



# EMPLOYEE HANDBOOK

## **Welcome to Right Way Plumbing!**

It is a pleasure to welcome you to Right Way Plumbing Co. ("RWP" or "the Company"). Congratulations on being selected as a member of the team! We look forward to the many contributions you will make to the jobs you're assigned and the organization as a whole.

Right Way Plumbing specializes in mid- and high-rise residential buildings, medical, pharmaceutical, hospitality, commercial and industrial plumbing. In addition, our fully staffed service department is available 24 hours a day to handle any and all repair needs. Right Way Plumbing is considered a leader among our peers in South Florida. Today, our Company is over 90 years strong, with offices throughout Dade, Broward, Palm Beach and Hillsborough counties.

The Company's longstanding reputation and commitment to quality and reliability is reflected in the personal integrity of our employees, and compliance with these policies is a cooperative effort. We strongly feel the Company operates through its employees and believe this Employee Handbook provides a comprehensive guide to the way the Company has conducted itself in the past, outlines how the Company will continue to conduct its business in the future, and reiterates the Company's commitment to excellence in our dealings with our co-workers, customers, and competitors.

Please take the time to carefully review all of the policies and procedures and use this Employee Handbook as a resource when you have questions or concerns. In addition to the electronic version, a printed copy of the Handbook is available for viewing at each job site as well as in the Human Resources Department. Upon receipt of the Handbook, please print and sign the Acknowledgment Form and return it to your supervisor or the Office Manager.

We look forward to working with you and wish you much success as we continue to grow. We appreciate and encourage your comments, questions, and suggestions. Welcome to Right Way Plumbing!

Sincerely,

*Chuck Ermer*

Charles D. Ermer President

**Employee Handbook Receipt & Acknowledgment**

**Right Way Plumbing Co.  
Employee Handbook Receipt & Acknowledgement**

This Employee Handbook is an important document intended to help you become acquainted with Right Way Plumbing Co. (“the Company” and/or “RWP”). This Handbook will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention. Since the general business atmosphere of Right Way Plumbing Co. and economic conditions are always changing, the contents of this Handbook may be changed at any time at the discretion of the Company.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Right Way Plumbing Co. Employee Handbook.

- ❖ I acknowledge receipt of the Company’s Employee Handbook presented to me today and made available to me electronically. Additionally, I understand the Human Resources Department has a printed copy available for my viewing as well. Should any of these methods be unavailable to me, I may contact the Office Manager, and upon request, a printed copy will be furnished. I agree to read the Handbook thoroughly, including the statements in the foreword and introduction describing the purpose and effect of the Handbook. I understand it is my responsibility to comply with the policies contained herein and any revisions made to it. I agree that if there are any policies or provisions in the Handbook that I do not understand or are not specified, I will consult my supervisor or the Office Manager. As of May 2021, I understand that this Handbook replaces (supersedes) all other previous Handbooks.
- ❖ I understand my employment with Right Way Plumbing Co. is defined as an “At Will” Employee. This means that the employment relationship is for no specific term and may be terminated by me or the Company at any time for any reason with or without advanced notice and with or without cause. No employee, supervisor, or other representative of the Company (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. This “at-will” nature of employment can never be altered and can only be changed in writing by the President of the Company.
- ❖ I understand the first ninety (90) calendar days of employment with the Company are considered to be a 90-day Introductory Period as described herein. Further, I fully understand that successful completion of the 90-day Introductory Period does not alter or change the “at will” nature of my employment, nor does successful completion of the Introductory Period create an employment contract or a guarantee of future employment.
- ❖ I understand this Handbook states the Company’s policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract, express or implied, with Right Way Plumbing Co. for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified, or terminated at any time. I understand that, should the content be changed in any way, the Company will make every effort to notify me and may require an additional signature from me to indicate that I am aware of and understand any new policies.

