improper deductions, the employee must immediately report the matter to the Company's Administrator.

#### C. Garnishment

The Company will recognize and execute all garnishments ordered by a court on behalf of a creditor. The Company's Administrator will have a discussion with an employee whose wages are garnished on behalf of one creditor. If the Company receives a second garnishment for an employee, the Company may discipline the employee according to the discipline policy contained in this Handbook and state and federal law, up to and including termination.

#### **6.4** Employee Reimbursement

#### A. Expenses

To be eligible for reimbursement, any expenses must have prior approval by the Company's Administrator before the actual expense is incurred by an employee.

A request for business development expense must include the following information:

- Date of the meeting/event.
- The client or potential client's name.
- Their company name or business type.
- The type of meeting or activity for the expense.
- The anticipated follow up to the meeting or activity, and the potential new business that is hoped to be developed; and A photocopy of all receipts.

Abuse of business development reimbursement may subject an employee to discipline, up to and including termination.

#### B. Mileage

Employees will be reimbursed for mileage driven in their personal automobiles while carrying out the business of the Company. The mileage rate reimbursed shall be that as determined by the Internal Revenue Service ("IRS") for the date of the travel. When more than one employee travels in the same automobile, no more than one may claim reimbursement for mileage expenses. Employees will not be reimbursed for travel from their homes to their places of work, and vice versa.

# 6.5 Time punches within ADP App

Per Amazon Policy, Driver Associates (DA's) are required to take two paid 15-minute rest breaks and one unpaid 30-minute meal break that must be taken if you are going to work a shift 8 hours or longer. This is to be strictly enforced and is monitored through clock punches in the payroll system. While some DA's forget to punch in and out during their shift or forget to punch out for lunch and back in after lunch, this is unacceptable from a compliance standpoint and Connect Logistics cannot manually adjust timecards as this is not an authorized practice. Each DA must adhere to the following:

- Clock in each morning at the beginning of your shift on your mobile device / phone in the payroll app.
- Clock out (meal out) daily for 30-minute meal break and Clock in (meal in) on your mobile device. The Meal break must be at least 30 minutes long and it must be taken if you are going to work a shift 8 hours or longer.
- Clock out at the end of your day on your mobile device / phone in the payroll app.

Manual adjustments to a DA's timecard are not recommended and are time consuming. They can also lead to human error which causes inaccurate hours worked and even missed days of work. This will be monitored and reviewed by the Amazon Corporate Audit Team to measure progress and compliance.

SECTION VII EMPLOYEE BENEFITS

#### 7.1 Disclaimer

This Handbook is intended to provide a general summary of the information and benefits available to employees of the Company. Employees should not rely solely on the information contained in this Handbook to determine their eligibility for benefits or the nature and extent of such benefits, if any. If there is an inconsistency between the information contained in this Handbook and the plan documents, the plan documents govern. Nothing contained in this Handbook or section is intended or should be construed as a contract, express or implied, or a promise of benefits. The Company reserves the right, at its discretion, to modify, change, terminate or revoke any of the plans, programs, practices or polices described, as the Company may require, with or without notice.

#### 7.2 IRA/401K

The Company may provide IRA/401K benefits to eligible employees in accordance with plan documents. Please contact the Company's Administrator for any questions regarding the Company's IRA and/or 401K plan. If the Company provides or offers IRA/401K benefits to eligible employees, the employees shall consult with the plan documents and other agreements for more information. In addition, to the extent that the employee has a written employment agreement with the Company, this written employment agreement will supersede any provisions contained herein related to IRA/401K benefits.

# 7.3 Workers' Compensation

The Company participates in the state system of workers' compensation, as required by law. Employees of the Company may be eligible for workers' compensation benefits for injuries arising out of and in the course of his/her employment. All employees are required to comply with the Company's policy regarding workplace/on the job injuries, found in Section 5.6.

#### 7.4 Health Insurance

The Company may provide health insurance benefits to eligible employees in accordance with plan documents. Please contact the Company's Administrator for any questions regarding the Company's health insurance documents. If the Company provides or offers health insurance benefits to eligible employees, the employees shall consult with the plan documents and other agreements for more information. In addition, to the extent that the employee has a written employment agreement with the Company, this written employment agreement will supersede any provisions contained herein related to health insurance benefits.

#### 7.5 Supplemental Insurance

The Company may provide employees with a Supplemental Insurance SPD, which contains a summary description of supplemental insurance benefits that may be available to eligible employees of the Company at the employee's home address or via personal delivery.

Full-time employees become eligible for such benefits the first day of the calendar month occurring after their first day of regular full-time service. Part-time employees may be eligible for certain benefits based on the specific benefit program. Questions regarding benefit plans and eligibility should be presented to your designated representative.

