



# TEAM MEMBER HANDBOOK CALIFORNIA

EFFECTIVE: June 13, 2023

**Packers Sanitation Services, Ltd., LLC**

**DISCLAIMER: ALL TEAM MEMBERS OF PSSI ARE EMPLOYED AT-WILL AND MAY QUIT OR BE TERMINATED AT ANY TIME AND FOR ANY OR NO REASON. NOTHING IN ANY OF PSSI'S RULES, POLICIES, HANDBOOKS, PROCEDURES OR OTHER DOCUMENTS RELATING TO EMPLOYMENT CREATES ANY EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT. THIS HANDBOOK REPLACES ANY PREVIOUSLY ISSUED POLICIES, PRACTICES AND UNDERSTANDINGS, WRITTEN OR ORAL, GOVERNING EMPLOYMENT. NOTHING CONTRARY TO OR INCONSISTENT WITH THE LIMITATIONS IN THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT UNLESS: 1)THE TERMS ARE IN WRITING ; 2 )THE DOCUMENT IS LABELED "CONTRACT" OR " AGREEMENT"; 3) THE DOCUMENT STATES THE TERM OF EMPLOYMENT; AND 4) THE DOCUMENT IS SIGNED BY THE CEO OF PSSI.**

**OTHER THAN THE ARBITRATION AGREEMENT SET FORTH AS ATTACHMENT A OF THIS TEAM MEMBER HANDBOOK WHICH MAY ONLY BE MODIFIED, REVISED, OR TERMINATED IN WRITING SIGNED BY BOTH YOU AND THE COMPANY, THE COMPANY MAY AT ANY TIME, ADD, CHANGE OR RESCIND ANY POLICY OR PRACTICE AT ITS SOLE DISCRETION, WITHOUT NOTICE.**

### **TEAM MEMBER ACKNOWLEDGMENT**

**I ACKNOWLEDGE RECEIPT OF THE HANDBOOK AND UNDERSTAND THE HANDBOOK IS NOT AN EMPLOYMENT CONTRACT, AND I KNOW THAT MY EMPLOYMENT IS "AT WILL" AS DEFINED ABOVE.**

\_\_\_\_\_  
Team Member's Signature

\_\_\_\_\_  
Team Member's Name (please print)



To be the premier protection company committed to owning the standard of health and safety for all we serve.

## VISION

## MISSION

We ensure a safer food supply while helping team members and partners achieve their goals.

## VALUES



### SAFETY

#### PROTECT WHAT MATTERS

We are committed to the health and safety of our team members and set the standard of food safety for the protection of our customers' products and brands.



### INTEGRITY

#### DO AND SAY THE RIGHT THING

We speak with candor, act with transparency, follow through on our commitments and abide by our principles and values.



### TEAM

#### WIN AS A TEAM

We respect and value our team members, embrace diversity, and invest in their development through coaching and training.



### CUSTOMER

#### SERVE WITH PASSION

We strive to exceed our internal and external customers' expectations through open communication, relationships, and continuous improvement.



### ACHIEVEMENT

#### LEAD THE WAY

We manage our business to provide opportunities and stability for our team members, and bring value to our customers, owners and the communities we serve.

## **ACKNOWLEDGEMENT OF RECEIPT**

I acknowledge that I have received a copy of the Packers Sanitation Services, LTD., LLC. (“The Company”) team member handbook and acknowledge my obligation to read its contents. I understand that among other policies, it contains a policy against unlawful harassment and discrimination, including sexual harassment, the manner to report harassment, a no-retaliation policy, a progressive discipline policy, , and basic work rules. I have read these policies and agree to abide by them.

I understand that the handbook, which replaces all previous team member handbooks and/or other oral or written statements of employment policy, is provided for informational purposes only and is not a contract. I understand that the handbook is intended to provide an overview of the company’s personnel policies and does not necessarily represent all such policies in force. other than the Arbitration Agreement set forth as Attachment A of this team member handbook which may only be modified, revised, or terminated in writing signed by both you and the company. The company may at any time, add, change or rescind any policy or practice at its sole discretion, without notice. Nothing contained in this handbook constitutes a contract of employment or guarantees any particular right to me as a team member of PSSI.

I further understand that my employment and compensation are for no fixed term and may be terminated by the employer at any time with or without cause or notice, for any reason not prohibited by law. likewise, I may resign at any time. By signing this document, you allow the company to deduct anything owed to the company upon your separation with the company in accordance with federal, state, and local laws. I further understand and agree that no person other than the CEO has the authority to enter into any written or oral agreement different than what is stated herein and understand that my employment at-will relationship can only modified in a written agreement that states that it is a “contract of employment,” and is signed by the CEO.

### **Questions About Policy**

Any questions about this policy or a related matter should be referred to a team member’s Site Manager, Area Manager, Division Manager, Vice President, the Human Resources Department or call the team member customer care line, although we encourage team members to work with their managers first to the extent possible.

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Team Member Name (Please Print)	Emp. #	Plant Name/#	Dept. #
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Team Member Signature	Date
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# **YOU MUST BE 18 OR OLDER TO WORK AT PSSI.**



It is the policy of the Company not to employ minors for any position. In no event will the Company employ any person under 18. Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older until the individual graduates or is no longer enrolled.

I declare under the penalty of perjury under the laws of the United States of America that the foregoing is true and correct. I am:

I am over the age of eighteen (18); and

I am not enrolled in High School.

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Team Member Name (Please Print)

Emp. #

Plant Name/#

Dept.#

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Team Member Signature (Please Print)

Date

## **AUTHORIZATIONS, CONSENTS AND ACKNOWLEDGMENTS**

### **1. CONFIDENTIALITY AGREEMENT**

As a team member, I acknowledge that I may, in the course of employment duties, come in contact with Confidential Information, including, but not limited to: information concerning the Company's financial status, business practices, client-related information, trade secrets, and/or other non-public proprietary information that is maintained as confidential and is not readily available to the public. All Confidential Information must remain confidential and I understand all the Confidential Information is required to be returned to my employer upon departing employment.

By signing below, I acknowledge that any violation of such confidentiality policies may result in disciplinary action, up to and including termination by my employer. Further, I acknowledge and understand that nothing in PSSI's Confidentiality Policy is designed to interfere with, restrain, or prevent team member communications regarding wages, hours, or other terms and conditions of employment or any other rights protected by the National Labor Relations Act.

### **2. DRUG AND ALCOHOL TESTING**

I understand it is the policy of the Company to conduct drug and/or alcohol tests of job applicants, in compliance with the Drug Free Workplace Act, for the purpose of detecting drug and/or alcohol abuse. Team members who come to work under the influence of alcohol or drugs are a safety risk for themselves and other team members.

One of the requirements for consideration of employment at some Company locations is the satisfactory passing of pre-employment drug and/or alcohol test. I understand that favorable test results will not necessarily guarantee that I will be employed by the Company/organization.

If I am accepted for employment, I agree to take drug and/or alcohol tests when lawfully requested by the Company, and I understand that the taking of such tests is a condition of my continued employment. Testing can be mandated by our clients for pre-employment, post-accident and/or reasonable suspicion screening.

By signing this form, I give consent to the testing agency to release to the Company and other officially interested parties the results of my tests and other test-related information.

### **3. BIOMETRIC TIME CLOCK NOTICE**

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") AirClock™ time collection device. The AirClock is utilized in conjunction with the AsureForce® time and attendance Services to more efficiently capture time collection as well as effectively prevent buddy punching and other deceptive team member practices. These products create a facial biometric scan (a "face scan") of a person's facial features, like the distance between the eyes, nose and ears, based on a photo submitted to us through the use of these products. The photo and face scan are submitted to Asure solely in connection with such person's employment with PSSI. Asure collects, uses and stores these photos and face scans on our behalf to validate and authenticate our team member's time punch (in and out). All transmissions of face scans are encrypted and PSSI/Asure cannot use a face scan to recreate an image of any person.

Our Biometric Privacy Notice and Consent Form ("Policy") applies to persons in jurisdictions with Biometric Data Privacy Laws. Our Policy applies to our team members residing in jurisdictions with biometric data privacy laws which at the time of this publication include Illinois, Texas, and Washington, or any future jurisdiction that adopts such a law. The purpose of this Policy is to inform our team members residing in such states who use the AirClock in connection with their employment with PSSI about the following facts:

- a biometric identifier (face scan) is being collected and stored by Asure on behalf of PSSI;
- Asure collects, uses and stores this information solely in connection with your employment with PSSI;
- the purpose for Asure’s collecting this information is to provide time and attendance Services to PSSI that improves time collection, and to prevent buddy punching and other deceptive team member practices within PSSI’s organization;
- Asure collects, uses and stores this information for an individual team member for the period of time as directed required under applicable law.
- Asure will retain this information for as long as needed to fulfill the purposes outlined above or for a longer period of time as may be permitted or required under law, after which the face scan will be permanently destroyed;
- Asure and PSSI may disclose, redisclose or disseminate a person’s face scan in limited ways as permitted under applicable law such as with the person’s consent, the disclosure or redisclosure is required by state or federal law or municipal ordinance; the disclosure is required pursuant to a valid warrant or subpoena issued by a court of competent jurisdiction, or the disclosure is consistent with our general Privacy Policy (and permitted under applicable law).

In signing this form, you are authorizing PSSI and Asure or their agents to use your biometric information for the purpose described herein. If you wish to withdraw your consent at any time, this must be done in writing and sent to the PSSI at the following address: Vice President, Human Resources; 3681 Prism Lane, Kieler, WI 53812.

#### **4. WAGE DEDUCTION AUTHORIZATION AGREEMENT**

I understand and agree that PSSI, may deduct money from my pay from time to time for reasons that fall into the following categories:

1. my share of the premiums for the PSSI’s group medical/dental plan;
2. any contributions I may make into a retirement or pension plan sponsored, controlled, or managed by the PSSI; and
3. deductions required or for which PSSI is empowered to do so by state or federal law.

I agree that PSSI may deduct money from my pay under the above circumstances, or if any of the above situations occur in compliance with the laws of the State where I work. I further understand that PSSI has stated its intention to abide by all applicable federal, state, and local wage and hour laws.

#### **5. TEAM MEMBER ACKNOWLEDGMENT OF RECEIPT OF NOTICE REGARDING UNLAWFUL HARASSMENT AND DISCRIMINATION**

This will acknowledge that I received a copy of the Notice Regarding Unlawful Harassment, Discrimination, and Retaliation, and that I will comply with its requirements. I understand that under California law, I will be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

#### **6. RIGHT OF PUBLICITY RELEASE**

I hereby grant to PSSI the absolute and irrevocable right and unrestricted permission to use my name, likeness, image, voice, and/or appearance as such may be embodied in any photos, video recordings, audiotapes, digital images, and the like, taken or made on behalf of PSSI or its partners. I agree that PSSI has complete ownership of such material and can use said material for any purpose consistent with PSSI’s mission. These uses include, but are not limited to, videos, publications, advertisements, news releases, Web sites, and any promotional or educational materials in any medium. I acknowledge that I will not receive any compensation for the use of such images, video, likeness, etc. I hereby release and discharge PSSI, and its agents, representatives and assignees from any and all claims and demands arising out of or in connection with the use of my name,

likeness, image, voice and/or appearance, including any and all claims for invasion of privacy, right of publicity, misappropriation or misuse of image, and/or defamation. I represent that I am over the age of eighteen (18) years and that I have read the foregoing and fully understand its contents. This release shall be binding upon me, my heirs, legal representatives, and assigns. No modification of this agreement shall be of any effect unless it is made in writing and signed by all of the parties to the agreement.

**7. AUTHORIZATION AGREEMENT FOR ELECTRONIC PAY STUBS AND W-2 FORMS**

By signing below, I hereby authorize PSSI to submit my pay stub and W-2 to me electronically. I understand it is my responsibility to: (1) register online at [www.myadp.com](http://www.myadp.com) to access this information; and (2) review my pay stub to verify that it is accurate (e.g., team member name, address, hours worked, pay rate, gross wages, deductions, contributions, and net pay, etc.). I acknowledge, that I am solely responsible for the privacy of my ADP account and for maintaining the confidentiality of my user ID, password, phone number, and email account information.

I also understand I will no longer receive a paper copy of my pay statement unless I elect to receive paper copies by completing and returning an Authorization Agreement for Paper Pay Stubs and W-2, which can be requested by contacting the Corporate Payroll Department at 888-871-6335. I understand that I may elect to receive paper copies at any time by contacting the Corporate Payroll Department at 888-871-6335. I also understand that I may use a Company computer and printer to access and print free copies of my electronic pay stubs.

By signing below, I acknowledge that I have read, understand, and agree abide with the following policies/agreements: (1) Confidentiality Agreement; (2) Drug and Alcohol Testing; (3) Biometric Time Clock; (4) Wage Deduction Authorization; (5) team member acknowledgment of receipt of Notice Regarding Unlawful Harassment, Discrimination, and Retaliation, (6) Right of Publicity Release, and (7) Authorization Agreement for Electronic Pay Stubs and W-2 Forms.

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Team Member Name (Please Print)	Emp. #	Plant Name/#	Dept. #
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Team Member Signature	Date	Date
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## ATTACHMENT A

### **EMPLOYMENT AT-WILL AND ARBITRATION AGREEMENT**

By signing below, I acknowledge that I have received a copy of the Packers Sanitation Services, LTD., LLC. (“Company”) Team member Handbook and I will familiarize myself with its contents.

1. I acknowledge that nothing in the Team member Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the President of the Company.

2. I and the Company agree to utilize binding individual arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment, except to the extent I opt-out of certain portions of this arbitration agreement as set forth below. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, team members, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act (“FAA”), in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act’s other mandatory and permissive rights to discovery). The FAA applies to this Agreement because the Company’s business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. The only exceptions to binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers’ Compensation Act, Employment Development Department claims, or other claims that are not subject to arbitration under current law. I and the Company acknowledge that by signing or refusing to sign this Agreement, I make no representation or demonstration of support or rejection of concerted activity. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement).

3. Unless I have exercised my right to opt out of the terms of this Paragraph as provided for herein, I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other team members or parties, or permit such claims or controversies to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any

dispute regarding the scope or enforceability of this Agreement shall be resolved by a court, not by the arbitrator. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. This agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

4. In addition to any other requirements imposed by law, the arbitrator selected to hear claims under this Agreement shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8 shall apply and be observed. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Resolution of all disputes shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law.

5. Due to the nature of the class action waiver, the Company has provided me with the ability to opt out of the class action waiver set forth in paragraph 3 above. Accordingly, I acknowledge and understand that my agreement to waive the right to pursue or participate in the consolidation or joinder of other claims or controversies involving any other team members or parties, or have such claims or controversies proceed on a class or collective action, is voluntary and that execution of this document is not a condition of employment. I understand I may elect to opt out of the class action waiver and retain any right I may have to bring an action on a class or collective basis by sending written correspondence, via certified mail, to Amanda Vaassen – Vice President of Human Resources at: Packers Sanitation Services, LTD., LLC. PO Box 340, Kieler, WI 53812 clearly and unambiguously indicating that I opt out of the class action waiver contained within this Agreement. Correspondence must be received within thirty days of execution of this Agreement and, if not, the parties agree that the class action waiver is binding. I understand that I will be reimbursed for costs associated with the postage. Requests for reimbursement for such costs shall be made to Amanda Vaassen at the same address indicated above by providing a receipt demonstrating costs incurred with the mailing.

6. If any portion of this Agreement is deemed invalid or unenforceable, it shall not invalidate the other provisions of this Agreement subject to this provision. If any portion of the Class-Collective Action Waiver is deemed invalid or unenforceable, and certain claims are determined not to be subject to the Class-Collective Action Waiver ("Exempt Claim" or "Exempt Claims"), then the parties shall proceed as follows: (i) the parties shall arbitrate on an individual basis any non-Exempt Claim to the maximum extent permitted by law; and (ii) any party seeking to bring or maintain any Exempt Claim shall do so in court. Team member and Company agree that litigation of any Exempt Claim should be stayed pending final resolution of all non-Exempt Claims in arbitration so that litigation of the Exempt Claim(s) does not disrupt the arbitration proceedings or render them ineffective; no party shall oppose the other party's request for a stay. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, representative or other similar basis.

**MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I**

**FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT.**

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## ATTACHMENT B

### RELEASE AND WAIVER OF LIABILITY

1. **Release & Waiver:** For and in consideration of being permitted to perform work or services or provide materials at the direction Packers Sanitation Services, LTD., LLC. (“PSSI”) on the property of independent customers not associated with PSSI, I hereby voluntarily release, discharge, waive and relinquish any and all claims or actions for negligence causing personal injury, death or other damage which I may have against PSSI’s Customer, their officers, directors, agents, team members, insurers, successors and assigns (collectively “Customer”), or which may hereafter accrue to me, as a result of my performance of work or services on the Customer’s property.
2. **Assumption of Risk:** I understand that performance of work or services on the Customer’s property can result in personal harm, loss, damage, injury, or death. I accept these risks on behalf of myself and on behalf of my heirs, executors, and assigns. I understand that PSSI’s Customer does not warrant or guarantee that the physical location of their premises is safe or that any equipment to be sanitized or cleaned is in good and proper working order. It is my sole and personal obligation to ensure that the premises and equipment are safe and appropriate.
3. **Sole and Exclusive Remedy:** I understand that my sole and exclusive remedy for a work-related accident or injury on the premises of a Customer will be through PSSI’s Workers’ Compensation insurance program or through a claim against PSSI as specified by the laws in the State where the services are rendered.
4. **Beneficiary of Agreement:** This Agreement is made solely for the benefit of PSSI’s Customer and no other person shall have any right, benefit or interest under or because of this Agreement, except as specifically provided herein.
5. **Indemnification:** I agree to indemnify and hold PSSI harmless from any and all claims, demands or other liabilities arising out of or in any way connected with any negligence claim that I file against a PSSI Customer that triggers a duty to defend or indemnify the Customer through a contractual agreement between PSSI and the Customer.
6. **Severability:** The details of this Agreement are distinct and severable from each other. If any provision or any part of any provision of this Agreement is held invalid or unenforceable by any court, such holding shall not affect the validity or enforceability by any court such holding shall not affect the validity or enforceability of any other provision hereof, all of which shall remain in full force and effect.

By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability willingly and voluntarily. I am fully aware of the legal consequences of signing this agreement and have been afforded the opportunity to seek legal counsel regarding the same. By signing below, I understand I am waiving certain rights and assuming the risk of damage for my performances of services.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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## **Purpose of This Team Member Handbook**

This handbook is designed to acquaint you with PSSI (or “the Company”) and to give you a reference to answer many of your questions regarding your employment with us.

The contents of this handbook, however, constitute only a summary of the team member benefits, personnel policies, and employment regulations in effect at the time of publication. Other than the at-will and arbitration agreement contained in the handbook, this handbook should not be construed as creating any kind of “employment contract,” since the Company has the ability to prospectively add, change, delete or modify, policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement.

As provided in the Team member Acknowledgment and Agreement, employment at the Company is at-will and may be terminated by either the Company or the team member, with or without notice. Any lawful agreement that changes your at-will employment status must be explicit, in writing, and signed by the President of the Company and you, or your designated representative. Your at-will employment is not intended to interfere with, limit, or relinquish your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act. Moreover, nothing in this handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by the National Labor Relations Act.

This handbook supersedes any and all prior handbooks, written documents or oral representations that contradict the at-will nature of your employment.

The Company complies with all applicable state laws in the states where the Company does business. To the extent that any provision of this Handbook conflicts with a provision of the law, the Company will comply with the law.



# Let's Communicate

## **Team Member Relations Philosophy**

We are dedicated to continuing what we believe to be an excellent team member relations program. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and team member involvement. Over the years, the Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our team members. We will continue to look to you for ideas about how to improve all areas of our business - in areas like customer service, safety, efficiency, and team member relations.

We are a non-union operation, and we prefer to remain that way. Our status typically allows us to deal directly with our team members - rather than through a third party - and to treat each of you as individuals. We sincerely believe that a crucial part of our success, and of the job security for all of us, is in maintaining cooperative and harmonious relationships between the Company and all team members.

## **If You Have a Problem or Need to Make a report**

If you have any questions concerning your job or this handbook, you encounter any work-related problems, or need to report unsafe, illegal, or unethical conduct in the workplace, we encourage you to discuss your questions, problems, or reports with us. We cannot address any of your questions, concerns, problems, or reports unless we know about them.

If you have a problem, or need to make a report, please follow the below steps.

STEP 1: If you have a problem or need to make a report, please talk with your **immediate supervisor or site manager** as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.

STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.pssi.com

STEP 3: If you have not found resolution through speaking to you supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

We have an open-door policy which is intended to encourage and enable you to raise serious concerns internally so that PSSI can address and correct inappropriate or unlawful conduct and actions. It is the responsibility of all team members to report good faith concerns about any violations or suspected violations of law, regulations, policies, or codes of conduct that govern PSSI's operations.

The Company takes all concerns and problems seriously that are brought to its attention. We will receive a report of each complaint, and will work to address your concern, or resolve your problem, as soon as possible under the circumstances. PSSI may decide in some circumstances that in order to achieve an investigation's objectives, we must maintain the investigation and our role in it in strict confidence. If PSSI reasonably imposes such a requirement and a team member does not maintain such confidentiality, they may be subject to disciplinary action depending on the facts of each matter. PSSI will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination, whether evidence is in danger of being destroyed, or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

It is also contrary to the values of PSSI for anyone to retaliate against any team member who, in good faith, reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, suspected fraud, or suspected violation of any regulation governing the operations of PSSI, such as health and safety standards, or who refuses an order to work that violates any law, regulation, policy, or code of conduct. A team member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. You are encouraged to utilize this procedure without fear of retaliation. However, filing a false or fraudulent claim is a violation of the Company policy, and will result in disciplinary action, up to and including immediate termination.

### **Additional Contact Information**

Mailing Address: Packers Sanitation Services, LTD., LLC.  
PO Box 340  
Kielers, WI 53812

Phone Numbers: Questions about your pay check or benefits: (888) 871-6335.

# **I. INTRODUCTORY POLICIES**

## **Introductory Period**

In order that you and the Company have a fair opportunity to evaluate each other, the first ninety (90) calendar days of employment is an introductory period for training and orientation to the job. This period provides the opportunity to help the team member settle effectively into her/his new role, and ensure he/she achieves the required standards. The Company uses these ninety (90) days to evaluate your qualifications more carefully. Your performance on the job, your attitude, and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. During this introductory period, PSSI may choose to terminate your employment at any time without utilizing the progressive disciplinary procedures. After satisfactory completion of this period of training and orientation to the job, the newly hired individual becomes a regular “at- will” team member with his/her anniversary date being the original employment date. Successful completion of the introductory period does not guarantee employment for any specific duration. Nothing herein alters or changes your employment at-will relationship with the Company.

Former team members who re-apply for work and are hired will be treated as new team members and must complete an introductory period of ninety (90) calendar days.

## **Equal Employment Opportunity**

We are committed to providing equal employment opportunities to all team members and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), religion, color, sex (including childbirth, breast feeding, and related medical conditions), ethnicity, gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state, and local laws. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Anti-Human-Trafficking Policy**

The Company and the United States Government strictly prohibit the trafficking of persons. The Company is committed to a work environment that is free from human trafficking and slavery, which for purposes of this policy, includes forced labor and unlawful child labor. The Company will not tolerate or condone human trafficking or slavery in any part of our organization.

The Company also prohibits team members, subcontractors, subcontractor team members, and agents from engaging in practices relating to trafficking persons, including, but not limited to:

- Destroying or otherwise denying access to a team member’s identity or immigration documents;
- Using misleading or fraudulent practices to recruit team members, such as failing to disclose key terms and conditions of employment;
- Using recruiters who do not comply with federal, state, and local laws;

- Charging team member recruitment or application fees; and
- Harassing, blackmailing, or extorting another team member or person into recruiting for, applying to, or working at the Company.

The Company fully cooperates with the U.S. Government or other appropriate government authorities in audits or investigations related to such violations. Company team members are required to cooperate in any internal or external investigation of suspected wrongdoing under this Policy.

### **Mandatory Reporting Requirements**

Anyone who suspects a violation of this Policy by a Company team member, contractor, subcontractor, subcontractor team member, or agent concerning a potential violation of this Policy must report the concern immediately. The Company has established numerous reporting methods, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009, or you can submit a report online at [WeCare.pssi.com](http://WeCare.pssi.com);
- You may also contact our third-party compliance specialist by calling (888) 930-7089;
- You may report your concern to the National Human Trafficking Hotline by calling 1-888-373-7888; and
- You may report your concern to the Corporate Human Resources Department by calling (888) 871-6335 or emailing your report to [compliance@pssi.com](mailto:compliance@pssi.com).

### **Non-Retaliation Policy**

The Company will not tolerate retaliation against team members for raising concerns in good faith, even when no evidence is found to substantiate the report. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed. If you choose to identify yourself in the report, the Company will keep your name confidential to the extent allowable by law.

### **Discipline**

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

Violation of this Policy may also result in criminal prosecution of responsible individuals.

### **Requests for Accommodation**

The Company is committed to complying with the laws protecting qualified individuals with disabilities, as well as team members' religious beliefs and practices. The Company will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or team members' religious beliefs and practices to the extent required by law, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or practices, please notify your Site Manager or Corporate Human Resources. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with this policy, please notify the Company immediately, by speaking to the Corporate Human Resources Department. You are encouraged to utilize this procedure without fear of reprisal.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

## **Literary Assistance**

The Company will reasonably accommodate and assist team members with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Team members who need time off to participate in an adult education program for literacy assistance should inform your Site Manager or the Corporate Human Resources Department so arrangements can be made to provide unpaid time off or an adjusted work schedule. Team members may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave. The Company will make reasonable efforts to safeguard the team member's privacy.

## **Policy Against Unlawful Harassment, Discrimination, and Retaliation**

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful harassment and discrimination, including harassment or discrimination on the basis of race (including traits historically associated with race, such as hair, texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all team members of the Company, including supervisors and managers. It also applies to all customers, vendors and independent contractors as well as to all unpaid interns and volunteers. The Company prohibits managers, supervisors, and team members from harassing subordinates or co-workers as well as the Company's customers, vendors, suppliers, independent contractors and others doing business with the Company. In addition, the Company prohibits its customers, vendors, suppliers, independent contractors, and others doing business with the Company from harassing our team members, unpaid interns and volunteers.

Violation of this policy will subject a team member to disciplinary action, up to and including immediate termination. Additionally, under California law, team members may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation (meaning one's heterosexuality, homosexuality, or bisexuality). By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- unwanted sexual advances;
- offering an employment benefit (such as a raise, promotion or assistance with one’s career) in exchange for sexual favors, or threatening an employment detriment (such as termination, demotion, or disciplinary action) for a team member’s failure to engage in sexual activity;
- visual conduct, such as leering, making sexual gestures, displaying sexually suggestive objects or pictures, cartoons, or posters;
- verbal sexual advances, propositions, requests, or comments;
- sending sexually-related text-messages, videos or messages via social media;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations;
- physical conduct, such as touching, assault, impeding or blocking movement;
- physical or verbal abuse concerning an individual’s gender, gender transition, gender identity, or gender expression; and
- verbal abuse concerning a person’s characteristics such as vocal pitch, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a woman is too masculine.

Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- racial or ethnic slurs, epithets, and any other offensive remarks based on a protected characteristic;
- jokes, whether written, verbal, or electronic that are based on a protected characteristic;
- mocking or ridiculing another’s religious or cultural beliefs, practices, or manner of dress;
- threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- other verbal, graphic, or physical conduct;
- sending or posting harassing messages, videos or messages via text, instant messaging, or social media; and
- other conduct predicated upon one or more of the protected characteristics identified in this policy.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in an investigation of alleged wrongdoing in the workplace, includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;

- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity.
- Filing a good faith claim of worker’s compensation;
- Filing a claim for unemployment compensation;
- Assisting another team member who is engaged in any of these activities.

The Company is further committed to prohibiting retaliation against qualified team members who request a reasonable accommodation for any known physical or mental disability and team members who request a reasonable accommodation of their religious belief and practices. In addition, the Company will not penalize or retaliate against a team member who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or changes in the workplace to ensure the team member’s safety and well-being.

## **What Should You Do If You Feel You Are Or Have Been Harassed, Discriminated Against, Or Retaliated Against**

If you feel that you are being harassed, discriminated against, or retaliated against in violation of this policy by another team member, supervisor, manager, customer, vendor, independent contractor or third party doing business with the Company, you should immediately report this incident as follows:

- STEP 1:** If you have a problem or need to make a report, please talk with your **immediate supervisor or site manager** as soon as possible. Please provide specific examples describing your problem or report and share any ideas to improve your situation. Your immediate supervisor is the person responsible for what goes on in your immediate work area and may be in the best position to help you.
- STEP 2:** If you prefer not to speak with your immediate supervisor or site manager, contact the **Team member Customer Care Line** through the following:
- Toll Free Customer Care Line: (844) 880-0009
  - Web: WeCare.pssi.com
- STEP 3:** If you have not found resolution through speaking to you supervisor, site manager or the Customer Care Line, contact the **Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

In addition, if you observe harassment by another team member, supervisor, manager, or non-team member, please report the incident immediately to the individual(s) above. Appropriate action will also be taken in response to violation of this policy by any non-team member.

Supervisors who receive any complaint of harassment or discrimination must promptly report such complaint to the Site Manager or Corporate Human Resources Department at (888) 871-6335.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or

problems to our attention so that we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits team members from hindering internal investigations and the internal complaint procedure. PSSI may decide in some circumstances that in order to achieve these objectives, we must maintain the investigation and our role in it in strict confidence. If PSSI reasonably imposes such a requirement and you do not maintain such confidentiality, you may be subject to disciplinary action up to and including immediate termination. PSSI will take the following factors into account when requiring confidentiality: a witnesses' need for protection; a determination whether evidence is in danger of being destroyed or whether testimony is in danger of being fabricated; and the need to prevent a cover up.

If harassment continues, you must immediately report it to the Corporate Human Resources Department so the investigation can be reopened and addressed.

**Violation of this policy will subject a team member to disciplinary action, up to and including immediate termination.** Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, team members may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

## **Team Member Classification**

All team members are employed “at-will,” which means that they can be terminated at any time, with or without cause and with or without advance notice. Also, the team member may resign at any time for any reason.

The Company currently has the following team member classifications:

### **Full-Time Team Members**

Full-time team members are team members who are normally scheduled to work at least thirty (30) hours per week, as determined by the Company in its sole discretion. Full-time team members are eligible for the Company’s benefit package, subject to the terms, conditions, and limitations of each benefit program. As used herein, “full-time” is a general team member classification used by the Company for a variety of purposes. Team members not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

### **Part-Time Team Members**

Part-time team members are team members who are normally scheduled to work fewer than thirty (30) hours per week, as determined by the Company in its sole discretion. While part-time team



members receive all legally mandated benefits (such as workers' compensation insurance and Social Security), they are generally ineligible for the Company's discretionary benefit programs.

### **Temporary Team Members**

Temporary team members are team members who are employed to work seasonally, on special projects for short periods of time, or on a "fill-in" basis. These positions are not intended to be a part of continuing operations. The employment status of temporary team members will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary team members are not eligible for Company benefits, and temporary team members remain employed at-will at all times.

### **Non-Exempt Team Members**

Non-exempt team members include all team members who are covered by the overtime provisions of the Fair Labor Standards Act and California state law.

### **Exempt Team Members**

Exempt team members include all team members who are classified by the Company as exempt from the overtime provisions of the Fair Labor Standards Act and any applicable state laws (e.g., executive, administrative, professional, computer and outside sales exemptions). Exempt team members are expected to engage primarily in the duties outlined in their respective exemption. If you believe you are not primarily engaged in such duties outlined in your job description or believe your position does not meet an exemption based on your assigned duties, please consult with the Corporate Human Resources Department immediately. Your salary is paid to compensate you for all hours worked.

If you have any questions concerning your team member classification or the benefits for which you qualify, please consult with the Corporate Human Resources Department or the applicable benefit plan documents.

### **Meal Periods**

Except for certain salaried exempt team members, it is our policy to provide and afford all team members who work more than five (5) hours with an uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 5th hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should a team member work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by your Site Manager, team members must record the beginning and ending time of their meal period in the timekeeping system every day. It is also our policy to relieve such team members of all duty during their meal periods, with the team member being at liberty to use the meal period time as the team member wishes. You may leave the premises for your meal period if you desire. The Company schedules all work assignments with the expectation that all team members will take their duty-free meal periods and we encourage you to do so. Team members may be asked to confirm in writing that they have been relieved of all duty and otherwise provided all of their daily meal periods during the pertinent pay period, or in the alternative, identify any meal periods during which they were required to work. At no time may any team member perform

off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct a team member how to spend his or her personal time during a meal or rest period. Team members should immediately report a manager’s or supervisor’s instruction to skip or work during a meal period to your Site Manager or the Corporate Human Resources Department. The Company strictly prohibits retaliation against any team member who reports violation of the Company’s meal and rest period policies.

Waiver of Meal Period. Team members may waive their meal periods only under the following circumstances: If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor. If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day. Any time team members elect to waive a meal period they must submit a written request and receive prior written authorization from your Site Manager or the Corporate Human Resources Department. Team members may not waive meal or rest periods to shorten their work day or accumulate meal or rest periods for any other purpose.