\_\_\_\_\_  
Employee’s Printed Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Employee’s Signature

\_\_\_\_\_  
Date

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## **ABOUT US**

### **Company History**

Right Way Plumbing Co was established in Miami, Florida in 1931. The Ermer Family took control of ownership and operation in 1968 and is now in its 2nd generation. Our goal is to build lasting relationships with our customers by providing superior service at competitive prices without effecting quality. Right Way Plumbing has always been one of Southeast Florida's most admired operations. Priding itself in the quality of its workmanship, no matter how large or small the project may be, has in turn resulted in repeat customers. Some of which have been with us for over 30 years! In the early 1980's we used the first IBM PC's to computerize cost estimating and accounting, designing custom systems even before commercial products were available. We have continued to be on the fore front of technology for the past two decades. Our CAD division now performs complete layouts for sleeving and coordination. We use state of the art software enabling us to layout the projects correct the first time and avoid conflicts with other trades.

In our 90 years in the industry our experience includes projects, diverse in size and complexity. We take great pride in the fact that every one of these projects has been completed to the satisfaction and approval of our customers, whose praise and continued support is our constant aspiration and objective.

We are state certified in Plumbing and Pollutant Storage contractors as well as completely bondable and insured for any project we perform.

## INTRODUCTION

### ***Purpose of this Guidebook***

This Employee Handbook contains information about the employment policies and practices of **Right Way Plumbing Co.** ("RW P" or "the Company"). We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding the Company. This Employee Handbook and policy statement supersedes all previously issued employee handbooks and verbal or written policy statements. Except for the policy of at-will employment, which the Company can only change in writing, the Company reserves the rights to revise, delete, and add to the provisions of this Employee Handbook. No verbal statements or representations can change the provisions of this Employee Handbook.

In addition, this Employee Handbook is not an employment agreement or contract, express or implied, guaranteeing employment for any specific duration, nor does it create an owned or enforceable right on behalf of any employee. No person has the authority to waive or vary his/her understanding pertaining to the non-contractual nature of this Handbook. Policies, procedures, practices and benefits are subject to change and the descriptions of various fringe benefits such as health insurance are intended as summaries only. RWP retains the right to implement these changes even if they have not been communicated, reprinted, or substituted with this company employee handbook.

Not all policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. Any questions or concerns about this Employee Handbook or any other policy or procedure should be referred to your supervisor or the Human Resource Department.

### ***Employment At-Will***

While we hope that employment with the Company will prove mutually satisfactory, please understand continued employment is not guaranteed for any employee. Employment with the Company is employment at-will. This means that the Company may terminate your employment at any time, for any reason whatsoever, or for no reason, and likewise, you are free to resign your employment with the Company at any time, with or without cause or notice. Unless employment is covered by a written employment agreement for a specific duration, the policy of the Company's at-will employment represents the sole and entire agreement between the employees and the Company as to the duration of employment and the circumstances under which employment may be terminated. No supervisor or other representative of the Company (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Additionally, the Company further reserves the right to change an employee's compensation, duties, assignments, responsibilities, and/or work location at any time.

### ***Employment Categories***

❖ *Regular Full-Time Employee* – An employee who has successfully completed their Introductory Period and consistently works 40 hours or more per week is considered full time. Full-time employees may be exempt or non-exempt as described below and are eligible for health and other fringe benefits.

*Regular Part-Time Employee* – An employee who has successfully completed their Introductory Period and consistently works less than 40 hours per week is considered part-time. Generally, Part-time employees are non-exempt as described below and are not be eligible for certain benefits offered by the Company.

❖ *Exempt Employee* – A regular, full-time employee whose job duties, responsibilities, and salary places them in a bonafide executive, administrative, professional, or outside sales capacity for purposes of the Federal Fair Labor Standards Act and applicable state laws. Exempt Employees are not entitled to receive additional compensation for hours worked in excess of 40 hours per week.

❖ *Non-Exempt Employee* – All employees who are not otherwise classified as "exempt." Non-exempt Employees must be paid for all overtime hours worked in accordance with the Fair Labor Standards Act and applicable state laws.



- ❖ *Temporary Employees* – A Temporary Employee is one who is employed (on a full-time or part-time basis) for a definitive period of time, such as for a specific project or assignment. Temporary Employees are not eligible for health or other fringe benefits.