Employees may be required to share in the cost of the supplemental insurance and such payment may be automatically deducted from the employee's paycheck.

#### 7.6 COBRA

If the employee, the employee's spouse, or the employee's dependents lose group health insurance coverage due to employment termination or any other "qualifying event," any and all may be eligible to elect continuation of group health coverage in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA).

COBRA entitles employees and their dependents to elect or decline continued group health insurance coverage upon a "qualifying event." Under federal law, a qualifying event is an event that would ordinarily cause an employee, spouse, or dependent to lose group health insurance coverage. Qualifying events include termination of employment, retirement, discharge for poor performance, reduction of work hours, death of a covered employee, divorce or legal separation from a covered employee, losing "dependent child" status, Medicare eligibility, or being called to active duty as a military reservist. Employees discharged for gross misconduct may not be eligible for continuation benefits.

Employees and dependents are responsible for notifying their Employer immediately following any qualifying event and upon any change in address of the employee and/or dependents. Employees and dependents that elect continued coverage following a qualifying event will be required to pay 100% of the applicable premium coverage cost.

If eligible, the employee has sixty (60) days to elect coverage from the date of the qualifying event. If the eligible employee chooses to continue coverage and pays all premiums, benefits will be continued for eighteen (18) months. A covered employee, spouse, or dependent who is disabled (according to the Social Security Administration) at the time of the qualifying event may be eligible to continue coverage for up to twenty-nine (29) months. An employee's covered spouse or dependent may be able to continue coverage up to thirty-six (36) months in the event the covered employee dies, becomes entitled to Medicare, divorces or legally separates from the spouse, or the dependent child ceases to qualify as a dependent under the Company's insurance plan provisions.

# SECTION VIII DRUG & ALCOHOL POLICIES

# 8.1 Smoking

Smoking is prohibited within the Company's facilities or vehicles. Employees may smoke before work, during lunch breaks, and after work, but must leave the Company's property to do so. Employees may not have the smell of tobacco smoke about their persons during work hours or while on Company business. Employees who utilize tobacco products, including cigarettes, smoke-less tobacco, vaporizers, or e-cigarettes may be subject to an increase in health insurance premiums and/or a monthly tobacco surcharge

# 8.2 Drug & Alcohol-Free Workplace

The Company seeks to ensure a safe, healthy and productive work environment for its employees and others, to protect Company property, and to ensure efficient operations. Therefore, the Company maintains a policy of a drug and alcohol-free workplace. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on the Company's premises, while on Company business (even if not on Company premises) or while representing the Company is strictly prohibited. Employees and other individuals who work for the Company are also prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. Such authorization must be provided to the Company's Administrator before the employee arrives at or commences work.

Employees must notify the Company within forty-eight (48) hours or on the first business day, whichever occurs sooner, after they are arrested, cited or otherwise charged and/or convicted of any traffic or criminal offense, whether federal, state or local, or other drug or alcohol violation, regardless of the level of the offense. Such employees may be subject to disciplinary action up to and including termination.

Exceptions to alcohol use on Company premises for certain occasions are made in the sole discretion of the Company's Administrator and/or Owner.

#### 8.3 Drug Testing

# A. Pre-employment

The Company will not knowingly hire a job applicant who uses illegal drugs or is a substance abuser. Prospective employees may be required to satisfactorily complete a pre-placement drug screening as a condition of employment and before commencing work for the Company. Prospective employees will be informed of the policy and may be tested for chemical substances. Any applicant who refuses to consent to a test or who tests positive for the illegal use of a controlled substance will not be hired.

# **B.** Existing Employees

The Company reserves the right to conduct drug testing on any existing employee who exhibits inappropriate behavior affecting performance on the job or behaves in a manner that is suggestive of illegal drug use or other substance abuse, in the Company's discretion. In addition, any existing employee who behaves in a manner that is suggestive of a drug or alcohol problem will be referred to a licensed medical health care provider who will evaluate the employee's condition. An employee who refuses to submit to such a test will be subject to discipline, up to and including termination.

If the employee tests positive, the employee will be subject to discipline, up to and including termination.

# C. Workers' Compensation

An employee who reports a job-related injury may be subject to testing for alcohol and/or drugs.

#### D. Returning from a Leave of Absence

An employee who returns from a leave of absence lasting at least fourteen (14) consecutive days shall be subject to testing for illegal drugs.