On-Duty Meal Period. In limited situations, certain designated team members may be authorized to work an “on-duty meal period” when the nature of the team member’s duties prevent the team member from being relieved of all duty. Only if the nature of your job duties requires it, and you and the Company have agreed to an on-duty meal period in writing, will you be permitted to take an on-duty meal period. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

## **Rest Periods**

The Company provides all team members with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. Rest breaks will be provided as follows:

<b>Shift (Hours Worked in Day)</b>	<b>Number of Paid Rest Breaks</b>
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours	Continue under the above schedule

The Company generally will not authorize a rest period for team members whose total daily work time is less than three and one-half (3 ½) hours. Team members are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest periods or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, team members are not required to record their rest periods on their timesheets or timecards. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted rest period required by Company policy. However, no supervisor is authorized or allowed to instruct or allow a team member to waive a rest period, and rest periods cannot be used

to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by a team member without any coercion from a supervisor and the waiver is purely voluntary. Team members may be required to confirm that they have been provided an opportunity to take all of their duty-free rest periods during a particular pay period (including pay periods when or more rest periods have been voluntarily waived by you).

## **Recovery Periods for Team Members**

The Company provides all team members working conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Team members are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, team members are not required to record their cool-down periods on their timesheets or time cards.

It is also our policy to relieve team members of all duty during their cool-down periods. As such, no supervisor is authorized or allowed to instruct a team member to waive or skip a cool-down period, and they cannot be used to shorten the workday or be accumulated for any other purpose. Team members should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Corporate Human Resources Department.

## **Seating**

The Company provides suitable seating for team members when the nature of a team member's work reasonably permits. If you do not have seating at your work station and feel you need seating, please let your supervisor or the Corporate Human Resources Department know, and we will look into the situation to determine what can be done.

## **Lactation Break – California**

You have the right to request, and the Company will provide, accommodations required for team members to express breast milk as necessary. Team members should notify their immediate supervisor of the Human Resource Manager to request accommodations to express breast milk under this policy.

The Company will provide a reasonable amount of break time to accommodate a female team member's need to express breast milk for the team member's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt team members should clock out for additional lactation time taken that does not run concurrently with normally scheduled meal and rest periods, and such additional breaks will be unpaid. The Company additionally will provide team members with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the team member's work area, shielded from view, and free from intrusion while the team member is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the team member's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for

lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the team member's work area, shielded from view, free from intrusion while the team member is expressing milk, and has the other elements described above.

Team members should notify their immediate supervisor or the Corporate Human Resources Department if these accommodations are not being met. Team members have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.”

## **Lactation Break – San Francisco**

In addition to the foregoing lactation policy, the Company will provide a lactation location within close proximity to the team member's work area that is shielded from view and free from intrusion from co-workers and the public, is safe, clean, and free of toxic or hazardous materials, contains a chair and surface space (e.g., a table or shelf) for a breast pump and other personal items, and has access to electricity. The Company will additionally make a reasonable effort to provide, within close proximity to the team member's work area, a refrigerator where the team member can store breast milk and access to a sink with running water.

Team members have a right to request an accommodation for their lactation. Team members should contact their immediate supervisor or the Corporate Human Resources to request a lactation accommodation under this policy. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process with the team member to identify possible accommodations and provide a response within five (5) business days of a team member's request for a lactation accommodation. The Company does reserve the right to deny a team member's request for a lactation break if the additional break time will seriously disrupt operations. In such a case, the Company will provide the team member a written response that identifies the basis upon which the Company has denied the request for accommodation.

If you believe that you have been treated in a manner not in accordance with these policies, please notify the Company immediately by speaking to the Corporate Human Resources. You are encouraged to utilize this procedure without fear of retaliation.

## **Immigration Compliance**

It is the policy of the Company to only hire persons who are authorized to work in the United States. The Company will comply with worker eligibility as outlined in the Immigration and Nationality Act. Every new team member must complete an I-9 on the first day of work or before; supporting documents must be provided within three days from beginning work. The Company participates in the USCIS E-Verify program requiring that the team member provide a social security number in the course of completing the I-9.

We retain a Form I-9 for all current team members, unless the team member has had continuous employment with us pre-dating November 7, 1986. For terminated team members, the

Company will keep the I-9 form on file for at least 3 years from the date of employment or for 1 year after the team member leaves the job, whichever is later. All I-9 forms are retained at the Company headquarters.

The Company complies with the INA's I-9 requirements and demonstrates a "good faith" effort in not knowingly hiring or continuing to employ an illegal alien by doing the following:

- Ensuring all team members timely complete the I-9.
- Examining the form to make sure it is properly completed and legible.
- Following document retention requirements.
- Verifying, on the I-9 form, that the employer has seen original unexpired documents establishing identity and work authorization for all new team members, U.S. citizens, and noncitizens alike.
- Reasonably assessing the document's validity. The Company accepts documents that appear to be genuine and relate to the person presenting them.
- Accepting any valid documents presented by the team member on the "List of Acceptable Documents." We do NOT ask for more documents than those required and do not demand to see specific documents.
- Terminating team members who fail to produce the required document(s) or receipt for a replacement document within three business days of the date employment begins.

The Company does not accept photocopied documents for I-9 purposes from the team member. The Company photocopies the original identification documents and attaches those to the team member's Form I-9.

The Company uses E-Verify to verify new team members regardless of national origin or citizenship status. By using E-Verify, the Company requires that a Social Security number is listed, a photo identification document is provided, the I-9 and that it is filled out correctly and properly signed and dated.

The Company regularly conducts I-9 audits and adheres to a third party I-9 audit when requested by our clients. These audits are intended to verify the compliance of existing I-9 Forms and uncover problems in procedures that may require correction to help ensure future compliance.

## **Background Screening**

To ensure that team members of the Company continue to be qualified, to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment, or retention, the Company reserves the right to conduct background screening on all of its team members. Background screening is a sound business practice that benefits everyone; it is not a reflection on any particular team member.

Should you have any questions regarding the Company's background screening policy, please contact the Corporate Human Resources Department.

## **Job Transfer Policy**

Team members may apply for a transfer opportunity provided they meet the following eligibility requirements:

1. Meet the minimum eligibility requirements for the open job that you seek to transfer into.
2. Be able to perform the essential functions of the open job with or without reasonable accommodation.
3. Complete and return a voluntary transfer form to the human resources department.

Team members interested in transferring can contact Human Resources or the hiring manager for additional job information. If the team member so requests, Human Resources will keep their inquiries regarding a posted position confidential.

Transfers typically take effect within 4 weeks, but usually no later than 6 weeks, after a team member's acceptance of an open position. Factors such as the urgency to fill the position, status of the team member's present workload, and difficulty in filling the team member's present position are to be considered in determining a transfer date.

The Company may require team members to transfer to specific positions based on business needs and conditions.

## **Re-Hire Policy**

Generally, former team members of the Company who left in good standing are eligible for immediate rehire. A former team member whose employment was involuntarily terminated or who resigned in lieu of termination for such reasons is ineligible for re-employment for a minimum period of six-months. After a six-month break in service, a team member who has been involuntary terminated may be considered for employment, unless the team member had been terminated for gross misconduct to be determined in the sole discretion of PSSI.

## **Disease Policy**

Many diseases are contagious and can be transmitted between humans even before symptoms develop. The best way to prevent the spread of contagious diseases is through good hygiene and for the affected person(s) to stay home and away from work, school and other people until the disease has run its course.

Other communicable diseases that we need to be aware of include: Chicken Pox, Mumps, Measles, Tuberculosis, Avian Flu, Hepatitis A, Noroviruses, Salmonella Typhi, Sapoviruses, Shigella species, Staphylococcus aureus, Streptococcus pyogenes, MRSA and Scabies. You must also report to us if you have diarrhea, vomiting, open skin sores, boils, fever, or jaundice.

The Company is in the business of providing sanitation services to our clients to help them produce the highest quality, safest and most sanitary foods available today. It is our duty as subcontractors to ensure that our work force is healthy while working in their facility.

Our policy on contagious disease is that if a team member is sick due to one of the contagious diseases listed above, that person should not be at the worksite and they will be given an excused absence until they are no longer contagious. Team members are required to provide a doctor's note

and fit for duty form before returning to work. Anyone attempting to come to work while still contagious is in violation of the Company policy and is subject to disciplinary action, up to and including termination.

## **Pandemic Policy**

### **Purpose**

Packers Sanitation Services, Inc. Ltd, (“PSSI” or “Company”) strives to provide a safe and healthy workplace for all team members. This pandemic policy outlines our overall response to a pandemic outbreak and our emergency preparedness and business continuity plan. It outlines specific steps PSSI takes to safeguard team members’ health and well-being during a pandemic while ensuring PSSI’s ability to maintain essential operations and continue providing essential services to our customers. In addition, it provides guidance on how PSSI intends to respond to specific operational and human resource issues in the event of a pandemic.

### **Pandemic Defined**

According to federal Centers for Disease Control (“CDC”), the Occupational Safety and Health Administration (“OSHA”), and other organizations that monitor public health threats, a pandemic is a global outbreak of disease that occurs over a wide geographic area and affects an exceptionally high proportion of the population. A pandemic will be declared by PSSI management, in conjunction with the CDC and local health and human services department.

Pandemic viruses/diseases pose the most serious global threats to public health and our economy. It conceivably can cost billions of dollars in productivity losses resulting from absenteeism, payouts of sick leave or workers' compensation, and lost sales; disrupt transportation and communication services on which we all depend; and impede delivery of necessary goods and services. Inability to predict when such a disease might strike and with what severity makes it incumbent on PSSI to consider how our business might be affected and to articulate what needs to be done to respond to an outbreak.

### **Identification of Essential Personnel**

PSSI is identified and designated as an essential employer. We acknowledge, however, that even essential personnel might become ill and unavailable to work. PSSI and our customers have devised and agreed on back-up arrangements, as well as, equip our team members with necessary resources including, but not limited to, Personal Protective Equipment (“PPE”) and social distancing measures.

### **Remote Work Locations (Corporate)**

PSSI acknowledged that during a pandemic, local, state, or federal authorities might prohibit or severely curtail individuals’ access to and use of public services and public transportations close or prevent access to building or public highways isolate or quarantine buildings’ occupants and prevent inner- or intrastate delivery of goods and services.

We cannot predict and have no control over such authorities' actions and acknowledge our legal duty to comply with outside authorities' directives.

We are prepared to continue key operations from a number of remote work locations, including essential team members' home offices. We have installed resources necessary for off-site telecommuting operations. In addition, we have designated a secure Web site through which essential personnel can communicate with each other and outside authorities.

### **Pandemic Remote Work Policy**

In the event a pandemic is declared, team members will be promptly notified by their direct supervisor/manager. If the position allows for it, PSSI will provide team members with the necessary technology and equipment that allows them to complete the essential functions of their job remotely.

### **Office Closure due to Outbreak**

All team members will be notified by their direct supervisor/manager of office closures and procedures that will take place due to outbreak. Team members will be asked to stay home until the office is cleared to open. If a team member cannot make it into work when the office is cleared to open, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only.

### **School Closure due to Outbreak**

Team members will be asked to notify their direct supervisor/manager in the event their child's school closes due to outbreak. If team members need to stay home with their child during this closure, they will be authorized to work remotely to complete the essential functions of their job if the position is authorized to do so and will be paid for hours worked only.

### **City/Local Travel Closure/Restrictions due to Outbreak**

All team members will be responsible for notifying their direct supervisor/manager in the event they are unable to come to work due to city closure/restrictions. All team members will be asked to stay home until the city ordinance has been lifted. If a team member cannot make it into work when the closure/restriction is lifted, they are to inform their direct supervisor/manager immediately. If the position allows for it, team members may complete the essential functions of their job remotely and will be paid for hours worked only.

### **Time Keeping Procedures when Working Remotely**

Hourly team members authorized to work remotely on a Company issued device, will be expected to accurately record their hours in the timekeeping system, with details of work performed. Unless approved by your direct supervisor/manager, hours may only be worked during the closure.



Hours worked that are not pre-approved by your direct supervisor/manager are subject to progressive disciplinary action, up to and including termination.

Salary team members authorized to work remotely on a Company issued device, will be responsible for completing all tasks assigned and attending conference calls as scheduled. Please note that not all positions offer the ability to work remotely.

If the office opens within the same pay period, team members may choose to do the following during the current work week: (1) make up hours as scheduling allows, (2) voluntarily choose to use vacation time for hours not worked, or (3) take unpaid time off work.

### **Infection-Control Measures**

PSSI takes numerous steps to minimize the practicable exposure to and spread of infection in the workplace, which is an ideal site of contagion because of worker's close proximity to one another. As appropriate, PSSI recommends measures that team members can take to protect themselves outside the workplace and encourages all workers to discuss their specific needs with a family physician or other appropriate health or wellness professional.

PSSI expects team members who contract the virus/disease or have been exposed to the virus/disease to contact their manager immediately before returning to work and seek medical attention as necessary

### **Pandemic Leave Policy**

#### **Confirmed Case**

In the event a pandemic is declared, PSSI grants immediate administrative leave to team members as follows:

- Team member is confirmed to be infected with the illness
- Team member's immediate family member or a member of your household is confirmed to be infected with the illness
  - Immediate family member is defined as spouse, domestic partner, child, father, mother, sister, or brother

Team members will be required to provide written document from a medical care provider confirming their need for the time off due to the illness. A valid doctor's note must include the following information:

1. Date of Visit
2. Estimated time off
3. Confirmation of pandemic illness diagnosis
4. Follow up appointments if necessary
5. Doctor's signature and date

If the note does not contain the above information, the absence may be considered unexcused and unpaid until a corrected doctor's note is received. Anyone attempting to come to work while knowingly still contagious is in violation of the Company policy, and will be subject to disciplinary action, up to and including termination. In considering disciplinary action under this policy, the Company will engage in the interactive process and consider reasonable

accommodations for employees who might be disabled under the ADAAA or any relevant state, local, or municipal legislation.

Team members eligible for the Company's Short-Term Disability ("STD") and/or Long-Term Disability ("LTD") plan may qualify for STD/LTD benefits due to illness. Team members should contact the Benefits Department for more information. All plan provisions for STD/LTD will apply.

### **Family Medical Leave Act ("FMLA") and Non-FMLA**

Team members confirmed to be infected with illness or are absent from work to care for an immediate family member confirmed to be infected with the illness, may be eligible for FMLA or Non-FMLA. Team members should notify the Corporate Human Resources department as soon as possible for the need for leave. See employee handbook to review FMLA and Non-FMLA policies.

Abuse of the pandemic leave policy may lead to progressive disciplinary action, up to and including termination. The Company reserves the right to review and make changes to the Pandemic Policy without notice, due to updated pandemic conditions.

### **Confidentiality/Privacy**

Except for circumstances in which the Company is legally required to report workplace occurrences of communicable disease, and/or the individual provides a written authorization to disclose his or her diagnosis to coworkers, the confidentiality of all medical conditions will be maintained in accordance with applicable law and to the extent practical under the circumstances. When it is required, the number of persons who will be informed that an unnamed employee has tested positive will be kept to the minimum needed to comply with reporting requirements and to limit the potential for transmission to others. The Company reserves the right to inform other employees that an unnamed co-worker has been diagnosed with the pandemic illness/disease if the other employees might have been exposed to the disease so the employees may take measures to protect their own health. The Company also reserves the right to inform subcontractors, vendors/suppliers or visitors that an unnamed employee has been diagnosed with pandemic illness/disease if they might have been exposed to the disease so those individuals may take measures to protect their own health.

### **Employment of Minors/High School Students**

It is the policy of the Company not to employ minors for any position. In no event will the company employ any person under the age of eighteen (18). Additionally, the Company will not employ any individuals currently enrolled in high school, even if the individual is 18 or older, until the individual graduates or is no longer enrolled.

Any team member who suspects a minor or high school student is working for the Company must report this violation immediately. The Company has established numerous reporting methods that can be used to report a concern, including anonymous hotlines operating 24 hours a day, seven days a week, run by independent, third-party providers.

- You may contact the Team Member Customer Care Line toll-free by calling (844) 880- 0009 or submit a report online at [WeCare.pssi.co](https://www.pssi.com/WeCare); or
- You may also contact our third-party compliance specialist by calling (888) 930-7089 or
- You may also contact the Corporate Human Resources Department by calling (888) 871-6335 or emailing your report to [compliance@pssi.com](mailto:compliance@pssi.com).

The Company will not tolerate retaliation against team members for raising concerns in good faith. In submitting a report, you may remain anonymous or choose to identify yourself and provide contact information so the Company can contact you directly if additional details are needed.

Any team member determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any team member, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including immediate termination.