### ***Introductory Period***

The Introductory Period is the first ninety (90) calendar days of employment after date of hire (“Introductory Period”). During the Introductory Period, employees are evaluated on their capabilities, work habits, and overall job performance. The Introductory Period is intended to offer new employees an opportunity to demonstrate their knowledge and abilities to achieve a satisfactory level of performance and whether or not the new position meets their expectations. This period is also a time for employees to get to know their coworkers, management, and the tasks involved in their position, as well as becoming familiar with the Company’s services and clients. This Introductory Period does not constitute a contractual obligation on the part of the Company to retain the employee. During the Introductory Period, as well as any point during the employee’s employment, the employee may be terminated at-will by the Company, or the employee may terminate his/her employment with the Company during this period. Please understand that completion of the Introductory Period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

## **EMPLOYMENT PHILOSOPHIES**

### ***Communication – Open Door Policy***

The Company strongly believes open communication between management and employees is critical for effective operations. Therefore, the Company strives to keep employees informed of activities affecting their jobs. RWP employee meetings, bulletin boards, memos, and other forms of communication are utilized to provide our employees information. As an employee you are strongly encouraged to share your concerns or ideas as well as seek information regarding employee benefits and company policies. In the event you are experiencing any problems or issues with regards to your employment, please contact your immediate supervisor.

If an employee does not feel comfortable contacting the supervisor, or is not satisfied with the response, you should submit the complaint or suggestion in writing to the Human Resource Department. The written submission will receive prompt attention.

While this is an opportunity for all employees to communicate their views, please understand that not every complaint can be resolved, or every suggestion acted on, to the employee’s satisfaction. Even so, the Company believes that open communication is essential to a successful work environment, and all employees should feel free to raise issues of concern without fear of reprisal or retaliation.

### ***Equal Employment Opportunity Policy Statement***

RWP is an Equal Employment Opportunity Employer. We are committed to complying with all federal, state and local laws providing equal employment opportunities. It is our intent to maintain a work environment which is free of discrimination because of age, race color, national origin, ancestry, religion, sex/gender, pregnancy, sexual orientation, gender identity, disability, genetic information, veteran status, uniformed service member status or any other status protected by federal, state, or local government. All such discrimination is unlawful, and all persons involved in the operations of the company are prohibited from engaging in this type of conduct.

Anyone who has been discriminated against on the job, or anyone who is aware of the discrimination of others, should provide a written or verbal complaint to the Human Resource Department as soon as possible. Any documents or other evidence supporting the allegations should also be submitted. An investigation will be conducted. The Company prohibits all retaliation for submitting a report of unlawful discrimination and for cooperating in any investigation. Any manager or employee who retaliates against the accuser or those involved in the investigation will be disciplined up to and including termination from employment.

If the investigation determines that prohibited discrimination or other conduct in violation of company policy has occurred, disciplinary action up to and including termination of employment, will be considered against those who engage in misconduct. In the event that an employee files a frivolous, malicious, or false claim, appropriate disciplinary action will be

taken, up to and including termination of employment.

The policy applies to all areas of employment, including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation benefits, social and recreational programs, and all other conditions and privileges of employment in accordance with applicable federal, state, and local laws.

It is the policy of the Company to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's disability. The Company will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodation made does not constitute an undue hardship on the Company. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their Supervisor or the Office Manager.

Equal employment opportunity notices are posted on appropriate employee bulletin boards as required by law. The notices summarize the rights of employees to equal opportunity in employment. Management is primarily responsible for seeing that the Company's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone.

**Any employee, including managers, involved in discriminatory practices will be subject to termination.**

#### ***Immigration Law Compliance***

RWP is committed to employing only those persons authorized to work in the United States and does not discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility upon hire. Subsequent to hire, employees are required to maintain their eligibility to work in the United States and if applicable, furnish current documentation to the Company. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the Human Resources Department. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

#### ***Non-Discrimination, Anti-Harassment, and Anti-Retaliation Policy***

RWP is committed to a work environment that is professional, productive, and free from intimidation, hostility, or other offenses, which might unreasonably interfere with work performance and/or employment opportunities. As such, discrimination, harassment, and retaliation of any sort - verbal, physical, and visual – are strictly prohibited and subject to a "zero tolerance" policy that is strictly enforced at all times.

The Company will not tolerate any statements or actions that create an unlawfully discriminatory or harassing work environment. Nor will the Company tolerate any harassment, discrimination, coercion, threat, intimidation, interference or any other retaliation against employees or applicants: (i) for making a good faith complaint about unlawful discriminatory or harassing conduct; (ii) for assisting in good faith in any investigation of such complaints; (iii) for opposing in good faith any unlawful act or practice regarding equal employment opportunity based on a protected characteristic; or (iv) for exercising in good faith any right regarding equal employment opportunity based on a protected characteristic.