# TION IX TECHNOLOGY & COMPUTER SYSTEMS POLICIES

#### 9.1 Use of Technology & Computer Systems Policy

No employee is permitted to download or copy computer programs or data from the Company's computer system, remove or alter in any way the Company's computers,

computer programs or data, or remove computers or computer programs from the Company's premises. Any electronic device, including but not limited to computers, telephones, and cellular telephones, shall at all times be the property of the Company and must be immediately returned upon the termination of employment. If the Employee fails to return any such equipment as provided above, then the Employee shall be liable to the Company for rental payments for such equipment at the charge of \$100.00 per day for each day that such equipment remains in the Employee's possession after termination of employment.

Employees utilizing Company-owned devices have no expectation of privacy, and if an employee wants certain personal information to remain private, he/she should not put or access personal information on the Company's device.

You should never allow non-Company employees access to your voicemail, email or other files, existing in any medium whatsoever. It is critical to maintain the integrity of the Company's computer system and to protect confidences, and Confidential Information, specifically and especially including any and all client and/or privileged information, of the Company under all circumstances. The Company reserves the right to request passwords for any and all Company-owned accounts and devices for business related purposes.

Once an employee gives notice to the Company indicating that the employee is terminating their employment, Employee is no longer permitted to delete any e-mails from Employee's e-mail application and/or the Company's e-mail server. No employee is permitted to delete any document or information, whether located natively on the employee's computer or in the Company's cloud-network, including upon departure from employment.

# 9.2 Electronic Communication Policy

E-mail is intended for Company-related use only, and the Company maintains ownership of all Company-issued e-mail addresses. All e-mail records are considered Company records.

An employee has no expectation of privacy for any communications, websites visited/logged into, or records produced on Company-owned computers or other electronic devices, including Company and personal telephone and cellular telephones that utilize the Company's network.

The Company prohibits the transmission of offensive or inappropriate e-mail messages, inclusive of the content outlined in the Company's Anti-Harassment Policy detailed above (See Section 2.3). The Company reserves the right to and will monitor employee computerized and other electronic communications and use, including Company-provided telephones and cellular telephones, and employees should understand they have no expectation of privacy in sending or receiving emails on the Company-owned email

system. Any such monitoring will be restricted to the ordinary course of the Company's business.

Employees are permitted to utilize Company email to report a violation of this Handbook or other Company policy, and to engage in activity protected by Section 7 of the National Labor Relations Act during non-working hours.

No employee is permitted to permanently delete any emails from his or her computer at any time, including upon departure from employment.

# 9.3 Internet Policy

The internet is intended for Company-related business use only. The Company prohibits the use of the internet for commercial transactions or the employee's purchase of goods. The Company prohibits employees from visiting pornographic and other non-business-related sites on its computers and other electronic devices. The Company reserves the right to monitor employee internet activity, and employees should understand they have no expectation of privacy when accessing the internet on the Company's devices or service. Any such monitoring will be restricted to the ordinary course of the Company's business. In addition, if an employee accesses the Company's network via a personal device, such as a cellphone, laptop, or tablet, the employee has no expectation of privacy, and the Company reserves the right to monitor this network use as it may in the ordinary course of the Company's business.

# 9.4 Social Media Policy

Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking web site, web bulletin, board or chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

Employees must never post information regarding clients or other privileged information of any nature on social media without prior written approval of the Company's Administrator.

Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your content that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination.

Make sure your postings are consistent with all other policies contained in the Company's Handbook. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

You are forbidden from posting any information that is another employee's private information on any social media page.

If you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating towards employees, customers/clients, members, associates or suppliers, or that might constitute harassment. Examples of such conduct might include defamatory posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religious or any other status protected by applicable law or Company policy.

Other considerations when using social media include:

- Maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications, or any information relating to clients or privileged information.
- Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as an employee of the Company.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about that fact that you are an employee and make it clear that your views do not represent those of the Company, fellow employees, members, suppliers or people working on behalf of the Company.

Refrain from using social media during work time or on work-provided equipment.

The Company prohibits taking negative action against any employee for reporting a possible deviation of this policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a deviation or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

#### 9.5 Telephone & Voicemail Policy

Personal use of the Company's telephones and voicemail system is discouraged. Use is limited to emergency situations and those calls approved by your designated representative. As clients or other third parties can observe or overhear personal conversations, employees are requested to conduct any necessary personal calls in private. Excessive use of telephones for personal use, making long distance calls or charging unauthorized personal toll calls to the Company will result in disciplinary action up to and including termination.

The Company reserves the right to monitor employee telephone calls and voicemail use on the Company's devices/systems, and an employee has no expectation of privacy in their use of Company-owned devices or systems, including the Company's internet network when accessed from personal/non-Company devices, or Company-provided devices or systems. Any such monitoring will be restricted to the ordinary course of the Company's business.