## **II. WHAT YOU CAN EXPECT FROM US**

### **Company Benefits**

The Company provides the following benefits to eligible team members. The Company reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to team members.

### **Your Pay**

We distribute paystubs electronically on a weekly basis each Friday, unless you opt to receive paper paystubs or state law indicates otherwise. Team members should review and verify pay information on a regular basis so any necessary changes can be made as soon as possible. Any questions about the amount of your pay or deductions should be brought to the attention of the **Corporate Payroll Department** immediately by calling (888) 871-6335. Team members who have lost their paper paycheck must immediately report the loss to their Site Manager. The team member will be responsible for any charges incurred for stop-payment process by the bank unless otherwise prohibited by law.

Team members who would like their paychecks directly deposited into a bank account of their choosing should request a direct deposit form from their Site Manager. The Company encourages direct deposit to ensure timely delivery of payroll in the event of unseen problems in the mail delivery.

The workweek starts on Monday at 1:00 p.m. and runs through Monday at 12:59 p.m..

For upper management-level and Corporate Office staff, the pay period is on a biweekly schedule and payday is every other Friday.

### **Expense Policy**

Certain Company team members may be authorized to incur reimbursable expenses on behalf of the Company. All such expenses must be pre-approved by the Company.

Moreover, all expenses must be documented with receipts. Only those pre-approved expenses incurred on behalf of the Company for legitimate business purposes will be reimbursed. Reimbursement forms with receipts or other substantiating documentation should be submitted within 120 days or the reimbursement will be forfeited, unless otherwise prohibited by law. Reimbursements will be issued promptly, but in no case later than 60 days following the approval of the expense.

Reimbursements under this policy are intended to comply with Internal Revenue Code Section 409A and all provisions of this Policy shall be construed in a manner consistent with the requirements for avoiding taxes or penalties under Section 409A. The Company will not be liable for any taxes or penalties on any reimbursements.

Any team member who abuses this policy by submitting fraudulent expenses, or otherwise, will be subject to disciplinary action up to and including termination of employment.

## **Payroll Deduction**

Normal payroll deductions for federal and state income tax, FICA, and Medicare will automatically be deducted from a team member's paycheck based on information they provide to the Company. Other payroll deductions required or permitted by law (e.g., garnishments and child support) will also be made when appropriate.

## **Timekeeping Procedures**

PSSI utilizes facial recognition technology software through the Asure Software ("Asure") AirClock™, a facial recognition biometric timekeeping system, which can verify the team member's identity. PSSI will use Asure to track team members' attendance and time.

### **Procedures**

To punch in, the team member follows two simple steps:

- (1) The first time a team member punches using the AirClock, they will go through a 1 ½ minute onscreen biometric training process.
- (2) Once the team member is trained, they can punch in using their ID number. The system utilizes the face detection and verification algorithms to choose the best image to be submitted to the cloud-based Asure Force system.

Report any problems when clocking in or out and hours worked not entered into the biometric time and attendance system to your supervisor/manager immediately.

### **Missed Punches**

Team members who do not punch in or out at the required time shall do so as soon as possible and then notify their supervisor or manager. If there is a legitimate reason, the supervisor or manager shall notify the appropriate personnel with the pertinent information for correction on the time-keeping software. Simply "forgetting" to clock in and out will not be a legitimate excuse and may be cause for disciplinary action, up to and including termination.

### **Timekeeping Violations**

Team members shall be subjected to discipline, up to and including termination, for any violations including, but not limited to:

- any attempt to tamper with timekeeping hardware or software;
- falsification of information, whether intentional or unintentional;
- attempting to clock in or out for any other team member;
- interfering with other team members use of any timekeeping equipment or forms;
- any action, whether intentional or unintentional, which damages or causes to damage any timekeeping equipment;
- having access to any timekeeping software without the express permission of the Site Manager;
- interfering with any investigation concerning any timekeeping issues;

- attempting to view any other team members records;
- attempting to download any records from any machine.

### **Disputes**

- In the case of a timekeeping dispute, the team member shall make written notice of problem and submit to the Site Manager.
- If no malfunction or other mechanical problem is found with the device in question and no other evidence can substantiate the team member's claims, the records recorded by the timekeeping device shall be considered final.

### **Other Timekeeping Rules**

Unless otherwise notified, each team member is required to accurately record his or her hours of work for PSSI, through the use of a time card, an electronic timekeeping system, or a hand-written record. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor prior to processing your paycheck for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws.

“Off clock” work time is not permitted. If any manager or supervisor directs you to or suggests that you should perform work while not “on the clock,” you must notify the Site Manager immediately. Similarly, non-exempt team members are not permitted to perform work after hours or from home without specific direction from their supervisor, and in the event such work is authorized, all time spent working must be reported on the team member’s time record.

You must punch in/out for the following periods:

- Punch in immediately before donning your personal protective equipment (“PPE”). Once you have punched in, this act starts the continuous workday and you are expected to immediately proceed to your work station once you have completed donning your PPE.
- Punch out immediately after finishing work before a meal period/lunch break. In plants that disallow PPE in the break area, team members are required to doff PPE before punching out for all meal periods to comply with welfare area procedures or cross contamination issues. In facilities that permit PPE in the break area, team members are not required to doff their PPE before a meal period/lunch break. Team members at these facilities may doff and re-don their PPE during rest and meal periods, but this doffing and re-donning time is not compensable, as PSSI does not require it, and such activity would be purely for the team members’ comfort.
- Punch in before re-donning your PPE in those plants that disallow PPE in the break area and/or before returning to your work station after a meal/lunch period.
- Punch out after doffing your PPE at the end of the workday.

While PSSI recognizes that it may take some team members slightly longer to don, doff, and walk to and from one’s work station than other team members, all team members are expected to don, doff, and walk in a reasonably efficient and timely fashion. Those who fail to do so may be subject to discipline up to and including termination. In some PSSI facilities, team members may be permitted to don and doff their PPE at home. If this is permitted at your PSSI facility, you may arrive at work in your PPE and you may depart from work in your PPE. If you choose this option, any time spent donning and doffing the PPE at your home will be non-compensable, as you will not be donning and

doffing on-site. Again, this is a purely voluntary choice that you may have depending upon the facility at issue.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your Site Manager before working overtime or hours beyond your regular work schedule. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing-in/clocking-in more than seven (7) minutes before the start of a scheduled shift or signing-out/clocking-out more than seven (7) minutes after the end of a scheduled shift without prior approval is unacceptable. You are not permitted to punch in early so that you may don your PPE and then “wait” for the workday to begin. Team members who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their Site Manager are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time card or time record must be initialed by you and your Site Manager. Under no circumstances may any team member punch or record another team member’s time card. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member’s time, or violates any time recording procedure is grounds for disciplinary action, up to and including termination.

In the event any of the above mentioned policies conflict with state law, state law will be followed.

## **Overtime and Work Schedule**

Work schedules vary by location; however, team members are informed of their regular work schedule upon hire. Team member schedules may be changed due to the Company’s and clients’ needs.

The Company may periodically schedule overtime or weekend work in order to meet our business needs. We will attempt to give as much advance notice as possible, and we expect that all team members who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor’s approval may result in discipline, up to and including termination.

Your supervisor will inform you of the hours you are to work. Due to changing needs of our customers, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign team members to a different shift where it is necessary for the efficient operation of the Company.

Time off requests are due two (2) weeks before the requested time off. The request is reviewed and subject to approval by the Manager. The team member will be notified if the request is denied.

## **Paid Holidays**

After completion of the introductory period (except as provided below), full-time team members will receive specific holidays as outlined in the individual plant contract off with pay (based on regular hours worked per location) any time they fall on a normally scheduled work day for the team member. However, the Company reserves the right to change or eliminate paid holidays with prior notice. The following are generally the paid holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking a pre-approved vacation on those days. Holiday pay does not count as "hours worked" for purposes of calculating a team member's entitlement to overtime during the week in which the holiday occurs.

Some plants may be open on a holiday due to business necessity and/or per their specific contract. If the plant in which the team member is working does not observe a particular holiday, the team member may not be eligible to receive holiday pay for that specific day. In some cases, team members may have to work on a holiday for business necessity. In those cases, team members will be given as much advance notice as possible if they are required to work on a holiday, although advance notice may not always be possible. Team members asked to work on a holiday will only receive their normal rate of pay for work performed on a holiday.

The Company reserves the right to designate which days will be recognized as paid holidays in lieu of the day on which the holiday may occur. Further, if a holiday falls on a weekend, the Company may choose to issue holiday pay rather than designating an alternative day off. Part-time and temporary team members are not eligible for holiday pay.

Exempt team members will not receive additional holiday pay, but rather will be paid their regular salary for the week in which a holiday falls.



## Paid Vacation

The Company provides vacation benefits to all regular full-time team members. Vacation benefits do not accrue during the first twelve (12) months of employment. Beginning the first day of the team member's second year of employment (first day of 13th month), vacation will be accrued as follows, subject to the indicated accrual caps:

Team member's Continuous Length of Service	Amount of Monthly Accrual	Amount of Vacation Days Accrued per Year	Maximum Accrual Cap
0 – 12 months	0	0	
2nd year	.417	5 days (40 hours)	
3rd – 5th years	.833	10 days (80 hours)	15 days
6th – 10th years	1.25	15 days (120 hours)	23 days
11th – 25th years	1.67	20 days (160 hours)	30 days
26 <sup>th</sup> year and thereafter	2.08	25 days	38 days

The Company will use your anniversary date of hire when determining length of service. Vacation time is not earned until full completion of each year of service, on the team member's anniversary date of hire. Team members may not use vacation time before it is earned.

Vacation may not be accrued in excess of the maximum accrual cap for a team member's continuing length of service. Once a team member's unused and accrued vacation reaches the maximum cap, the team member will not become eligible for any additional time except to the extent that the prior vacation time has been used. **In other words, team members with less than 10 years of service may not accrue more than 15 days of vacation at any time, and team members with 10 – 24 years of service may not accrue more than 20 days of vacation at any time.**

Consult the Human Resources Department for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives while on vacation may vary according to the compensation plan of the team member. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you receive prior approval from your supervisor.

Vacation time is given to team members so that they are better able to perform their jobs when they return. For this reason, we require team members to take their vacation and we do not permit team members to take pay in lieu of time off.

In addition, team members who are out on a leave of absence do not accrue vacation time while they are on their leave. Vacations must be scheduled and approved by your supervisor at least two weeks in advance. Also, the Company, at its sole discretion, may require you to take your

vacation at a particular time, and may also refuse a team member's application for vacation. We pay all accrued but unused vacation pay when a team member leaves the Company.

## **Paid Sick Leave – California**

The Company provides paid sick leave to team members who have worked thirty (30) or more days in California within a year of their employment with the Company. The sick leave year runs from anniversary to anniversary. Eligible team members will receive twenty-four (24) hours or three (3) days of paid sick leave each year. Beginning on the 90th day of employment, team members may begin to use paid sick leave. This benefit does not accrue. Unused sick time will not be carried over from year to year. At the beginning of each year, team members will be granted the full twenty-four (24) hours or three (3) days of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the team member or the team member's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Corporate Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Team members requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Corporate Human Resources Department.

## **Paid Sick Leave – Los Angeles**

The Company provides paid sick leave to team members who, on or after July 1, 2016, have worked for 30 days or more within a year from the commencement of employment with the Company ("Eligible Team member"). The sick leave year runs from anniversary to anniversary. Eligible Team members will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 72 hours of paid sick leave. Beginning on the 90th day of employment Eligible Team members may begin to use paid sick leave as it is accrued, up to a maximum of 48 hours of paid sick leave per year. Any accrued but unused sick leave at the end of the year will carry over to the following

year up to a maximum of 72 hours of paid sick leave. Sick leave cannot be taken in increments of less than two (2) hours.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventative care for, the team member or the team member's family member, or for any individual related by blood or affinity whose close association with the Eligible Team member is the equivalent of a family relationship. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Hourly team members shall receive their regular rate of pay for sick leave taken under this policy. Team members paid on a salary basis shall receive a daily pro rata amount of their salary for sick leave taken under this policy. Consult the Corporate Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Eligible Team members must make an oral or written request for paid sick leave. Team members requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. The Company will not provide compensation to an Eligible Team member who has accrued unused sick days upon termination, resignation, retirement, or other separation from employment. If an Eligible Team member separates from the Company and the Company rehires the Eligible Team member within one year from the date of the Eligible Team member's separation, the Company will reinstate the Eligible Team member's previously accrued and unused paid sick time.

Team members are encouraged to request leave under this policy without fear of retaliation. The Company will not take any adverse action against team members who exercise their rights provided under this policy. However, team members who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Corporate Human Resources Department.

## **Paid Sick Leave – San Francisco**

The Company provides paid sick leave to all team members of the Company. The Company advances eligible team members 24 hours or three (3) days of paid sick leave each year. A Team member's accrual halts until he or she has worked enough hours needed to accrue the upfront amount (typically 720 hours), at which point the team member resumes accruing sick leave at a rate of one (1) hour for every 30 hours worked, up to a maximum accrual of 72 hours or nine (9) days. Sick leave may not be accrued in excess of the applicable maximum accrual cap. Once your unused and accrued sick leave reaches the maximum cap, you will not become eligible to accrue any additional sick leave until prior sick time has been used and your accrued balance falls below the maximum accrual cap. Beginning on the 90th day of employment, eligible team members may begin to use paid sick leave as it is accrued. If a team member separates from the Company before the 90th day of employment and is rehired by the Company within one (1) year from the date of separation, all prior days of employment shall count toward the ninety (90) days of employment, after which the team member may use paid sick leave as it is accrued. At the beginning of each year, if the team member's sick balance is below 24 hours, the Company will advance the difference to provide the team member a total of 24 hours or three (3) days of paid sick leave. Team members may not use accrued paid sick leave in increments of less than one (1) hour. Unused sick leave will carry over to the next year, up to a maximum of 72 hours or nine (9) days of accrued paid sick leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition, illness, or injury of, or preventive care for, the team member or the team member's family member. This includes time off in connection with a bone marrow and/or organ donation by a team member or a team member's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age and including a child of a domestic partner), parent (including a parent-in-law), grandparent, grandchild, or sibling. These relationships include not only biological relationships but also relationships resulting from adoption, step-relationships, or foster care relationships. If a team member has no spouse or registered domestic partner, the team member may designate one person for whom they may use paid sick leave to provide aid or care. New team members will be given the opportunity to make this designation at the time of hire, and will have ten (10) working days to inform the Company of their designation. Thereafter, each team member who is eligible to make this designation will be able to do so, or change their designated person, on an annual basis. Leave under this policy may also be used by a team member who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Corporate Human Resources Department for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member.

Team members requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Generally, "as soon as practicable" means two hours before the start of your work shift, though the Company recognizes that there are instances where two hours' notice will not be possible. Please provide notice of any absences pursuant to this policy by contacting your direct supervisor of the Corporate Human Resources. Accrued, unused time under

this policy will not be paid out at the time of separation from employment. However, team members who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act. For more information regarding this policy, contact the Corporate Human Resources Department.

## **Bereavement Leave**

All full-time, non-exempt and exempt team members are eligible to receive funeral leave upon completion of three (3) consecutive months of service. In the event of the death of an immediate family member, full-time, team members may be granted a bereavement leave of up to three (3) working days of paid time off to handle family affairs and attend the funeral.

All full-time, team members are eligible to receive funeral leave upon completion of three (3) consecutive months of service. In the event of the death of an extended family member, full-time, team members may be granted a bereavement leave up to three (3) working days paid as follows: One and half (1.5) days paid time off and one and half (1.5) days unpaid time off to handle family affairs and attend the funeral. Additional unpaid time off may be allowed upon manager approval.

Supporting documentation must be submitted to the manager upon returning to work after the services in order to receive payment and/or approval for the time off. Additional unpaid time off may be allowed upon manager approval. For purposes of this benefit, “immediate family” is defined as your spouse, registered domestic partner, children, stepchildren, registered domestic partner’s children, father, mother, grandparents, sister, brother, your spouse’s parents, or your registered domestic partner’s parents, or grandparents and “extended family” is defined as aunts, uncles, and cousins..

Time off granted under this policy will not be counted as hours worked in computing overtime and will not be paid in addition to any other type of allowed pay for the same days such as holiday pay, vacation pay, etc. Time off with pay must be taken consecutively.

## **Insurance & Retirement Benefits**

We offer the following insurance and retirement benefits to eligible team members:

- Group Health Insurance
- Group Life Insurance
- 401(k) Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

## **State Mandated Insurance Benefit Programs**

### **State Disability Insurance**

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (SDI). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

### **Family Temporary Disability Insurance**

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows eligible team members to receive compensation for lost wages, for up to eight (8) weeks in a twelve-month (12) period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law or to bond with a new child.