If any employee believes that the Company's prohibitions against discrimination, harassment, or retaliation have been violated, he /she **must** report the matter immediately as outlined in the Complaint Procedure section below. The Company will promptly and thoroughly investigate all complaints and take prompt and appropriate corrective action in response. All employees are required to cooperate with any in-house investigations. Employees who violate the Company's prohibitions against discrimination, harassment, or retaliation will be subject to appropriate disciplinary action, up to and including immediate termination, depending on the circumstances and in accordance with applicable laws.

The Company is committed to providing a workplace free of unlawful discrimination, harassment, and retaliation. The Company does not tolerate discrimination, harassment, or retaliation of employees by shareholders, co-workers, or non-employees with whom the Company has a business, service, or professional relationship (e.g., customers, vendors, or suppliers). Similarly, the Company does not tolerate discrimination, harassment, or retaliation by its employees of non-employees with whom the Company has a business, service, or professional relationship.

### ***Harassment***

Unlawful harassment includes not only sexual harassment, but also harassment based on race, color, religious affiliation or ideas, sex (including pregnancy, childbirth, or related medical conditions), national origin, age, disability, genetic traits or characteristics (including the sickle cell trait), marital status, veteran status, or any other characteristic protected by applicable federal, state, or local laws. Examples of the types of conduct that are prohibited by this Policy include, but are not limited to, the following:

- ❖ Verbal conduct such as derogatory comments, slurs, epithets, offensive jokes, negative stereotyping, foul and obscene language, or threats.
- ❖ Visual or written conduct such as offensive gestures, photographs, posters, calendars, cartoons, screen savers, emails, drawings, or objects.
- ❖ Physical conduct such as assault or unwanted touching.

### ***Sexual Harassment***

Conduct of a sexual nature is prohibited when: (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) such conduct is unwelcomed and is sufficiently severe or pervasive as to interfere with an individual's work performance or create an intimidating, hostile, or offensive work environment.

Examples of the types of unwelcome sexual conduct that are prohibited by this Policy include, but are not limited to, the following:

- ❖ Making repeated requests for dates
- ❖ Requesting sexual favors in return for employment rewards, making threats if sexual favors are not provided, or granting or denying employment benefits based on any form of sexual favoritism
- ❖ Sexually suggestive touching
- ❖ Grabbing, groping, kissing, or fondling
- ❖ Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against someone's body
- ❖ Suggestive whistling
- ❖ Making lewd, off-color jokes
- ❖ Making sexually explicit comments about one's sex life, body parts, sexual activities, sexual deficiencies, sexual orientation, gender identity or sexual prowess
- ❖ Asking questions about someone's sex life or experiences
- ❖ Leering, staring, or stalking
- ❖ Displaying sexually explicit images, including those found in posters, calendars, photographs, graffiti, cartoons, or screen savers
- ❖ Gesturing in a sexually suggestive manner
- ❖ Sending offensive or suggestive e-mail, text messages, or voicemail messages
- ❖ Distributing offensive letters or poems

### ***Complaint Procedure***

The Company's complaint procedure provides a prompt, confidential, and objective investigation of any claim of discrimination, harassment, or retaliation, and prompt remedial action by the Company for any substantiated violations of Company policy against these prohibited behaviors.

Anyone who feels that he or she has been a victim of unlawful discrimination, harassment, or retaliation on the job, or anyone who is aware of such unlawful behavior by others, must report the matter as outlined below. The complaint should be as detailed as possible, including the names of individuals involved, the names of any witnesses, direct quotations when language is relevant, and any documentary evidence (notes, pictures, emails, cartoons, etc.). In summary the resolution process is as follows:

- ❖ Report the prohibited conduct to your Supervisor or the Vice President (VP) of Field Operations. Explain the problem in detail and suggest any solutions.
- ❖ If the matter is not resolved by your Supervisor or the VP of Field Operations, if your Supervisor or VP of Field Operations are part of the issue, or if you do not feel comfortable reporting the issue to your Supervisor or VP of Field Operations for whatever reason, you **MUST** bring the issue to the Office Manager.
- ❖ Keep in mind the Office Manager may be contacted at any time as an alternative resolution avenue.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing, discriminating, or retaliating conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

Applicable laws also prohibit retaliation against any employee for using this complaint procedure, and for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing. Additionally, the Company will not knowingly permit any retaliation against any employee who files a complaint or who participates or assists in an investigation. All complaints that are reported will be promptly and fully investigated.