# 9.6 Bring Your Own Device Policy

This policy outlines the use of personally owned devices for purposes related to work performed for the Company.

While at work or engaged in Company business, employees are expected to exercise the same discretion in using their personal devices as is expected for the use of Company devices. Company policies pertaining to harassment, discrimination, retaliation, trade secrets, confidential information and ethics apply to the use of personal devices for work-related activities.

Employees who have not received authorization in writing from the Company's Administrator will not be permitted to use personal devices for work purposes. Failure to follow policies and procedures may result in disciplinary action, up to and including termination.

As a general rule, hourly non-exempt employees may not use their personal devices for work purposes outside of their normal work schedule without authorization in advance from their supervisor. This includes but is not limited to reviewing, sending and responding to e-mails or text messages, responding to calls or making calls.

Employees may not use their personal devices for work purposes during periods of unpaid leave without authorization from the Company's Administrator. The Company reserves the right to deactivate access to the Company's network from the employee's personal device during periods of unpaid leave.

Family and friends should not use personal devices that are used for Company purposes. Additionally, all personal devices used for Company purposes should be password protected.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the personal device for inspection. All Company data on personal devices will be removed by IT upon termination of employment.

The use of a personal device in connection with the Company's business carries specific risks for which you, as the user, assume full liability. These risks include, but are not limited to, the partial or complete loss of data as a result of a crash of the operating system, errors, bugs, viruses, and/or other software or hardware failures, or programming errors which could render a device inoperable.

The Company hereby disclaims liability for the loss of any such data and/or for service interruptions. The Company expressly reserves the right to wipe the entire device, or specifically managed applications, at any time as deemed necessary for purposes of protecting or maintaining the Company's service and/or Confidential Information.

#### 9.7 General Considerations

The policies described above regarding the use of the Company's computers, e-mail, voicemail and internet access are needed for, among other things, protecting trade secrets and client confidences, maintaining the integrity and security of the Company's computer system, protecting client information, protecting the Company from liability to third parties, protecting the integrity and reputation of the Company and its clients, and ensuring optimal employee productivity.

In addition, e-mail, internet, phone, voicemail and computer usage and other Company-provided electronic devices will be monitored and employees have no expectation of privacy. All employees are required to comply with software and other intellectual property licenses and copyright and trademark laws. Widespread dissemination of e-mail is discouraged, and employees should be cautious about the content of any e-mail messages and how messages are conveyed. The Company must approve any encryption devices. Employees have no expectation of privacy in their use of Company-owned devices or systems.

Any employee aware of potential violations of the aforementioned computer policies should inform the Company's Administrator, on a confidential basis, of the alleged violation. Violation of these policies may lead to disciplinary action, up to and including termination.

SECTION X
TIME OFF AND LEAVES OF ABSENCE

## 10.1 Paid Time Off ("PTO")

The Company provides paid time off (PTO), which combines vacation, sick days, a family member's illness, personal business, weather problems and any other personal time off under one policy for employees to use for illness or personal time away from work. PTO benefits are available to regular part-time and full-time employees. The amount of PTO is based on hours actually worked with the Company.

To the extent applicable, this policy is designed to comply with all applicable state and local paid sick leave laws. Eligible employees that work in a jurisdiction that mandates paid sick leave may use PTO for paid sick leave reasons. If the PTO accrual in this policy is insufficient to comply with any paid sick leave mandate, the Company will provide additional PTO as needed to comply with applicable law. Only employees working in jurisdictions that mandate paid sick leave may use PTO for the paid sick leave reasons set forth below. Please contact Management if you have questions as to whether you work in a paid sick leave jurisdiction.

Employees will accrue PTO during each pay period, starting with the first day of regular employment. Although employees will begin to accrue PTO immediately, newly hired employees are not eligible to use PTO until completion of the first payroll period. Employees will continue to accrue PTO each pay period during each subsequent year of employment.

Employees may accrue up to 80 hours of PTO per year unless additional PTO is required to comply with applicable paid sick leave laws. PTO accrues at rate of 1 hour for every 25 hours worked (0.04 hours per regular hour worked). PTO will not accrue while an employee is on a leave of absence. Employees may not accrue more than 120 hours at any time. Employees may carryover unused PTO from year to year up to the maximum accrual cap of 120 hours. Once an employee reaches the maximum cap, an employee will not accrue any additional PTO until the employee uses PTO and drops below the maximum cap.