Despite its name, FTDI does not provide you with any entitlement to leave beyond what you are entitled pursuant to Company policy. You will be required to use up to two weeks of accrued vacation prior to receiving FTDI benefits during any twelve-month period. You must notify the Company if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you are eligible to receive FTDI benefits. You will not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

### **San Francisco’s Paid Parental Leave**

Under San Francisco’s Paid Parental Leave Ordinance, the Company provides team members with supplemental compensation for up to eight (8) weeks of parental leave. To be eligible for supplemental compensation under this policy, a team member must (1) have commenced employment with the Company at least 180 days prior to the start of the leave period; (2) perform at least eight (8) hours of work per week for the Company within the geographic boundaries of San Francisco; (3) spend at least 40% of his or her total weekly hours worked for the Company within San Francisco; and (4) be otherwise eligible for paid family leave compensation from the State of California under the California Paid Family Leave law for the purpose of bonding with a new child.

Eligible team members may receive supplemental compensation under this policy for leaves of absence in connection with new child bonding during the first year after the birth of the child or after placement of the child with the team member through foster care or adoption. This policy applies equally to male and female team members. Eligible team members may receive supplemental compensation under this policy for a single block of time or intermittent leave of absence.

Consult the Corporate Human Resources Department for detailed information on how the dollar amount of your supplemental compensation under this policy is calculated and the amount that

you are entitled to receive. The actual dollar amount that a team member receives may vary according to the compensation plan of the team member. As a precondition of receiving supplemental compensation under this policy and in order for the Company to calculate the amount of supplemental compensation to which you may be entitled, you must either (1) provide the Company with a copy of the Notice of Computation of California Paid Family Leave Benefits from the State or other legally authorized statement, or (2) at the time of applying for California Paid Family Leave, provide the State with written authorization to disclose the weekly benefit amount to the Company. You will be required to agree to allow the Company to use up to two weeks of unused accrued vacation at the start of any approved leave of absence for the purposes set forth under this policy.

The Company will not retaliate against you for requesting or receiving leave or compensation pursuant to this policy. For more information regarding this policy, or for information regarding your entitlement to leave pursuant to Company policies, contact the Corporate Human Resources Department.

## **Workers' Compensation Insurance**

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to team members who experience injury or illness that arises out of the course and scope of your employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to submit knowingly false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment. However, the Company maintains a strict policy against terminating, threatening to terminate, or in any manner discriminating against any team member because he or she has filed or made known his or her intention to file a claim for workers' compensation benefits or an application for adjudication to the workers' compensation board. If you feel you are being discriminated against in violation of this policy, please contact the Corporate Human Resources Department.

## **COBRA**

Under some circumstances, eligible team members and their dependents may have the option of continuing coverage under the medical and life insurance plans for a limited time at their own expense after the coverage otherwise would end. This continuation right is provided in accordance with the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and applicable state laws.

If a team member becomes eligible for continued coverage under the group medical plan because of death, retirement, termination of employment, layoff, or reduction in hours, the Company will notify the team member and/or his or her dependents of their options for continued coverage.

If eligibility for continuation of coverage under the medical plan is the result of divorce, legal separation, death of a covered team member, or a change in dependent status, the team member, the team member's spouse, or the team member's dependent(s) must notify the plan administrator or director of human resources within sixty (60) days of the event to qualify for continued coverage. If the Company does not receive notification within this time frame, continued coverage may not be available.

Details concerning continuation rights under the medical and life insurance plans can be found in the summary plan description for each plan.

## **Unemployment Compensation Insurance**

Benefits under this insurance law are available to those who meet the requirements if they become unemployed. Eligibility for receiving benefits is determined by state compensation laws.

## **Civic Duties**

The Company encourages each of its team members to accept his or her civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

### **Jury Duty**

If you receive a call to jury duty, please notify your Site Manager immediately so your supervisor may plan the department's work with as little disruption as possible. Team members should inquire about the duration of the jury trial in advance of accepting such service.

Team members who are released from jury service before the end of their regularly scheduled shift, or who are not asked to serve on a jury panel, are expected to call their supervisor as soon as possible and report to work if requested. Regular pay continues for time spent in performing jury duty, provided that the team member reports to work on any day, or part of a day, when excused from going to court. Jury duty pay will be issued at the discretion of PSSI.

Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Exempt team members will continue to receive their regular for any week in which they perform any work while on jury duty, pursuant to state and federal law.

### **Witness Duty**

If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

### **Voting**

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. The Company reserves the right to request a copy of your voter's receipt following any time off to vote.

## **Leave for Emergency Rescue Personnel**

To the extent required by law, team members who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel (Emergency



Rescue Personnel”) may receive unpaid leave to perform their duties in the case of an emergency. Such team members may also take a temporary, unpaid leave of absence, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as part of an Emergency Rescue Personnel entity sponsored or requested by the state, please alert your supervisor so that he or she may be aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. The team member must provide the Company with appropriate documentation evidencing the team member’s performance of emergency duty and/or attendance at training upon returning to work. If you are a healthcare provider, you must notify the Company at the time you become designated as “emergency rescue personnel” and when you are notified that you will be deployed as a result of your “emergency rescue personnel” designation.

The team member may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

## **Leave for Victims of Felony Crimes**

To the extent required by law, team members who are victims of certain, specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, team members who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, the team member must provide the Company in advance with a copy of the notice of the proceeding. If advanced notice is not possible, the team member must provide the Company with appropriate documentation evidencing the team member’s attendance at the judicial proceeding upon returning back to work.

## **Leave for Victims of Domestic Violence, Sexual Assault or Stalking**

To the extent required by law, team members who are victims of domestic violence, sexual assault or stalking may receive unpaid leave to attend legal proceedings or obtain or attempt to obtain any relief necessary, including a restraining order, to ensure their own health, safety, or welfare, or that of the team member’s child. Team members who are victims of domestic violence, sexual assault, or stalking may also receive unpaid leave to: 1) obtain services from a domestic violence shelter or rape crisis center; 2) seek medical attention for injuries caused by domestic violence or sexual assault; 3) obtain psychological counseling for the domestic violence or sexual assault; or 4) take action, such as relocation, to protect against future domestic violence or sexual assault. To take this leave, the team member must provide the Company with advance notice of the leave. If advanced notice is not possible, the team member must provide the Company with the following certification upon returning back to work: 1) a police report showing that the team member was a victim of domestic violence or sexual assault; or 2) a court order protecting the team member from the perpetrator or other evidence from the court or prosecuting attorney that the team member appeared in court; or 3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that the team member’s absence was due to treatment for injuries from domestic violence or sexual assault.

The team member may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

In addition, team members who are victims of domestic violence, sexual assault or stalking are entitled to a reasonable accommodation for the team member's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to a job structure. The employer will engage the team member in a timely, good faith, and interactive process to determine effective reasonable accommodations. Team members are encouraged to request leave and accommodation under this policy without fear of retaliation.

## **Unpaid Family School Partnership Leave**

The Company encourages its team members to be involved in the education of their children. Parents, guardians, and grandparents with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month of the year, to participate in school-related activities of their children or their registered domestic partner's children. Team members may also take such leave to find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

The team member must personally notify his/her supervisor and the Corporate Human Resources Department as soon as the team member learns of the need for a planned use of this leave. Team members will be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Team members are requested to schedule activities such as parent/teacher conferences during non-work hours. Team members who request leave for unauthorized purposes will be subject to discipline, up to and including termination.

## **Leave for Organ and Bone Marrow Donors**

A team member who provides written verification to the Company that the team member is an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one or more periods in order to donate if the team member has been employed for at least ninety (90) continuous days. Eligible organ donors are entitled to a leave of absence not to exceed thirty (30) business days in any one-year period of time. Such team members must also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave. Eligible bone marrow donors are entitled to a leave of absence not to exceed 5 business days in any one-year period. Team members will be required to use up to five (5) days of their vacation for bone marrow donor leave and up to two (2) weeks of their vacation for organ donor leave. The one-year period is measured from the date the eligible team member's leave begins and will consist of twelve (12) consecutive months.

## **Pregnancy Disability Leave of Absence**

Female team members may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). “Female team members” includes transgender team members. For the purposes of leave under this policy, “four months” means the number of days the team member would normally work within four calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Team members who are granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Corporate Human Resources Department of the need for a reasonable accommodation. If you are affected by pregnancy or a related medical condition, please notify the Company as soon as reasonably possible as the Company cannot provide you with reasonable accommodation unless it knows of the need for such accommodation.

Prior to the start of the leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

## **Medical Leave of Absence**

Team members who are ineligible for leave under the Family and Medical Leave Act and California Family Rights Act as provided below are nonetheless eligible for medical leave according to the following policy:

Team members are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have team members on a medical leave of absence examined by a physician of the Company’s choice. The Company may require periodic physician’s verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. It is the applicable plan document that ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Team members who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Corporate Human Resources Department prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

## **Family and Medical Leave Act/California Family Rights Act**

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Team Member Eligibility**

To be eligible for FMLA/CFRA leave, you must:

- have worked at least 12 months for the Company in the preceding seven years (limited exceptions apply to the seven-year requirement);
- have worked at least 1,250 hours for the Company over the 12 months preceding the date your leave would commence; and
- currently work at a location where there are at least 50 team members within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA / CFRA leave may be taken for the following reasons:

- birth of a child, or to care or bond with a newly-born child including incapacity due to pregnancy or prenatal medical care; Such time is available to employees regardless of sex or gender;
- placement of a child with the team member and/or the team member's registered domestic partner for adoption or foster care or to care or bond with the child; Such time is available to employees regardless of sex or gender;
- to care for an immediate family member (team member's spouse, registered domestic partner, child, registered domestic partner's child, or parent) with a serious health condition;
- because of the team member's serious health condition that makes the team member unable to perform the team member's job;
- to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details); or,
- to handle certain qualifying exigencies arising out of the fact that the team member's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks. Also, in addition to leave available under the FMLA and CFRA, female team members may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the pregnancy Leave of Absence Policy for further information on this type of leave.

## **Definitions**

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 team member from performing the functions of the team member's job, or prevents the qualified family member from participating in school or other daily activities for more than three full calendar days. The continuing treatment requirement includes two visits to a health care provider or one visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and require periodic visits (at least two per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

## **Identifying the 12-Month Period**

The Company measures the 12-month period in which leave is taken by the “rolling” 12-month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the 12-month period beginning on the first day the eligible team member takes FMLA leave to care for a Covered Servicemember and ends 12 months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible team members may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the team member or immediate family member, or in the case of a Covered Servicemember, his or her injury or illness. Eligible team members may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Team members who require intermittent or reduced-schedule leave for planned medical treatment must try to schedule their leave so that it will not unduly disrupt the Company's operations. Intermittent leave is permitted in increments of at least one hour. Intermittent leave is generally not permitted for the birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two-week increments, with shorter increments allowed on two occasions.

### **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the Company may require you) to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible team member must comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA/CFRA leave. This paid disability leave runs concurrently with FMLA/CFRA leave and may continue longer than the FMLA/CFRA leave if permitted by the disability leave plan.

### **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the Company will maintain coverage during your FMLA/CFRA leave on the same terms as if you had continued to work. You must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

### **Notice and Medical Certification**

When seeking FMLA/CFRA leave, you must provide:

- 30 days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company’s normal call-in procedures, absent unusual circumstances;
- medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the Company’s request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- medical certification of fitness for duty before returning to work if the leave was due to your serious health condition. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

### **Employer Responsibilities**

To the extent required by law, the Company will inform team members whether they are eligible under the FMLA/CFRA. Should a team member be eligible for FMLA/CFRA leave, the Company will provide them with a notice that specifies any additional information required as well as the team member’s rights and responsibilities. If team members are not eligible, the Company will provide a reason for the ineligibility. The Company will also inform team members if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against the team member’s leave entitlement. If the Company determines that the leave is not FMLA/CFRA-protected, the Company will notify the team member.

### **Job Restoration**

Upon returning from FMLA/CFRA leave, eligible team members will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

### **Failure to Return After FMLA/CFRA Leave**

Any team member who fails to return to work as scheduled after FMLA/CFRA leave or exceeds the 12-week FMLA/CFRA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the Company’s standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, the Company’s obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights). If you are unable to return to work after FMLA/CFRA leave, you must notify the Corporate Human Resources Department. Once the Company is aware of the need for

additional leave, the Company will engage in an interactive process to determine whether additional leave may be provided as a reasonable accommodation.

### **Other Employment**

The Company generally prohibits team members from holding other employment, including self-employment, while on a leave of absence. This policy remains in force during all leaves of absence including FMLA/CFRA leave and may result in disciplinary action, up to and including immediate termination of employment.

### **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.

### **Employers' Compliance with FMLA/CFRA and Team member's Enforcement Rights**

FMLA/CFRA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA/CFRA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA/CFRA or for involvement in any proceeding under or relating to FMLA/CFRA.

While the Company encourages team members to bring any concerns or complaints about compliance with FMLA/CFRA to the attention of the Human Resources Department, FMLA/CFRA regulations require employers to advise team members that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

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

### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any team member not expressly provided for by FMLA/CFRA. The Company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

### **Military-Related FMLA Leave**

FMLA leave may also be available to eligible team members in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Definitions**

A "Covered Servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the



line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible team member takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible team members to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible team member requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member’s office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, the team member must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The team member must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible team member may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If a team member does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each service member. Consequently, an eligible team member may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible team member may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the team member or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible team member may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

A team member seeking Military Caregiver Leave may be required to provide appropriate certification from the team member and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding team member eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible team members may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the team member’s spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). The maximum amount of “Qualifying Exigency Leave” a team member may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The team member must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- **Counseling.** To attend counseling (by someone other than a health care provider) for the team member, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible team members may take up to five of days of leave for each instance of rest and recuperation.
- **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the Company and the team member agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

A team member seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders

or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the team member's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

## **Civil Air Patrol Leave**

The Company will provide eligible team members who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company.

To be eligible, team members must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Team members are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore team members who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, team member benefits, pay and other terms and conditions of employment.

## **Military Leave of Absence**

Team members who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible. In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave.

## **Non-FMLA Leave**

The policy of the Company is to consider a team member's request for an unpaid medical leave of absence where the leave does not qualify for protection under the Family Medical Leave Act (FMLA) due to the team member not having worked for the Company for one year.

A team member or a family member with a serious health condition as defined under the FMLA, who is in his or her first year of employment may request a leave of absence for a qualifying medical event.

Non-FMLA leave may be taken for the following reasons:

1. The birth of a team member's child and to bond or care for such child, or placement for adoption or foster care of a child;
2. To care for an immediate family member (spouse, domestic partner, child under 18 years old, or child 18 and over that is incapable of self-care, or parent) with a serious health

- condition;
3. Because of a serious health condition which renders the team member unable to work;
  4. Care for a Covered Service member with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military Caregiver FMLA Leave for more details);
  5. Because of any qualifying exigency arising out of the fact that the team member's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("active duty leave").

This leave will be considered for team members that need to be out of work for three (3) consecutive days or more due to their qualifying medical event. Team members may take leave up to six (6) weeks within their first 12 months of service at PSSI. Intermittent leave under this policy is not permitted unless such leave has been approved as a reasonable disability related accommodation pursuant to the ADAAA. Requests for disability related accommodations should be made to Human Resources.

The team member is expected to provide at least 30 days' notice when requesting leave. When a team member becomes aware of a need for leave less than 30 days in advance, the team member must provide notice of the need for the leave either the same day, the next business day, or as soon as reasonably practicable. Leave requests that are not submitted according to policy and as soon as practicable will be denied.

The Company will require certification for the team member's serious health condition. Human Resources will receive all medical certifications. The team member must respond to the request for certification within 15 calendar days of the notice of eligibility. Failure to comply with the above-mentioned requirements will result in denial of leave or reinstatement from leave, in which case the team member's leave of absence would be unauthorized, subjecting the team member to discipline up to and including employment termination.

If an incomplete medical certification is received, Human Resources will provide the team member with the opportunity to either have the health care provider correct the certification or provide a written release for Human Resources to contact the health care provider directly. The team member will have seven (7) calendar days to resolve any deficiencies in the medical certification. If, after seven (7) calendar days the identified deficiencies have not been resolved, the request for leave will be denied.

Team members who take a non-FMLA Medical Leave do not have job restoration rights. However, the Company will generally reinstate the team member to the same open position or an open position with equivalent status, pay, benefits and other employment terms upon the team member's return before or at the end of the approved leave period. In the event the Company will not be able to restore the team member, the team member will receive written notice from Human Resources.

Team members are expected to be able to return to work by the end of their approved leave. Prior to returning from leave for a personal health condition, the team member must secure a release from his or her healthcare provider confirming the release to return to work to perform regular duties or set forth any restrictions.