If it is determined that a violation of Company policy has occurred, the Company will take prompt remedial action commensurate with the circumstances up to and including termination of employment. Additionally, prompt appropriate action will also be taken to deter any future violations.

In the event that an employee files a frivolous, malicious, or false claim, appropriate disciplinary action will be taken, up to and including termination of employment.

***Whistleblower Policy***

As described below, RWP encourages employees to come forward with credible information on illegal practices or serious violations of adopted policies of the Company, and furthermore, prohibits retaliation against any such employee.

***Encouragement of Reporting***

The Company encourages complaints, reports or inquiries about illegal practices or serious violations of RWP’s policies, including illegal or improper conduct by RWP itself, by its leadership, or by others on its behalf. Appropriate subjects to bring forth under this policy would include financial improprieties, accounting or audit matters, ethical violations, or other similar illegal or improper practices or policies. Other subjects for which RWP has existing complaint mechanisms, should be addressed under those mechanisms, such as raising matters of alleged discrimination or harassment via RWP’s human resources channels, unless those channels are themselves implicated in the wrongdoing. This policy is not intended to provide a means of appeal from outcomes in those other mechanisms.

***Protection from Retaliation***

The Company prohibits retaliation by or on behalf of RWP against employees for making good faith complaints, reports or inquiries under this policy or for participating in a review or investigation under this policy. This protection extends to those whose allegations are made in good faith but prove to be mistaken. RWP reserves the right to discipline persons who make bad faith, knowingly false, or vexatious complaints, reports or inquiries or who otherwise abuse this policy.

***Where to Report***

Complaints, reports or inquiries may be made under this policy on a confidential or anonymous basis. They should describe in detail the specific facts demonstrating the bases for the complaints, reports or inquiries. They should be directed to the Office Manager; if for any reason employees feel uncomfortable or are unable to direct complaints, reports or inquiries to the Office Manager as outlined above, the matter should be reported to the President.

As appropriate, RWP and/or its designated representative(s) will conduct a prompt, thorough, and objective review and/or investigation. Employees or contractors must recognize that RWP may be unable to fully evaluate a vague or general complaint, report or inquiry that is made anonymously.

***Workplace Violence***

The Company recognizes that violence in the workplace is a growing nationwide problem necessitating a firm response by the Company. The costs of workplace violence are great, both in human and financial terms. We believe that the safety and security of the Company employees are paramount.

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, that involve or affect the organization, or in the course of business conducted on or off Company property, will not be tolerated. This prohibition against threats and acts of violence applies to all persons involved in Company operations, including, but not limited to, Company personnel, contract workers, temporary employees, vendors, and anyone else on Company property or conducting business on or off Company property. Violations of this policy by any individual will lead to disciplinary action, up to and including termination, and/or legal action as appropriate.

This policy is intended to bring the Company into compliance with existing legal provisions requiring the Company to provide a safe workplace; it is not intended to create any obligations beyond those required by existing law.

### ***Definitions***

Workplace violence is an intentional conduct that is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property. Workplace violations may involve any threats or acts of violence occurring on Company premises, regardless of the relationship between the Company and the parties involved in the incident. It also includes threats or acts of violence that affect business interests or that may lead to an incident of violence on Company premises. Threats or acts of violence occurring off Company premises that involve employees, agents, or individuals acting as a representative of the Company, whether as victims of or active participants in the conduct, may also constitute workplace violence. Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- ❖ Threats or acts of physical or aggressive contact directed toward another individual
- ❖ Threats or acts of physical harm directed toward an individual or his/her family, friends, associates, or property
- ❖ The intentional destruction or threat of destruction of Company property or another employee's property
- ❖ Harassing or threatening phone calls, messages, etc.
- ❖ Surveillance; Stalking
- ❖ Veiled threats of physical harm or similar intimidation
- ❖ Any conduct resulting in the conviction under any criminal code provision relating to violence or threats of violence that adversely affects the Company's legitimate business interests or behavior that is personally offensive, threatening, or intimidating

### ***Enforcement***

Any person who engages in a threat or violent action on Company property may be removed from the premises as quickly as safety permits and may be required, at management's discretion, to remain off Company premises pending the outcome of an investigation of the incident.