All requests for PTO should be made to the employee's supervisor or Management as soon as possible. The Company will try to accommodate requests as long as operations are not affected. Normally, at least a two-week advanced notice is expected and necessary for foreseeable requests to be approved. If the PTO is needed for unforeseen illness or emergency situations or if being used for paid sick leave reasons in paid sick leave jurisdictions, then employees should provide as much notice as reasonably possible. Employees will generally not be approved to take PTO during high volume periods such as the months of November, December, and January and Prime Days unless the employee works in a paid sick leave jurisdiction and the PTO is needed for a recognized paid sick leave reason.

Employees are responsible for accurately recording all PTO. When a full-time employee scheduled to work 40 hours per week takes an entire day off as PTO, eight hours of PTO should be recorded. Employees are encouraged to use their available PTO.

PTO is intended for personal time off and is not intended to be used to make up for hours not worked in a given week in order to bring time up to weekly standard hours. The

Company will pay for actual time (hours) worked and PTO is available for personal time away from work with supervisory approval.

If all PTO is exhausted, unpaid PTO may not be taken without prior approval of the employee's supervisor, Management and/or Human Resources. Employees may not borrow against PTO time that has not yet accrued.

PTO time taken during a given work week will not be included as hours worked for purposes of calculating overtime. Upon termination of employment, the Company will pay out any accrued but unused PTO.

#### PTO USE FOR PAID SICK LEAVE REASONS

To the extent applicable state or local laws mandate the accrual and use of paid sick leave and an employee works in a paid sick leave jurisdiction, this policy is intended to ensure that employees who work in those jurisdictions are provided with paid sick leave in accordance with the rules and definitions of the applicable law. Employees who regularly work in a state or local jurisdiction that requires paid sick leave, may use paid time off consistent with any applicable state or local paid leave requirements, including the following:

- attend appointments or receive care for the employee's own physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or treatment, or preventive care; or
- attend appointments or provide care for an eligible family member's physical or mental illness, injury, or medical condition, including conditions requiring home care, professional medical diagnosis or care, or preventive care; or
- address the psychological, physical, or legal effects of domestic violence, sexual assault, or stalking for the employee and, where applicable, the employee's family member or "household member" (including stepparents and stepchildren, grandchildren, current and former spouses and domestic partners, persons who have a child in common, adult persons related by blood or marriage, adult persons who have resided or are residing together, and persons 16 years of age or older who are or were residing together and who are or were in a dating relationship); or
- take time off when an employee's place of business or a child's school or place of care has been closed by order of a public official due to a public health emergency; or
- any other reason allowed under applicable paid sick leave law.

The Company prohibits discrimination or retaliation against employees because of an employee's request for, or use of, PTO as legally mandated paid sick leave under federal, state, or local law. If you believe that you have been treated unfairly on account of your request and/or use of PTO as legally-mandated paid sick leave, please immediately report

this concern to Management, Owner, or Human Resources so the matter may be reviewed and appropriate corrective action may be taken.

## **PTO Payment**

- PTO benefits are paid at base pay. PTO hours are not considered as hours worked for purposes of calculation of overtime.
- Unless otherwise required by law, employees at termination or retirement are not eligible for payout of unused PTO.

Questions regarding PTO should be addressed to the Company's Administrator.

#### 10.2 Personal Time

The Company may grant an unpaid leave of absence for personal needs. All such leaves require the prior approval of the Company's Administrator, which may be withheld in the Company's sole discretion.

Unless otherwise required by law, the Company makes no guarantee or representation that an employee's position will be held during an approved personal leave. The Company will attempt to reinstate the employee in the same or comparable position they left; however, reinstatement is not guaranteed.

An employee will not accumulate vacation or other benefits while on a leave. An employee will not be eligible to receive holiday pay while on an unpaid leave.

It is the responsibility of the employee to make all contributory insurance premiums during personal leave.

# 10.3 Holidays

The Company will publish an annual schedule of holidays each year. If employees are required to work on a holiday, the Company may provide premium compensation, but is not obligated to do so.

## 10.4 Religious Observances

You may be allowed to observe religious holidays during your scheduled work hours, providing it does not result in undue burden or cost to the Company or curtailment of service to clients. You should submit a request for time off to the Company Administrator and, if approved and available, accrued PTO must be used for this purpose. Otherwise, time observed for religious purposes will be unpaid.

## 10.5 Voting

The Company recognizes that voting is an integral part of being in a community. The regular work schedule will provide each employee with sufficient time outside of working hours to vote while polls are open. If an employee will not have sufficient time during non-work hours available while polls are open, the employee must provide advanced notice to the Company Administrator and the Company may make a schedule accommodation.