If a team member on leave for personal medical reasons is released to return to work sooner than the expected return date listed on the Leave Request, the team member must notify their supervisor within two (2) business days of receiving the release.

If the team member is released to return to work with restrictions, Human Resources will determine whether the restriction can be reasonably accommodated. Medical restrictions are those that prevent the team member from performing his or her regular duties at the end of the approved leave due to a continuing medical condition.

If the team member is not medically released to return to work at the end of his or her leave and the team member has not been granted any additional leave, employment ends as "unable to return from leave" effective the last day of the approved leave, unless a continuation of leave has been granted as an accommodation under the ADAAA, or for other reasons.

Any team member who fails to return to work as scheduled after leave may be subject to dismissal from employment. Team members who exceed their leave without extension(s) of their leave approved under appropriate leave provisions, may be subject to termination of employment pursuant to the Attendance Policy.

## **Wage and Hour Compliance**

It is the policy of the Company to fully comply with state and federal laws regarding payment of wages and to investigate and correct any improper payroll deductions or other payroll practices that do not comply with these laws. The Company takes all reasonable steps to ensure that team members receive the correct amount of pay in each paycheck and that team members are paid promptly on the scheduled payday.

In addition, the Company will pay salaried team members their full salary for any workweek in which they perform work, regardless of the number of days or hours worked, subject only to deductions that are permitted by law. If you have any questions regarding salary deductions, please consult with the Corporate Human Resources Department.

In the unlikely event that there is an error in the amount of pay, that an improper deduction has been taken, or another improper payroll practice is occurring, the team member should promptly bring the issue to the attention of their Site Manager or the Human Resources Department, so that corrections can be made as quickly as possible. The Manager or the Human Resources Department will see that the matter is appropriately reviewed, and the team member will be reimbursed for the amount of any inappropriate deduction taken or other payroll mistake.

## **Layoff**

If PSSI determines that it must reduce employment because of adverse economic or other conditions, then layoffs and recall from layoffs will generally be conducted in a manner that is consistent with PSSI requirements and in accordance with the procedures described below.

In the event that a layoff is expected, PSSI will attempt to communicate information about an impending layoff as soon as possible. However, management reserves the right to alter the layoff

procedure and withhold information about the layoff as permitted by law to protect the company's interests.

Layoffs that are expected to be temporary will generally be handled according to the provisions of this policy. Selections for layoffs that are known to be permanent will be made according to this policy and then handled according to company termination of employment and severance pay policies.

Evaluation of the foregoing criteria will be within the sole discretion of PSSI. Team members will be selected for layoff based on the following criteria:

- Promotion potential and transferability of skills to other positions within the unit.
- Demonstrated current and past performance.
- The needs of the company and specific projects.
- Length of service with the company.

A team member's length of service is measured from the original date of employment with PSSI, as long as there has not been a break in service greater than 30 days. During a layoff, team members with breaks in service greater than 30 days, but less than one year per break, are credited only for their time actually worked; that is, the break time does not get counted unless required by law. Team members with a break in service greater than one year will receive credit for service only from their most recent date of hire with the company.

Team members selected for layoff will be given as much notice as is required by law or as much as is reasonable under the circumstances.

Team members who are laid off will be maintained on a recall list for six months or until management determines the layoff is permanent, whichever occurs first. Removal from the recall list terminates all job rights the team member may have. While on the recall list, team members should report to the human resource (HR) department if they become unavailable for recall. Team members who do not keep a current home address on record with the HR department will lose their recall rights.

Team members will be recalled according to the needs of PSSI, their classification and their ability to perform the job. Notice of recall will be sent by registered mail, return receipt requested, to the current home address on record with the HR department. Unless a team member responds to the recall notice within seven days following receipt of the notice or its attempted delivery, the team member's name will be removed from the recall list and the team member will no longer have any job rights with PSSI.

Credit for seniority will continue to accumulate during any layoff of 30 days or less. Team members laid off for more than 30 days and subsequently recalled within one year from the date of layoff will be credited with the years of service accumulated at the time of layoff.

If the layoff is expected to exceed 30 days, vacation pay equal to the number of unused vacation days accrued will be paid at the time of layoff. Team members who are laid off will not accrue sick leave during the layoff.





## III. WHAT WE EXPECT OF YOU

### **Company Policies**

This section of your handbook discusses your responsibilities to the Company as a team member. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which team members may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and the Company has a similar right.

### **Progressive Discipline Process**

The following steps are minimum disciplinary actions for *minor* violations within a twelve (12) month period, starting from the date of the first disciplinary action. Should the violation be considered severe, the following steps could be combined or accelerated up to and including dismissal.

First Violation:	Written warning
Second Violation:	Written + meeting with SM
Third Violation:	Suspension without pay
Fourth Violation:	Dismissal

Each written warning will include dates of any other violations within a previous twelve (12) month period. Progressive disciplines can combine violations of any type to lead up to and include termination.

### **Basic Work Rules**

The Company has certain policies and rules to govern the conduct and performance of our team members. Our most important rule is to use “good sense” at all times. We also have established some other basic work rules that should not be violated. The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of the Company may lead to disciplinary action, up to and including termination. None of these rules are meant to interfere with a team member’s Section 7 rights under the NLRA.

- **Company Premises:** Subject to any legal rights you may have to the contrary, you are allowed on the Company or its customers’ premises only during your scheduled work hours.

- **Conflict of Interest:** We prohibit team members from transacting with any business that competes with the Company while you are employed with PSSI. If you think that you may have such a conflict, you must notify your Site Manager immediately.
- **Damage to Property:** We have made a tremendous investment in our equipment to better serve our customers and to make your job easier. Deliberate, reckless, or careless damage to the Company's property or our customers' property will not be tolerated. If appropriate, damage to property will be reported to law enforcement agencies.
- **Discourtesy or Disrespect:** We expect all team members to be courteous and polite to our customers and vendors, and to their fellow team members. No one should use profanity or show disrespect to a customer or co-worker. Note: Team member communications protected by Section 7 of the NLRA, including communications about working conditions, are excluded from this rule.
- **Fighting, Threats, or Weapons:** We do not allow fighting, threatening words or conduct, or any other actions that could physically injure a customer, fellow team member, or member of the public, regardless of where such words or actions occur. The Company prohibits team members from bringing firearms, ammunition, explosives, or other weapons of any kind into any plant or Company vehicle.
- **Fraud, Dishonesty or False Statements:** No team member or applicant may falsify or make any misrepresentations of fact on or about any customer documents, employment applications, resume, document establishing identity or work status, medical record (including, but not limited to doctor's notes, excuses, etc.), insurance form, invoice, paperwork, time sheet, time card, or any other document. If you observe or are aware of such a violation, please report it to your Site Manager or the Corporate Human Resources Department immediately.
- **Gambling:** Team members may not engage in any form of gambling on the Company premises or on Company time.
- **Gifts or Gratuities:** No team member may solicit or receive favors, gifts, loans or other benefits (including services, discounts, or material goods) from any supplier, customer, or competitor. The only exception to this policy is casual entertainment or gifts (other than money) of nominal value (no more than \$25) which are customarily offered to others having a similar relationship with the supplier, customer, or competitor. Company team members and non-team member directors should exercise good judgment in deciding whether to accept a gift of nominal value or casual entertainment and, if there is any doubt, should decline to accept the offer.
- **Harassment:** Our Policy Against Unlawful Harassment, Discrimination, and Retaliation, which we have set forth in detail in this Handbook, strictly prohibits harassment based on race, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity and expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

- **Injuries and Accidents:** Every injury, no matter how slight, must be immediately reported to your supervisor for first aid treatment, medical care, and/or reporting paperwork completion. We may require that you present a doctor's release before returning to work.
- **Insubordination:** We all have duties to perform and everyone, including your supervisor, must follow directions. Team members must not refuse to follow the lawful directions of a supervisor or member of management.
- **Leaving Early and Returning Late:** Leaving early or returning late from breaks or lunch is prohibited unless otherwise approved by your supervisor. Leaving your work assignment before quitting time to change clothes or make preparations to leave before the end of your scheduled shift is also prohibited.
- **Misuse of Property:** Team members may not misuse or use without authorization any equipment, vehicle, or other property of customers, vendors, other team members, or the Company.
- **Poor Performance:** We expect all team members to make every effort to learn their job and to perform at a satisfactory level. Team members who fail to maintain a satisfactory level of performance are subject to discipline, up to and including immediate termination.
- **Solicitation or Distribution:** In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room. Similarly, non-team members may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

This section of the Handbook is not meant to be construed nor shall it be construed to unlawfully restrict team members' rights guaranteed by Section 7 of the National Labor Relations Act.

- **Substance Abuse:** We will not tolerate substance abuse. Team members who test positive for the presence of illegal or abused drugs or alcohol are subject to disciplinary action, up to and including immediate termination. Please see our Alcohol and Drug Policy for further details.
- **Tobacco Free Workplace:** Any team member caught using tobacco on the Company property that is not in a designated area will be subject to disciplinary action, up to and including termination.

*Because smoking and the use of tobacco products is considered to be a health hazard in the workplace, we prohibit the use of all tobacco and related products, including e-cigarettes, in all of our and our clients' buildings and facilities. Team members who wish to smoke or use these products may do so in designated areas outside the buildings and*

*away from all public entrances. We do not have “smoke breaks” and team members must not let smoking or their use of tobacco and related products interfere with their work.*

- **Unlawful Activity:** Team members should not engage in any unlawful or unethical activity, including, but not limited to activity either on Company property, a job site, or off the job, since such activity can adversely affect the Company.
- **Unsafe Work Practices:** We are committed to providing a safe place for you to work, and we have established a safety program to ensure that everyone understands the importance of safety. This program requires all of us to exercise good judgment and common sense in our day-to-day work. Horseplay and practical jokes can cause accidents and injuries and, therefore, are prohibited.

Obviously, this list is not all inclusive and there may be other circumstances for which team members may be disciplined (including the Specific Work Rules set forth below), up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our team members, please discuss them with your Site Manager or the Corporate Human Resources Department.

Nothing in these Basic Work Rules or handbook is intended to unlawfully restrict your right to engage in any of the rights guaranteed by Section 7 of the National Labor Relations Act.

## **Specific Work Rules**

### **Absenteeism and Tardiness**

All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Rarely is tardiness excusable. If a team member must be late, he or she must make every effort to phone in and advise their Supervisor that they will be late. Tardiness records become a part of their permanent record and are considered when evaluations are made for promotion.

A person is employed because the Company needs that team member. When a team member is absent, the absence disrupts the work in the team member's department. Therefore, absence from work will not be expected or permitted under circumstances that can reasonably be avoided.

We expect excellent attendance from each of you. Absenteeism or tardiness can result in disciplinary action, up to and including termination, unless otherwise prohibited by the law. Absences are excessive if you are frequently absent, or if you have a pattern of absences. Absences immediately before or after holidays and weekends are suspect.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. Regardless of their reasons for absence, team members should always notify their Supervisor no later than thirty (30) minutes prior to the start of their shift that they will be absent. If team members are unable to call themselves, they are responsible for having someone do so for them - and:

1. Always give the specific reason for their absence.
2. Notify their Supervisor when they expect to return.

Team members are responsible for notifying their Supervisor as soon as it is possible to do so. In addition, they should contact their Supervisor each day they are absent unless other arrangements are made. **Team members should use the phone number printed on the front cover of this handbook or the number given to them by the direct supervisor to report absences. In the event that you are not provided a phone number or cannot locate it, please report absences to your Site Manager.**

If a team member is unable to contact their Supervisor, they should then contact their Manager. Telling another team member that they are absent is not proper notification of absence.

General rules concerning excused and unexcused absences are:

Excused Absences – An excused absence would include but is not limited to illness with a valid doctor’s excuse (as defined below), scheduled vacations, pre-approved personal day, death of an immediate family member, jury duty, military assignment, FMLA leave, or any leave required by federal or state law.

When absence is due to illness, the Company may require appropriate medical documentation in accordance with state and federal law. A valid doctor’s note must include the following information: 1) date of the visit; 2) estimated time off; 3) valid reason for time off; 4) any follow up appointment times; 5) doctor’s signature and date. If the note does not contain the above information, the absence will be considered unexcused until a corrected doctor’s note is received.

Unexcused Absences - An unexcused absence is any absence that is not due to the above excused absences.

Excessive Absenteeism – When a team member has twenty or more excused absences in a previous twelve (12) month period, it is considered excessive and will be grounds for termination. Approved leaves of absence will not be considered (e.g., FMLA, ADAAA, Workers’ Compensation, or any other protected leaves of absence).

Absences in the Introductory Period – If a team member obtains five or more excused absences in their introductory period, it is considered excessive and will be grounds for termination unless reasonable accommodations are appropriate under the ADAAA or if the team member is on Workers’ Compensation leave. The Company will engage in the interactive process and consider reasonable accommodations for team members who may have a disability during the introductory period. Unexcused absences will follow the Company’s normal progressive disciplinary process.

Disciplinary Action - When a team member has an unexcused absence or is tardy the following progressive disciplinary action will be taken. The point at which a tardy becomes an absence is based on sanitation schedule and determined by plant management. All violations occurring in the 12 month period immediately preceding the most recent unexcused absence or tardy are considered.

1st unexcused absence (2<sup>nd</sup> tardy): Written counseling statement  
2nd unexcused absence (3<sup>rd</sup> tardy): Written counseling statement and meeting with

the Manager

- 3<sup>rd</sup> unexcused absence (4<sup>th</sup> tardy): Written counseling statement, three working days suspension without pay, and meeting with Manager.
- 4<sup>th</sup> unexcused absence (5<sup>th</sup> tardy): Dismissal

Any of the above disciplinary actions will be documented by a written report and entered into the team member's personnel file. A team member who is absent for three (3) consecutive days without notifying his/her Supervisor or Manager will be considered to have voluntarily abandoned his/her job.

### **Alcohol And Drug Policy**

All team members are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on the Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company (including while operating a Company vehicle or while on the property of a customer of the Company). Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Team members are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana regardless of prescription), and from having excessive amounts of otherwise lawful controlled substances in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of a team member's assigned duties.

All team members are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with a team member's ability to perform the essential functions of his/her job.

Although some states may have decriminalized medical marijuana for medical purposes, the Company does not allow the use of medical marijuana in the workplace. Possession or use of marijuana, or impairment by marijuana, on Company premises or in the performance of your work duties during working hours is a violation of this policy that will result in termination.

Also, although the proper use of medication is not prohibited, team members should consult with a Company-designated physician, or the team member's supervisor, when he or she is legitimately taking medication which he or she has reason to believe may affect safety or performance. Any prescription medication brought onto Company or customer property or taken aboard Company vehicles must be retained in its original container labeled with the names of the team member and the prescribing physician. No team member may take another person's medication. The law treats the abuse of prescription medication as unlawful drug use.

## **Prescription Drugs**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Team members' drug use may affect their job performance, such as by causing dizziness or drowsiness. Team members are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the team member's responsibility to determine from his/her physician whether a prescribed drug may impair job performance.

## **Notification of Impairment**

It shall be the responsibility of each team member who observes or has knowledge of another team member in a condition which impairs the team member in the performance of his/her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his/her supervisor or another member of management.

## **Who is Tested**

Team members may be required to submit to drug/alcohol screening whenever the Company has a reasonable suspicion that they have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of drug searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, team members in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws. Additionally, some of our clients require a pre-employment drug test. If a team member transfers from a one Company plant to another Company plant that requires pre-employment drug screens, the team member will be required to do a pre-employment drug screen prior to commencing work with the new Company plant. If the results are negative, you will be allowed to start working once all required documents related to your transfer are received. If the results are positive, you will be sent to a clinic for a second test. While waiting for the results, you will be suspended without pay. If the results of the second test are also positive, you will be terminated. If the results of the second test are negative, you will be allowed to start working and will be paid back pay for the days you missed work while the results of the second test were pending.

## **Discipline**

Violation of this policy or any of its provisions may result in discipline up to and including termination of employment.

## **Enforcement Policy**

In order to enforce this policy and procedures, the Company may investigate potential violations and require personnel to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, team members' clothes, desks, work stations, lockers, and personal and company vehicles. Team members will be subject to discipline up to and including discharge for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

## **Investigations/Searches**

Where a manager or supervisor has reasonable suspicion that a team member has violated the substance abuse policy, the supervisor, or his designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, and other locations or belongings without prior notice, in order to ensure a work environment free of prohibited substances. A team member may be asked to be present and remove a personal lock. Locked areas or containers do not prevent the Company from searching that area, thus team members should have no expectation of privacy in personal belongings brought on Company premises. Where the team member is not present or refuses to remove a personal lock, the Company may do so for him or her, and compensate the team member for the lock.