When threats are made or an employee commits acts of violence, investigation will be conducted. Once a threat has been substantiated, it is the Company policy to put that person on notice that he/she will be held accountable for his/her actions, up to and including termination of employment, depending on the seriousness of the offense.

## **CODE OF CONDUCT**

The Company's code of conduct is not meant to limit anyone's rights, but to protect the rights of everyone. We hold ourselves to a high standard of quality where the rules and authority figures simply assure that quality is maintained. Employees are expected to use good judgment, ethical business practices, and proper personal behavior.

### **Business Ethics and Conflict of Interest**

#### ***Core Principle***

As professionals, we are responsible for adding value to the customers we serve. We accept professional responsibility for our individual decisions and actions. We are also advocates for the profession by engaging in activities that enhance its credibility and value.

#### **Intent**

- ❖ To build respect, credibility and importance for the profession within our organization, the industry, and the business communities we serve
- ❖ To assist the organizations we serve in achieving their objectives and goals
- ❖ To positively influence workplace practices
- ❖ To encourage professional decision-making and responsibility
- ❖ To encourage social responsibility
- ❖

#### **Guidelines**

- ❖ Adhere to the highest standards of ethical and professional behavior
- ❖ Comply with the law
- ❖ Work consistent with the values of the profession
- ❖ Strive to achieve the highest levels of service, performance and social responsibility

Furthermore, RWP expects our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Company and should avoid any situation which involves, or may involve, a conflict between their personal interest and the interest of the Company. As in all other facets of their duties, employees dealing with employee information, clients, suppliers, carriers, providers, contractors, competitors, or any person/entity doing or seeking to do business with the company must act in the best interest of the Company.

Transactions with outside firms must be conducted within a framework established and controlled by the President. Business dealings with outside firms shall not result in unusual gains for those outside firms or the employee. Unusual gains refers to bribes; product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the outside firm, employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific approval from the President.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative, or for an outside firm as a result of Company business. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. Any employee influence on transactions involving purchases, contracts, or leases needs to be disclosed to the President as soon as possible to ensure safeguards can be established to protect all parties. Special consideration of any kind as a result of business dealings is strictly prohibited.

Additional examples of activities which may represent a conflict of interest or ethics violations include, but are not limited to:

- ❖ Inappropriate use of Company equipment or systems, trademarks, logos, or other proprietary information
- ❖ Serving as a director, officer, partner, consultant, or in a managerial or technical capacity with any outside concern which does or is seeking to do business with, or is competitor of the Company; exceptions to this must be approved by the President.
- ❖ Competing with the Company directly or indirectly in the profits of any outside concern which does or is seeking to do business with, or is a competitor of the Company
- ❖ Purchasing/owning securities of publicly held corporations as a result of confidential information/knowledge about the Company's operations, relations, negotiations, etc., with such corporations

- ❖ Acting as a broker, finder, go-between, or otherwise for the benefit of a third party in transactions involving or potentially involving the Company or its interests
- ❖ Seeking or acceptance by any employee or employee's family of any gratuities, gifts, or favors beyond what is considered to be normal business practice, such as cash of any amount, excessive entertainment or travel, loans, or other substantial or unusual favors from any person or concern that does or seeking to do business with or is a competitor of the Company
- ❖ Any other arrangements or circumstances, including family or other personal relationships, which might dissuade the employee from acting in the best interest of the company or violate the law

An employee must promptly disclose actual or potential conflicts of interest, in writing, to the President. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

A violation of this policy will result in immediate and appropriate corrective action, up to and including termination.

### ***Reporting/Resolution Procedure***

Individuals who believe they have experienced, witnessed, or heard of conduct they believe is contrary to the Business Ethics and Conflicts of Interest Policy as described above must immediately report it to the Office Manager or the President.

Any reported allegations will be investigated promptly, professionally, thoroughly, and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process, to the extent possible, consistent with adequate investigation and appropriate corrective action. RWP will take any additional action necessary to appropriately remedy the situation. No adverse employment action will be taken against any employee making a *good faith* report of alleged harassment.