## 10.6 Jury Duty

The Company encourages employees to fulfill their civic responsibilities by serving jury duty when required. An employee must present the jury duty summons to the Company Administrator as soon as possible so that arrangements may be made to accommodate the absence. If the court releases the employee from jury duty prior to the end of the workday, the employee must promptly contact his or her supervisor to determine whether the employee should return for the rest of his or her scheduled workday.

# 10.7 Military Leave

It is the Company's policy to comply with all applicable state and federal laws that afford protection and rights to employees serving in the uniformed services. If you have been given orders, bring them to the Company's Administrator. Advance notice of leave is required.

Employees are permitted to use their PTO time for military training. An employee's length of service is not affected by military leave. An employee who concludes their tour(s) of duty and who is reemployed by the Company will receive all benefits of employment that they would have obtained if they had been continuously employed, except those benefits that are considered a form of short-term compensation, such as accrued paid PTO, as required by all applicable state and federal law.

Should you have any questions regarding the Company's military leave policy, please contact the Company's Administrator.

## 10.8 Lactation/Breastfeeding

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk for her baby. For locations with fifty (50) or more employees, the Company will designate a room at each of its facilities for this purpose. Nursing mothers wishing to use this room must request/reserve the room by contacting the Company's Administrator.

Breaks of more than 30 minutes in length will be unpaid, and the employee should indicate this break period on her time record.

Please Note: This FMLA policy may not apply. Eligibility for leave under the Family and Medical Leave Act (FMLA) depends upon the Company's number of employees. The FMLA generally applies to employees who worked at least 1,250 hours in the previous 12 months at a Company location with 50 or more employees working within 75 miles of that location. Eligible employees will be notified if they are eligible for FMLA Leave. If you believe you should be entitled to FMLA Leave but have been erroneously excluded, please contact the Company Administrator.

## A. Eligibility

Under applicable state and federal laws, an employee who has worked twelve hundred fifty (1,250) hours in a year and has been employed with the Company for a minimum of twelve (12) months is entitled to a total of twelve (12) weeks of unpaid leave, or more if medically necessary (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during any rolling twelve month period. For <u>all</u> uses of leave, the rolling twelve (12) month period will be measured forward from the initial date of leave taken.

#### **B.** Basic FMLA Leave Entitlement

Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a serious health condition.
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any qualifying exigency arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on active duty or has been notified of an impending call or order to active duty status in the National Guard or Reserves in support of contingency operation. This leave is also available for family members of active duty service members.

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

conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

"Qualifying exigencies" may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.

## C. Injured Service Member Leave

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "covered service member" means 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 on the temporary retired list, for a serious injury or illness, or who was a member of the Armed Forces (including members of the National Guard or Reserves) at any time during the five years preceding the date of treatment, recuperation or therapy. A member of the Armed Forces would have a serious injury or illness if he/she has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that the injury or illness may render the service member medically unfit to perform duties of the member's office, grade, rank or rating.

#### D. Intermittent Leave and Reduced Leave Schedules

FMLA leave is usually taken for a period of consecutive days, weeks or months. However, employees are also entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member.

#### E. No Work While on Leave

The taking of another job while on FMLA leave is grounds for immediate termination, to the extent permitted by law.

#### F. Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage (if applicable) on the same terms and conditions as if they had continued to work.

## G. Restoration of Employment and Benefits

At the end of FMLA leave, unless certain exceptions apply, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

# H. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: (1) their rights and responsibilities in connection with such leave; (2) the Company's designation of leave as FMLA-qualifying or nonqualifying, and if not FMLA-qualifying, the reasons why; and (3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases of FMLA-qualifying leave, the Company and employee can mutually agree that leave will be retroactively designated as FMLA leave.

# I. Employee FMLA Leave Obligations

## 1. Employee Notice

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave in writing. The employee must notify their designated representative of the need for FMLA leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

## 2. Time of Notice

Employees must provide thirty (30) days' advance notice of the need to take FMLA leave when the need is foreseeable. When thirty (30) days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give thirty (30) days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

#### 3. FMLA Planning

When planning medical treatment, employees must consult with the Company and make reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatments to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and the employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the

Company's operations, subject to the approval of the employee's health care provider.

#### J. Medical Leave Certification

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA leave. There are generally three types of FMLA medical certifications: (a) initial certification; (b) recertification; and (3) return to work/fitness for duty certification.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests the employees to provide FMLA medical certifications, employees must provide the requested certifications within fifteen (15) calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company will provide employees seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

## 1. Initial Medical Certification

Employees requesting leave because of their own, or a covered relation's serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least thirty (30) days' notice of medical leave, they should submit the medical certification before leave begins. A new medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

#### 2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least fifteen (15) calendar days to provide medical recertification.