## **What Happens When A team member Tests Positive For Prohibited Substances**

A positive drug test at the plant requires an immediate second test at an approved medical laboratory. The Company will pay for the test and the team member will be suspended pending the outcome. This is an unpaid suspension unless the second test is negative, in which case the team member is provided back pay for the time spent on unpaid suspension.

**You will be given 24 hours to take the second test at the clinic. If you have not tested at a clinic within 24 hours you will be terminated. Any team member that comes to work under the influence of prohibited substances as detailed in this policy is subject to immediate termination.**

Team members should be aware that the Company has no option other than termination if they fail, refuse, or tamper with a drug test.

## **Basic Workplace Safety & Discipline**

Please refer to the Company's Injury/Illness Prevention Program Handbook.

## **Bulletin and Message Boards**

The Company may maintain a bulletin or message board(s) as a source of information for team members. Any such bulletin or message board is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all team members and related to the team members' employment by the Company. No information may be placed on these bulletin or message boards without the prior approval of the Corporate Human Resources Department.



## **Cellular Phones, Smart Phones, Tablets, And Other Handheld Electronic Devices**

While at work, team members are expected to exercise the same discretion in using personal cellular phones, smart phones, tablets, and other handheld electronic devices (“handheld devices”) as is expected for the use of all Company devices and equipment. Excessive use of these handheld devices during the workday can interfere with team member productivity and be distracting to others. Team members are therefore prohibited from using handheld devices for personal purposes during working hours except in an emergency. Team members should ensure that friends and family members are aware of the Company's policy. Flexibility will be provided in circumstances demanding immediate attention.

Team members may not use a handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

The Company will not be liable for the loss of handheld devices brought into the workplace.

### **Personal Use of Company-Provided Handheld Devices**

Where job or business needs demand immediate access to a team member, the Company may issue a business-owned handheld device to a team member for work-related communications. These handheld devices should be used in accordance with this policy. The Company reserves the right to deduct from a team member paycheck any charges incurred for a team member’s personal or unauthorized use of the handheld devices.

### **Recording Devices**

Team members are prohibited from taking photographs or making audio or video recordings of our customers at any time. Team members are prohibited from taking photographs or copying for their own use confidential business documents not related to team member wages or working conditions at any time. These prohibitions include the use of cell phones equipped with cameras and audio and video recording capabilities. Team members who violate this policy are subject to discipline, up to and including immediate termination of employment.

### **Safety Issues for Handheld Devices**

Team members are required to refrain from using their handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. Regardless of the circumstances, including slow or stopped traffic, team members are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are team members allowed to place themselves or anyone else at risk to fulfill business needs. If a team member needs to make a phone call while driving, the team member must pull over to the side of the road and safely stop the vehicle before using any handheld device or use a hands-free device. However, under no circumstances may a team member while driving, place themselves or anyone else at risk to communicate via handheld devices.

Team members who are charged with traffic violations resulting from the use of their handheld devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Team members who violate this policy will be subject to disciplinary action, up to and including termination.

### **Special Responsibilities for Managerial Staff**

As with any policy, management team members are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind team members of their responsibilities in complying with this policy.

### **Reimbursement**

Unless expressly authorized by the Company, using a personal cellular phone for work is not a necessary part of the job. The Company provides cellular phones for team members who are required to use cellular phones for business. If you feel that your job duties require use of a cellular phone, please seek authorization from a supervisor prior to using your personal cellular phone for work. To the extent possible, team members should conduct Company business by using a Company-provided land line rather than by their personal cellular phones.

The Company reimburses team members for business expenses reasonably incurred in performing their duties, including team members' mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what the Company is offering, please contact the Corporate Human Resources Department.

Reimbursement for any expense, including cellular phones, will only be made upon the team member's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the team member's responsibility to seek reimbursement for business expenses during employment with and upon separation from the Company, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

### **Company Computers, Databases, Email, Voicemail, and the Internet**

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company computer systems." Personal computers used for Company business include laptops, tablets, or home computers that are connected with the Company's network on a regular or intermittent basis.

The Company invests in computer systems to facilitate the business of the Company. These tools are intended to assist team members with the execution of their job duties and shall not be abused. Team members should not use or access the Company's computer systems in any manner that is contrary to this policy.

### **Company Property**

All Company computer systems are the Company's property. All information that is temporarily or permanently stored, transmitted or received with the aid of the Company's computer systems remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company computer systems may not be used in any manner that violates this policy.

Upon termination of employment, a team member shall not remove any software, documents, or data from Company computer systems and shall completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner to the Company's business. Upon request of the Company, a terminating team member shall provide proof that such data has been removed from all personal computers used for Company business.

### **Prohibited Use Under Any Circumstances**

It is not possible to identify every type of inappropriate or impermissible use of the Company's computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Team members may not transmit, retrieve, download, or store inappropriate messages or images relating to race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Team members may not use the Company's computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, team members may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team members are also prohibited from communicating threatening or harassing statements to another team member, or to a vendor, customer, or other outside party.
- Team members may not use the Company's computer systems in any manner that violates the Company's Rules of Conduct.
- Team members may not use the Company's computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.

- Team members may not use or allow another individual to use the Company’s computer systems for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Team members must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Team members may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through the Company’s computers, email, and Internet systems without prior authorization.
- Team members may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games through the Company’s computer systems.
- Team members may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through the Company’s computer systems.

### **Prohibited Use During Working Time**

The following conduct is prohibited during a team member’s working time, which excludes time spent on a team member’s meal or rest break, or before or after a team member’s shift:

- Team members may not solicit personal business opportunities or conduct personal advertising through the Company’s computer systems.
- Team members may not access Company computer systems for any purpose which does not advance the employer’s legitimate business interests.
- Team members may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms, and message boards, unless such activity is necessary for business purposes.

### **Unsolicited Email**

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company’s servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, the Company complies with the federal “CAN-SPAM” law. Commercial email means email the primary purpose of which is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use the Company’s computer systems to transmit unsolicited commercial email:

- Promoting the Company’s business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Company’s customers who have elected to “opt-out” of receiving the Company’s electronic advertisements.

- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.

### **Monitoring**

Team members should expect that all information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computer systems may be accessed by the Company at any time without prior notice. Team members should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Team members must provide all passwords and access codes for Company computers or personal computers used for Company business to **the IT Manager**. Changing passwords or creating new passwords without notifying **the IT Manager** is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

### **System Integrity**

Because outside storage devices may compromise the Company's computer systems, team members are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from **the IT Manager**, and (2) scanning the data for viruses. Any team member who introduces a virus into the Company's system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto the Company's computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into the Company's system.

### **Enforcement**

Violations of this policy may result in disciplinary action, up to and including termination. Team members who damage the Company's computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Team members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

### **Fax Machines, Copiers, and Scanners**

Any non-business use of the Company's fax machines, copiers, and/or scanners must be approved by management. Team members are prohibited from using these machines for the purpose of scanning, transmitting, receiving, or copying materials which may be deemed offensive or insulting or in violation of the Company's policy against unlawful harassment. Any team member who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the Corporate Human Resources Department.

## **Social Media Policy**

At the Company, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all team members who work for the Company in the United States.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. 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 or affinity web site including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and Snapchat, web bulletin boards or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. 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 conduct that adversely affects your job performance, the performance of fellow team members or otherwise adversely affects customers, suppliers, 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. Company brands, logos, service marks, trademarks, or any other intellectual property may not be used without the written consent of the CEO.

### **Know and follow the rules**

Team members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by the Company.

Carefully read these guidelines, the Unlawful Harassment, Discrimination and Retaliation Policy, and ensure your postings are consistent with these policies. 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.

## **Be respectful**

Always be fair and courteous to fellow team members, customers, members, suppliers or people who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, team members or suppliers, or that might constitute harassment or bullying. Examples of such conduct might include offensive 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, religion or any other status protected by law or Company policy.

## **Be honest and accurate**

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow team members, customers, suppliers, and people working on behalf of the Company.

### **Post only appropriate and respectful content**

- Maintain the confidentiality of the Company trade secrets and private or Confidential Information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications
- Respect financial disclosure laws. It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities.
- Do not create a link from your blog, website or other social networking site to the Company website without identifying yourself as a Company team member
- 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 the fact that you are a team member and make it clear that your views do not represent those of the Company, fellow team members, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

## **Using social media at work**

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

## **Retaliation is prohibited**

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

## **Unauthorized Interviews**

Team members should not speak to the media on the Company's behalf without contacting the Human Resources Department. All media inquiries should be directed to the Marketing Department.

## **Company Supplies and Equipment**

Team members may be issued supplies or other Company equipment. Team members are expected to use and maintain supplies and equipment in a safe and conservative manner. Team members are responsible for the general condition of Company equipment and issued supplies and should notify their Manager when any equipment is broken, damaged, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to team members or others. Any unauthorized or excessive use or misuse is grounds for disciplinary action, up to and including termination.

Company equipment may be expensive and difficult to replace. When using Company property at any time, or when using personal tools/equipment on Company time and/or the Company premises, team members are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines. The unauthorized, improper, careless, destructive, or unsafe use or operation of this equipment is grounds for disciplinary action up to and including termination.

On or before their last day of employment, terminating team members must return all PPE, property, files, records, documents, reports, proposals, client lists, and other information (reflecting the strategy, operations, or intellectual property of the Company or its affiliates) and any other items belonging to the Company or its affiliates. Any unreturned equipment/property received from the employer should be returned or paid immediately upon termination or this will be deducted from your last paycheck in accordance with federal, state, and local laws.

Team members are expected to maintain the confidentiality of Company and client information even after employment has been terminated.

## **PSSI Device and Usage Policy**

### **Policy Purpose**

Electronic devices, such as smartphones and tablet computers, are important tools for the Company and are used to support us in achieving business goals.

These devices also represent a significant risk to information and data security. When the appropriate security applications and procedures are not applied, they can be a channel for



unauthorized access to the organization’s data and IT infrastructure. This can subsequently lead to data leakage and system infection.

PSSI has a requirement to protect its information assets in order to safeguard its customer’s intellectual property and reputation. This document outlines a set of practices and requirements for the safe use of mobile devices.

## **Scope**

PSSI’s Device and Usage Policy applies to all owners, managers, and team members (collectively referred to as “Team Members”). It also applies to all electronic devices that have access to corporate networks, data, and systems, whether owned by PSSI or owned by the Team Member. Corporate IT managed laptops are safeguarded by PSSI’s internal IT security systems.

Exemptions: Where there is a business need to be exempt from this policy (too costly, too complex, adversely impacting other business requirements), a risk assessment must be conducted and authorized by security management.

The Company will not be liable for the loss of personal mobile devices brought into the workplace.

## **Policy Guidelines**

### **Technical Requirements**

1. Devices must use the following Operating Systems: Android 2.2 or later, IOS 4.x or later, Windows 7 or later, or MAC IOS version.
2. Devices must store all user-saved passwords in an encrypted password store.
3. Devices must be configured with a secure password that complies with PSSI’s password policy. This password must not be the same as any other credentials used within the organization.

### **User Requirements**

1. Users must only load data essential to their role onto their electronic device(s).
2. Users must report all lost or stolen devices to PSSI IT immediately.
3. If a user suspects that unauthorized access to Company data has taken place via electronic device, the user must report the incident in alignment with PSSI’s incident handling process.
4. Devices must not have any software/firmware installed that is designed to gain access to functionality not intended to be exposed to the user.
5. Users must not load pirated software or illegal content onto their devices.

6. Applications must only be installed from official platform-owner approved sources. Installation of code from un-trusted sources is forbidden. If you are unsure if an application is from an approved source, contact PSSI IT.
7. Devices must be kept up to date with manufacturer or network provided patches. As a minimum, patches should be checked weekly and applied at least once a month.
8. Devices must not be connected to a PC that does not comply with corporate policy, such as having up-to-date or enabled anti-malware protection.
9. Devices must be encrypted in line with PSSI's compliance standards.
10. Users must be cautious about the merging of personal and work email accounts on their devices. They must take particular care to ensure that Company data is only sent through the corporate email system. If a user suspects that Company data has been sent from a personal email account, either in body text or as an attachment, they must notify PSSI IT immediately.

With the exception of those devices managed by IT, devices are not allowed to be connected directly to the internal corporate network.

PSSI expects all Team Members to use all electronic devices in a sensible manner. Team Members who use smartphones, tablets, and mobile hotspots excessively during work hours may:

- Disturb colleagues
- Get distracted from their work
- Cause problems or accidents when they use their cell phones inside Company vehicles or in areas where phones are prohibited
- Create security issues by misusing personal devices or the Company's internet connection

**Team Members are advised to:**

1. Use personal and Company-issued devices for business purposes only.
2. Maintain Company-issued equipment in like-new condition.
3. Keep personal use to a minimum.
4. Turn off or silence any cell phones/devices when asked.
5. Talk, text, and use the internet on their personal cell phone or mobile device only a few minutes per day.

The Company reimburses Team Members for business expenses reasonably incurred in performing their duties, including Team Members' mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact **the Human Resources Manager**.

### **Team Members are not allowed to:**

1. Play games, stream movies or videos, or watch television programs on their electronic devices (personal or Company-issued).
2. Use their device's camera or microphone to record confidential business information.
3. Use their device (personal or Company-issued) for any reason while driving a Company vehicle except through the use of hands-free voice command. Team Members who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions.
4. Disturb colleagues by speaking on their phone for personal reasons during work hours.
5. Download, upload, or view inappropriate, illegal, or obscene material on any device or over the business's internet connection.
6. Use Company IT in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, Team Members may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Team Members are also prohibited from communicating threatening or harassing statements to another Team Member, or to a vendor, customer, or other outside party.
7. Use or allow another individual to use Company IT for any purpose that is competitive to the Company. All such access and use is unauthorized.

### **Permissible activities**

#### **PSSI Team Members are allowed to:**

- Make business calls
- Check business-related messages
- Use productivity apps
- Make brief personal calls if there is an emergency. The call must be made away from the workspace of colleagues
- Use their phones and devices during breaks
- Use their phones and devices during the lunch hour
- Use their phone or device while in a parked vehicle

### **Team Members and Social Media**

The Company respects the rights of all Team Members to use social media. However, because communications by Team Members on social media could, in certain situations, negatively impact business operations or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure Team Members understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of Team Members to discuss or share information related to their wages, hours, or other terms and conditions of employment. Team Members have the right to engage in or refrain from such activities.

Team Members engaging in use of social media are subject to all of the Company's policies and procedures, including, but not limited to, the Company's policies on safeguarding and use of Company property/IT and prohibiting unlawful discrimination, harassment and retaliation.

**Team Members are prohibited from the following:**

- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are obscene, physically threatening or intimidating, or that otherwise constitute a violation of the Company's workplace policies against discrimination, retaliation, or harassment.
- Using social media to post or display content that is an intentional public attack on the Company's services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its services, unless authorized and approved by the Company.
- Using social media while on working time, unless authorized and approved by the Company.
- Posting a photograph of a vendor, supplier, or customer on social media without that individual's express permission.
- Misrepresenting on social media a Team Member's title or position with the Company.
- Using social media to violate other established Company policies or procedures.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or **the Human Resources Manager**.

Employees may not use Company-owned equipment, including Company information technology, Company-licensed software, or other electronic equipment, or facilities or Company time, to conduct personal blogging or social networking activities.

**Disciplinary Consequences**

PSSI reserves the right to monitor Team Members for inappropriate and/or excessive use of cellular devices. If device usage results in a decline in productivity or interferes with normal business operations, management will suspend the Team Members' right to use a cellular device.

Violations of this policy may result in disciplinary action, up to and including termination. Team Members who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Team Members who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

### **Termination of Employment**

Upon termination of employment, Team Members are required to return their Company owned devices on the last day of work. PSSI reserves the right to remove any Company information or applications from personal devices during and after employment.

### **Company Relationships Policy**

The Company has adopted this policy in recognition of its responsibility to provide guidelines on and to caution team members of the potential problems posed by romantic and sexual relationships with other team members. These problems include conflicts of interest, interference with the productivity of coworkers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company does not prohibit consensual amorous relationships between team members, but it does impose the following restrictions:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate team member under any circumstances.
2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management team member, the supervisor or manager must disclose the existence of such relationship immediately to the Corporate Human Resources Department. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All team members must avoid romantic or sexual relationships with other team members that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other team members' productivity.
4. All team members are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

Questions and clarifications will be addressed by the Corporate Human Resources Department or a representative in the Human Resources Department. Choosing not to disclose a romantic or sexual relationship to the Human Resource Department, if it exists, or compliance with the restrictions listed above will lead to disciplinary action, up to and including termination.

### **Conflict of Interest**

Our policy forbids team members from engaging in any other business which competes with the Company. Company policy also forbids a financial interest in an outside concern, which does business with or is a competitor of the Company (except where such ownership consists of securities of a publicly owned corporation regularly traded on the public stock market). Rendering of directive, managerial, or consulting services to any outside concern which does business with or is a competitor of the Company, except with the knowledge and written consent of the President of the Company, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the President and obtain his/her approval in writing.