Misconduct constituting a violation of the Business Ethics policy will be dealt with promptly and appropriately. Responsive actions may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination as the Company deems appropriate under the circumstances.

Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this complaint procedure. The availability of this complaint procedure does not preclude individuals who witness or are subjected to inappropriate behavior from promptly advising the offender that his or her behavior is unacceptable and requesting that it be discontinued. Working together to address concerns can lead to solutions that will benefit everyone.

### ***Confidential Information***

Our vendors, investors, as well as our employees, entrust us with important information relating to their professional and/or personal business. As such, the nature of this relationship requires maintenance of confidentiality. In safeguarding Company-related information, including without limitation, employee data, customer information, documents, notes, files, records, oral information, computer files, or similar materials (except in the ordinary course of performing duties on behalf of the Company) may not be removed from the Company's premises without written permission from an authorized member of management. Additionally, the contents of Company's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose any confidential information, purposefully or inadvertently (through casual conversation), to any unauthorized person inside or outside the Company. Employees who are unsure about the confidential nature of specific information must ask their Supervisor, the Office Manager, or executive management for clarification. Employees will be subject to disciplinary action, up to including termination of employment for knowingly or unknowingly revealing information of a confidential nature.

The unauthorized use, release, or copying of confidential information relating to RWP or any of its clients is prohibited both during and after employment with the Company. Unauthorized use includes, but is not limited to, personal gain,

providing advantage to others, etc. Confidential information includes, but is not limited to:

- ❖ Customer data/Customer Lists
- ❖ Prospect Lists
- ❖ Vendor Lists
- ❖ Employee Information
- ❖ Financial Information
- ❖ Marketing Strategies
- ❖ New material research
- ❖ Pending projects and proposals
- ❖ Proprietary process
- ❖ Technological data

**Employees who improperly use or disclose trade secrets or confidential business information will be subject to corrective action, up to and including termination of employment and legal action.**

Additionally, RWP expects all employees to honor and adhere to any legal duties owed to prior employers relative to any agreed upon confidentiality, non-disclosure, non-solicitation, and/or non-competition covenants. Accordingly, the Company prohibits any employee from downloading, copying, transferring, storing, or utilizing any data, materials, forms, software, etc., from a former employer where restrictive covenants apply.

Any violation of confidentiality seriously injures RWP' reputation and effectiveness. Therefore, if you are questioned by someone outside the Company and you are concerned about the appropriateness of providing certain information, remember that you are not required to answer. Instead, as politely as possible, refer the request to management. Even casual remarks can be misinterpreted and repeated. Therefore, it is expected that each employee will develop the personal discipline necessary to maintain confidentiality.

Any employee who improperly uses or discloses confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, including an injunction prohibiting the use of such information, even if he/she does not actually benefit from the disclosed information.

#### ***Counseling and Corrective Action***

Managers and supervisors have a responsibility to effectively manage employees and work products/processes in their areas, and employees have a responsibility to conduct themselves in a professional manner while performing their duties and tasks assigned. By accepting employment with us, you have a responsibility to the Company and to your fellow employees to adhere to certain performance standards as well as the established rules relative to behavior and conduct. Corrective Action procedures are designed to correct inappropriate behavior and/or substandard performance. If corrective action is deemed necessary, employees are given notification that their performance and/or behavior does not meet the company's standards. Every effort will be made to help employees reach the goals established. Respectful and open communication is necessary to reach the outcomes desired.

The Company may exercise its discretion to utilize any forms of discipline that are less severe than termination. Examples of less severe forms of discipline include verbal warnings, written warnings and/or final written warnings, written warnings with suspension and/or probationary period, reduction of wages, demotion, etc. While one or more of these forms of discipline may be taken in connection with a particular employee, no formal order or prescribed procedures are necessary. Each case is considered based on its own facts. In the case of misconduct or violation of the Company's policies, immediate termination may be appropriate depending on the facts.

#### ***Electronic Communications and Systems Use***

All computer systems, equipment, software, networking and Internet connections are to be used for business purposes only. These technology devices are provided to employees for the purpose of job performance only. All information stored on company computers is the property of the Company and can be examined, erased, or otherwise used by the Company at any time. The employee has no right of privacy regarding any information or file maintained in or on Company property or stored through the Company's computer systems, hard drives, software, voice mail, electronic mail, or other



technical resources, as well as any and all forms of written communication. As such, employees expressly waive their rights to any information on Company systems. For the purposes of inspecting, investigation, or searching the Company's written or computerized files, transmissions, voice mail or electronic mail, the Company may override any applicable passwords or codes in accordance with the Company's best interest.