## 3. Return to Work/Fitness for Duty Medical Certification

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny restoration until employees provide return to work/fitness for duty certifications.

# 4. Military Family Leave Certifications

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the Company may require employees to provide: (1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or called to active duty status and the dates of the covered military member's active duty service; and (2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or covered service member confirming entitlement to such leave.

#### **K.** Anticipated Return Date

Employees must contact the Company periodically during their leave regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (i.e., within two (2) business days) of the employee's changed circumstances and new return to work date. If the employee gives the Company unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the Company's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

#### L. Substitution of Paid Leave

Non-exempt employees must use any accrued paid time off, including vacation pay, while taking FMLA leave. Please note that the substitution of paid time for unpaid FMLA leave does not extend the length of FMLA leave, and the paid time will run concurrently with an employee's FMLA entitlement.

Any and all questions regarding pay while on FMLA leave should be directed to the Company's Administrator.

# M. Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the Company notifies the employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a "pay-as-you-go" method. Employees should contact their designated representative to make these arrangements.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than thirty (30) days late. If an employee's payment is more than fifteen (15) days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that day. If employees do not return to work within thirty (30) calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstance beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

## N. Questions Regarding FMLA Leave

If you have questions regarding the Company's FMLA policy, please contact the Company's Administrator.

The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: (1) interfere with, restrain or deny the exercise of any right provided under FMLA; or (2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Company's Administrator. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation.

# SECTION XI DISCIPLINE POLICY

# 11.1 Discipline Authority

The Company reserves the right to bypass the disciplinary steps outlined below and base its disciplinary action on the severity, frequency, or any combination of infractions when circumstances warrant. The Company reserves the right to exercise its discretion in determining situations where immediate termination is justified.

#### 11.2 Offenses

This Handbook provides standard policies for specific offensives; however, the examples of specific offenses are not all-inclusive, and merely serve as a guide.

- Failure to call in an absence, unexcused absences or excessive absences or tardiness:
- Any conduct detrimental to the Company's clients/customers, fellow employees or Company operations.
- Unsafe driving.
- Failing to maintain a valid driver's license.
- Failure or inability to maintain automotive insurance.
- Interfering with the work of others, mischief or horseplay, unnecessary shouting or use of profane or abusive language.
- Neglect of work or failure to maintain required standard of performance.
- Failure to work cooperatively with others.
- Smoking in unauthorized areas.
- Careless use of Company property or equipment.
- Intentionally destroying, damaging or abusing Company property or the property of other employees or clients.
- Abusing personal use of telephones, fax machines or other communication devices.
- Prohibited use of Company computers or software.
- Disobeying orders or instruction of a supervisor or management personnel; Disorderly conduct;
- Use of abusive or threatening language towards a supervisor, clients, or other employees.
- Excessive garnishments.
- Reporting to work unfit for duty.
- Unauthorized sleeping during work hours.
- Willful disregard of Company rules and regulations.
- Using, marking or altering another employee's time sheets.
- Unauthorized use of Company property or equipment.

- Disclosing confidential or proprietary information to non-employees.
- Failure to report an accident, injury or equipment damage.
- Refusing to give testimony in an accident or incident investigation.
- Conduct violating moral decency, including sexual harassment.
- Harassment in any form, including verbal, written, physical and/or visual harassment.
- Gambling during work hours.
- Possessing, selling or being under the influence of alcohol or other controlled substances during work hours or on Company property.
- Carrying or possessing firearms, explosives or weapons on Company property.
- Dishonesty or dishonest action such as theft, making false statements to obtain a Company benefit or lying during a Company investigation.
- Other offensive, harmful or wrongful conduct that affects Company operations, the employee's job duties or performance or reflects negatively upon the Company.
- Disclosing any client/customer information or privileged information.
- Violation of the Company's confidentiality policy.
- Prohibited conflicts of interest; or
- Use of Company materials for personal gain.

# 11.3 Progressive Discipline

The Company will attempt to discipline employees progressively based on the following schedule and will document incidents of such discipline. However, unless superseded by a written employment agreement, the employee's employment is at-will and may be terminated at any time, for any lawful reason, with or without notice. As such, the Company may impose whatever sanction it determines appropriate. This policy does not guarantee the amount or kind of discipline an employee will receive for any individual incident. All incidents of discipline will be documented and placed in the employee's personnel file.

1<sup>st</sup> Offense Verbal warning 2<sup>nd</sup> Offense Written warning

3<sup>rd</sup> Offense Suspension without pay

4<sup>th</sup> Offense Termination

The Company specifically notes that employees who are within their 90-day introductory period are not entitled to progressive discipline.