## **Corporate Entry Cards**

Each Company team member to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to your Site Manager upon separation from the Company. Team members who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

## **Damage to Property**

Deliberate or careless damage to the Company's property, as well as damage to your co-workers' or customers' property will not be tolerated.

## **Employment of Relatives**

The Company does not prohibit hiring relatives and will accept and consider applications for employment from relatives and family members such as parents, children, spouses, or in-laws. However, if unfair or preferential treatment is resulting from these relationships, team members or supervisors may be transferred. If another position is not available, employment may be terminated. Furthermore, any relationship on or off the job that affects our ability to run our business or the team member's ability to do their job is grounds for disciplinary action up to and including termination, unless prohibited by state law.

## **Hazardous and Toxic Materials**

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

## **Housekeeping**

Team members must maintain their own work areas and keep them in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Team members will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each team member's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

## **Meetings**

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, or counseling or to review Company operating policies. You are required to attend all Company meetings involving your department or which you have been asked to attend.

## **Off-Duty Social And Recreational Activities**

During the year, the Company may sponsor social or recreational activities for its team members. Your attendance at such social activities, however, is completely voluntary and is not work-related. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of a team member's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the team member's work-related duties.

## **Outside Employment**

There have been times when most of us have had the opportunity or the need to have two jobs at one time. It is important that other employment, as well as outside interests, do not interfere in any way with a team member's job with the Company. You should be careful that extra hours of work do not affect the safe operation of your job by leaving you tired and slow to react. Also, if your second job could create a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Human Resources Department or the President.

## **Personal Appearance and Behavior**

We expect all team members to use good judgment in choosing dress and appearance and to present a neat, well-groomed appearance, and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Team members should dress and present themselves in a business-like manner that reflects professional standards. Flashy, skimpy, tight-fitting, revealing, offensive, and other non-business-like clothing are unacceptable. Team members who are provided with Company uniforms should keep them in a neat and clean condition and must wear them at all times when on duty. Team members who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will generally be without pay.

Team members are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, gestures, sexually related conversations, inappropriate touching of another team member (such as but not limited to kissing, hugging, massaging, sitting on laps), and any other behavior of a sexual nature is prohibited. Team members who fail to observe these standards will be subject to disciplinary action, up to and including termination.

In order to ensure client confidence and overall safety in the workplace, different work areas may require more specific dress codes. Team members should see the Site Manager with any questions or clarification to the dress code policy. Team members are expected to observe the Company's personal appearance and behavior policy at all times while at work.

## **Personal Telephone Calls and Visits**

We have a limited number of telephone lines at the Company, and it is essential that we keep those lines open for business calls. Therefore, we ask our team members to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your supervisor unless your job duties include the routine making of long distance calls. Under no circumstances are team members permitted to use Company telephones to call "900" lines or similar pay-per call services. Team members will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are **prohibited**. If you receive a non-business-related visit from a friend or relative, you must notify your supervisor at the time of your guest's arrival and departure. Non-team members are strictly forbidden from entering unauthorized areas.

## **Personnel Records**

Recognizing the confidential nature of the information in your personnel record, the Company limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals with the approval of the Human Resources Department.

You may review your own personnel file with the Human Resources Department present to answer any questions, and you may request copies of all documents that you have previously signed or received. You may also correct or clarify personal information contained in your personnel file. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of the team member's written request, or the written request of the team member's designated representative, the Company will either make personnel records available to the team member for inspection or provide a copy of the team member's personnel records to the team member or the team member's designated representative. The team member is responsible for the cost of copying the records.

## **Protection of the Company's Trade Secrets and Confidential Information**

As part of their employment with the Company, team members may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information



(“Confidential Information”) of the Company relating to the operation of the Company’s business and its customers (collectively referred to as “Trade Secrets/Confidential Information”).

“Trade Secrets” mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company’s Trade Secrets are (1) not generally known to the public or to the Company’s competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company’s reasonable efforts to maintain their secrecy.

“Confidential Information” means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to team members during their employment with the Company and/or team members have gained access to while employed by the Company and/or were developed by team members in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration team members provide to the Company in exchange for their employment and continued employment with the Company is their agreement and acknowledgement that all Trade Secrets/Confidential Information developed, created or maintained by them shall remain at all times the sole property of the Company, and that if the Company’s Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Team members are strictly prohibited, at all times during their employment with the Company, except with prior written approval of the Company’s President, from forwarding from their Company email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to team member’s personal cloud-based or online storage accounts (such as a personal Dropbox or Google Docs account) any documents containing any Trade Secrets/Confidential Information. Team members are also strictly prohibited, at all times during their employment with the Company, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Team members shall not leave any of the Company’s Trade Secrets/Confidential Information unattended in any area, whether on or off the Company’s premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information.

Team members will not, except as required in the conduct of the Company’s business or as authorized in writing by the Company, disclose or use during their term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of the Company which team members prepare, use or come in contact with shall be and shall remain the sole property of the Company and shall not be copied

without written permission of the Company and shall be returned to the Company on termination of employment, regardless of whether requested by the Company to do so at the time of termination, or at the Company's request at any time.

## **Publicity**

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.

## **Searches and Inspections**

In order to protect the safety and property of all of our team members, the Company reserves the right to inspect team members' lockers, desks, cabinets, briefcases, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Team members are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

All files and records stored on Company computers are the property of the Company and may be inspected at any time. Company computers are for business purposes only and should not be used for non-work-related matters. Use of Company computers for unauthorized purposes is prohibited. Electronic mail and voice mail messages are to be used for business purposes only and are considered Company property. The Company may access its computers at any time with or without prior notice and team members should have no expectation of privacy in any data stored in Company computers and should not assume that such data is confidential.

## **Workplace Violence/Weapons Policy**

The Company is committed to preventing workplace violence and maintaining a safe work environment. Therefore, the Company has a zero-tolerance policy for violent acts or threats of violence against our team members, applicants, customers, or vendors.

We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

No team member may commit or threaten to commit any violent act against a co-worker, applicant, customer, or vendor. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner.

Any team member who is subjected to or threatened with violence by a co-worker, customer or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to his or her supervisor or manager as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

## Notice of Resignation

The Company hopes that its relationships with team members are long term and mutually rewarding. However, as mentioned elsewhere in this Handbook, all employment relationships are for no specified amount of time and are on an at-will basis. Termination of employment with the Company can arise for a variety of circumstances, either voluntary or involuntary. Team members may voluntarily terminate employment at any time and the Company reserves the right to terminate the employment relationship at any time, with or without cause or notice for any reason not prohibited by law.

Team members desiring to voluntarily terminate their employment relationship with the Company are urged to give at least two (2) weeks' notice. Such notice should be given in writing to the Site Manager. A team member who fails to give two weeks' notice may not be eligible for re-employment. You are responsible for returning Company property in your possession or for which you are responsible. By signing this handbook, you agree that any Company property, including PPE, that is not returned at the end of employment with the Company will be deducted from your last check in accordance with federal, state, and local laws. The Company will pay remaining wages and any other payments due in accordance with state and/or federal law.

## Exit Interview

Any team member leaving the Company may be required to attend an exit interview conducted by the team member's supervisor or Site Manager. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property or other matters related to the termination.

## To Sum It All Up

This handbook highlights your opportunities and responsibilities at the Company. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to our Company, and we look forward to working with you.



## New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved  
OMB No. 1210-0149  
(expires 6-3-2023)

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### PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment based health coverage offered by your employer.

#### What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The

Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

**Can I Save Money on my Health Insurance Premiums in the Marketplace?**

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

**Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?**

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.<sup>1</sup>

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution –as well as your team member contribution to employer-offered coverage– is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

**How Can I Get More Information?**

For more information about your coverage offered by your employer, please check your summary plan description or contact

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The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit [HealthCare.gov](http://HealthCare.gov) for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

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<sup>1</sup> An employer-sponsored health plan meets the "minimum value standard" if the plan's share of the total allowed benefit costs covered by the plan is no less than 60 percent of such costs.

## **Team Member Handbook Summary**

All PSSI team members are presented with the option to obtain a paper copy of the Team Member Handbook or download it online via PSSI's website. This Summary is provided solely for your convenience; all team members are required to read the handbook and are responsible for it in its entirety. Team members are required to sign a Proprietary Information Agreement, Consent to Drug/Alcohol Testing, and an Acknowledgment of Receipt form, found in the front of the Team Member Handbook. Any questions about this material or any other aspect of employment should be directed to your Manager.

### **PROBLEM RESOLUTION PROCEDURE (See Page 3)**

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If a team member has a suggestion, complaint or problem, they should follow these steps:

STEP 1: Speak with your **immediate supervisor or site manager** as soon as possible

STEP 2: If you prefer not to speak with your immediate supervisor or site manager, contact the **Team member Customer Care Line** through the following:

- Toll Free Customer Care Line: (844) 880-0009
- Web: WeCare.pssi.com

STEP 3: If you have not found resolution through speaking to you supervisor, site manager or the Customer Care Line, contact **the Corporate Human Resources Department** or your **Human Resources Division Manager**. The toll-free number is (888) 871-6335.

Retaliation against a team member who makes a good faith report is strictly forbidden. To report any retaliation, please contact your Manager, the Team Member Customer Care Line or call the Human Resources Department.

### **OPEN DOOR POLICY/SUGGESTIONS FOR CONTINUOUS IMPROVEMENT (See Page 4)**

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Team members are encouraged to share their concerns, seek information, provide input, and resolve problems/issues through their immediate manager, and as appropriate, consult with any member of management toward those ends. Managers are expected to listen to team member concerns, to encourage their input, and to seek resolution of their problems/issues.

### **INTRODUCTORY PERIOD (See Page 5)**

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The first ninety (90) calendar days of employment is a period of training and orientation to the job. PSSI uses these 90 days to evaluate your qualifications more carefully. Your performance on the job, your attitude and potential abilities are all weighted in determining whether your qualifications are best suited to our particular needs. After satisfactory completion of this period of training and orientation to the job, the newly hired individual becomes a regular "at-will" team member with his/her anniversary date being the original employment date.

### **EQUAL EMPLOYMENT OPPORTUNITY (See Page 5)**

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PSSI is committed to providing equal employment opportunities to all team members and applicants without regard to race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability or any other protected status in accordance with all applicable federal, state, and local laws. This equal employment opportunity commitment relates to all aspects of the employment relationship, which include selection, promotion, performance evaluation, and discharge. Any team member who is found to have violated this policy is subject to disciplinary action, up to and including termination of employment. If you believe that you have experienced treatment in violation of this policy, you should report the incident to your Manager, the Human Resources Department, or call the Team member Customer Care Line at 844-880-0009.

### **UNLAWFUL HARASSMENT, DISCRIMINATION AND RETALIATION (See Page 6)**

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The Company prohibits harassment of any team member by any other team member on the basis of race (including traits historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law. Any team member who is found to fail to comply with this policy may be subject to disciplinary action, up to and including termination of employment. If at any time you feel you are being harassed, you should immediately contact: Your Manager, the Human Resources Department, or call the Team Member Customer Care Line.

### **AT-WILL EMPLOYMENT/TERMINATION OF EMPLOYMENT (See Page 9)**

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Team members may voluntarily terminate employment at any time and PSSI reserves the right to terminate the

employment relationship at any time, with or without cause or notice for any reason not prohibited by law.

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***PAY PERIOD AND PAYCHECKS (See Page 20)***

The pay period is on a weekly schedule. The work week begins on Monday at 1:00 p.m. and runs through Monday at 12:59 p.m. Checks are issued every week, following the close of a pay period.

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***TIME RECORDING PROCEDURES (See Page 21)***

All team members are required to accurately record the time they begin and end their work. Team members are also required to punch/clock in and out for lunch periods. During the lunch period team members are relieved of all working duties

Time worked is all the time actually spent on the job performing assigned duties. Therefore, team members must not sign-in/clock in until ready to start work. Arriving to work and signing-in/clocking-in more than seven (7) minutes before the start of a scheduled shift or signing-out/clocking-out more than seven (7) minutes after the end of a scheduled shift without prior approval is unacceptable. Exceptions to scheduled work hours, including overtime, may not be permitted without prior approval from the Manager.

Team members must record their individual time only, using the Sign-In/Sign-Out Sheet or Time Clock when available. Any errors or accidental omissions on the sheet requiring correction must be signed and corrected by the Manager, not the team member. Any team member or management, who alters, tampers with, or falsely records time worked, alters another team member's Sign-In/Sign-Out, or violates any time recording procedure may be subject to disciplinary action, up to and including termination.

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***VACATION (See Page 25)***

Full time team members are eligible for paid vacation time according to the following schedule:

Upon completion of 2 <sup>nd</sup> year of service	=	5 days (40 hours)
Upon completion of 3 <sup>rd</sup> – 5 <sup>th</sup> years of service	=	10 days (80 hours) each year Max Accrual Cap: 15 Days (120 hours)
Upon completion of 6 <sup>th</sup> – 10 <sup>th</sup> years of service	=	15 days (120 hours) each year Max Accrual Cap: 23 Days (184 hours)
Upon completion of 11 <sup>th</sup> – 25 <sup>th</sup> years of service	=	20 days (160 hours) each year Max Accrual Cap: 30 days (240 hours)
Upon completion of 26 <sup>th</sup> year and thereafter	=	25 days each year Max Accrual Cap: 38 days (304 hours)

Vacation may not be accrued in excess of the maximum accrual cap for a team member's continuing length of service. Once a team member's unused and accrued vacation reaches the maximum cap, the team member will not become eligible for any additional time except to the extent that the prior vacation time has been used.

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***INSURANCE & RETIREMENT BENEFITS (See Page 29)***

We offer the following insurance and retirement benefits to eligible team members:

- Group Health Insurance
- Group Life Insurance
- 401(k) Retirement Savings Plan

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

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***FAMILY AND MEDICAL LEAVE ACT/CALIFORNIA FAMILY RIGHTS ACT (See Page 36)***

The Family and Medical Leave Act and California Family Rights Act ("FMLA / CFRA") provide eligible team members the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave a team member may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. PSSI also offers a non-FMLA leave of absence for team members who do not qualify for protection under FMLA. Eligible team members have the opportunity to use up to six (6) weeks of unpaid leave for a personal illness or injury due to their self-qualifying medical event.

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***PROGRESSIVE DISCIPLINE PROCESS (See Page 42)***

The following steps are *minimum* disciplinary actions for *minor* work-related misconduct or safety violations within a twelve (12) month period, starting from the date of the first disciplinary action: First Violation: Verbal Written warning; Second Violation: Written Warning; Third Violation: Suspension; Fourth Violation: Dismissal. Should the violation be considered *severe*, the following steps could be combined or accelerated up to and including dismissal.

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***SOLICITATION/DISTRIBUTION (See Page 50)***

In the interest of maintaining productivity and a proper business environment, team members may not distribute literature or other materials of any kind or solicit for any cause during the working time of any team member

involved. Furthermore, team members may not distribute or circulate literature or other material of any kind in working areas, at any time, whether or not the team members are on working time. Likewise, team members may not solicit for any cause during the working time of any team member involved. For just some examples, non-working time would be lunch or break and a non-working area would be the break room.

***ABSENTEEISM/TARDINESS (See Page 51)***

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All team members are expected to be at their workstation ready to work at their scheduled time, return from break periods as scheduled, and work their full scheduled hours. Tardiness and absence from scheduled work time can disrupt Company ability to serve customers. Team members who will be absent from work for any reason, must call their Supervisor or Manager at the earliest possible opportunity and within thirty (30) minutes of their scheduled start time. Violations of the Absenteeism/Tardiness Policy will result in disciplinary action, up to and including termination.

***ALCOHOL AND DRUG POLICY (See Page 53)***

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PSSI prohibits its team members from using, possessing, being under the influence of, selling, manufacturing, distributing, soliciting or transferring alcohol or illegal drugs/controlled substances while working, while on PSSI premises, or while operating any PSSI vehicle, machinery or equipment. Unless prohibited by state law, team members may be subject to pre-employment, random, and/or “reasonable cause” drug tests at PSSI’s sole discretion.

***WORKPLACE VIOLENCE/WEAPONS (See Page 74)***

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The Company is committed to preventing workplace violence and maintaining a safe work environment. All violence or threats of violence, both direct and indirect, should be reported as soon as possible to the Manager or Human Resources. Team members are encouraged to bring their disputes or differences with other team members to the attention of the Manager or the Human Resources Department before the situation escalates into potential violence. Anyone determined to be responsible for violence or threats of violence or other conduct that is in violation of these guidelines may be subject to disciplinary action up to and including termination of employment.