# SECTION XII SEPARATION FROM EMPLOYMENT

## 12.1 Voluntary Separation

## A. Resignation

Resignation in good standing requires a minimum of two (2) weeks' notice. The Company reserves the right to waive the two (2) week period and make an employee's resignation effective immediately. Resignations must be in writing and submitted to the Company's Administrator.

Information regarding benefits and other terms of separation will be discussed during an exit interview. Once an employee submits his/her voluntary resignation, the employee cannot withdraw his/her resignation without an express, written agreement between the employee and the Administrator.

#### **B.** Abandonment

An employee who is absent from duty without leave for one (1) day without an approved reason is deemed to have resigned his/her position. An employee who abandons his/her position is not eligible for reinstatement.

#### 12.2 Termination

#### A. At-Will Termination

The Company reserves the right to terminate employees at any time and for any lawful reason, with or without notice.

## **B.** Disciplinary Termination

Termination is a serious disciplinary measure. An employee terminated for a disciplinary reason is not eligible for reinstatement or rehire.

## 12.3 Employment References

It is the Company's policy to limit information released to prospective employers to a confirmation of employment, dates employed, and position(s) held. Current employees are

prohibited from making any recommendation regarding a former employee to a third party either oral, written or on any social media site or any other means of electronic communication. Violation of this policy may subject the current employee to discipline, up to and including termination.

#### SECTION 13 – APPENDIX

# 13.1 <u>CONNECT LOGISTICS INC ATTENDANCE POLICY POINT SYSTEM</u> AMENDMENT

## **Purpose**

CONNECT LOGISTICS INC is a delivery company that is required to meet strict time deadlines. To meet those deadlines, CONNECT LOGISTICS INC, hereinafter referred to as "The company" deems all delivery personnel as "essential employees". The company requires that all employees arrive to work punctually and according to the posted work schedule. The company shall adopt the following attendance policy by which all employees must abide. The company recognizes that there are certain reasons why an employee may not be able to attend work, and as such, reasonable accommodations will be made; however, it is the employee's responsibility to request such accommodation *before* missing work.

#### **Definitions**

1. **Excused Absence**: An absence from work that is excused in writing by a medical provider, this includes FMLA leave; funeral leave with verification; or any other leave approved by Company Management. Circumstances often create issues where an employee arrives to work late.

Management will consider exigent circumstances as excused if the incident is verifiable.

- 2. **Unexcused Absence**: An absence in which the employee has not received prior authorization from Company management; an absence where no written medical documentation has been presented; any other absence determined by the company that was not necessary.
- 3. **No Call, No Show:** An unexcused absence where the employee failed to notify management, they would be absent. This includes calling off within two hours of the scheduled shift start time or arriving late (start-time is considered the commencement of the Stand-up Meeting).
- 4. **Tardy:** An employee arrives to work after the designated time he/she was supposed to report.
- 5. **Prime Time:** Certain dates, as designated by Amazon, where there are an extraordinary large number of deliveries.
- 6. Holiday: A recognized Federal or State Holiday.
- 7. **Exigent circumstances:** An unforeseen event which delays or impedes an employee's ability to arrive at work as scheduled.

#### **Policy**

Employees will accrue points according to the below listed chart for all unexcused absences and tardy incidents. These points will accrue on a yearly basis from January 1 until December 31. Disciplinary action for accumulating points is based on the following:

#### Points for absence

- 0.5 Point Tardiness in excess of Ten (10) minutes.
- 1.0 Point Unexcused Absence consisting of an entire shift or more than one (1) hour of a shift. Supersedes Tardiness.
- 1.5 Points Unexcused Absence which occurs on a Weekend (Friday, Saturday, or Sunday).
- 2.0 Points Unexcused Absence which occurs on a Holiday or Prime period. This also includes the time period from November 1 through December 31.
- 3.0 Points All No Call, No shows.

#### **Penalty**

- Four (4) Points: An employee who accumulates four points within a 90-day period beginning on the employee's date of hire will receive a written reprimand.
- Five (5) Points: An employee who accumulates five points within a 90-day period beginning on their date of hire will receive a one-week suspension (40) Hrs.
- Six (6) Points: an employee who accumulates six (6) points within a 90-day period beginning on their date of hire shall be terminated from Connect Logistics Corp.

Points shall "drop off" on the employee's every 90 days; however, the company shall reserve the right to issue a higher level of discipline to employees who have received prior disciplinary action due to attendance problems. This policy is designed to ensure that the company's goals are met and is not designed to deter an ill or injured employee from recuperating. If an employee is sick, stay home; if an employee needs time off, the company will work with that employee to find an accommodation that benefits both the employee and the company.