Any abuses of this policy will result in counseling and/or corrective action up to and including termination. Furthermore, the Company may pursue applicable legal action when deemed necessary.

The following non-exhaustive list reflects examples of inappropriate usage of computers and peripheral equipment:

- ❖ Removal of hardware from premises without explicit written company consent
- ❖ Copying and/or downloading of any company-owned or licensed software unless approved by the President
- ❖ Downloading and removing company software, company files, or company documents from the office
- ❖ Forwarding company documents to any outside source
- ❖ Using computers or hardware to conduct illegal activities
- ❖ Using computer to create, view, transmit, or receive racist, sexist or other offensive or illegal material is prohibited
- ❖ Installing any software that is not licensed by the company
- ❖ Physically neglecting or damaging hardware or equipment
- ❖ Removal or additions of components, or any other modifications to computers except as authorized by the Company
- ❖ Removing the computer cover, except as authorized by the Company
- ❖ Any attempt to discover passwords or defeat security mechanisms
- ❖ Revealing any known passwords to any other person including other employees
- ❖ Changing passwords on any computer operating system, except for the employee's own internal network account
- ❖ Modifications to the operating systems, except as authorized by the Company
- ❖ The introduction of any virus or self-replicating program to a computer operating system or any attempt to defeat or remove anti-virus protections from a computer
- ❖ Scanning or printing personal documents
- ❖ The violation of any End User License Agreements or the Reverse engineering of any software

The following non-exhaustive list reflects examples of inappropriate usage of internet connections:

- ❖ Any attempt to discover passwords or defeat security mechanisms on the network
- ❖ Using Internet connections to conduct unlawful activities
- ❖ Revealing any known passwords to any other person including employees
- ❖ Downloading any software, including "freeware" and unlicensed software except as authorized by the Company
- ❖ Any attempt to gain unauthorized access to any computer or operating system on the Internet.
- ❖ Enabling Internet access to any operating system or hardware component existing on the company's network
- ❖ Using any component of the company's network to host or accept Internet traffic

Use of Company computers, networks, and Internet access is a privilege granted by management and may be revoked at any time for inappropriate conduct including, but not limited to:

- ❖ Sending chain letters
- ❖ Engaging in private or personal business activities
- ❖ Creating and updating personal blog
- ❖ Misrepresenting oneself or the Company
- ❖ Engaging in unlawful or malicious activities
- ❖ Using abusive, profane, threatening, racist, sexist, or otherwise objectionable language in either public or private messages
- ❖ Sending, receiving, or accessing pornographic materials
- ❖ Becoming involved in partisan politics
- ❖ Causing congestion, disruption, disablement, alteration, or impairment of Company networks or systems
- ❖ Infringing in any way on the copyrights or trademark rights of others
- ❖ Using recreational games
- ❖ Selling, Bidding on or Viewing items listed on Craig's List or eBay
- ❖ Logging on to various social media networks such as Facebook, Twitter, Instagram, TikTok etc
- ❖ Logging into YouTube

### ***E-Mail and Newsgroup Usage***

All e-mail is monitored and reviewed by the Company. Any information sent or received as e-mail becomes the property of the Company. Employees should not send anything by e-mail that they would not put in a traditional letter or memorandum. Material accessed, downloaded, created, stored or communicated through the Company's computers, which may be considered offensive and/or inappropriate, is strictly prohibited and subject to the Company's EEO, Non-Discrimination, and Anti-Harassment policies. This includes sending electronic mail messages that may contain obscene, profane or otherwise offensive language or graphics.

- ❖ Inappropriate usage of e-mail and newsgroups, includes, but is not limited to:
- ❖ Sending bulk e-mail "spamming"
- ❖ Sending unsolicited e-mail advertisements
- ❖ Sending harassing or threatening e-mail
- ❖ Sending defamatory e-mail or e-mail known to contain false or misleading information
- ❖ Sending e-mail containing objectionable content
- ❖ Accessing or downloading articles from newsgroups that may be considered illegal or objectionable items
- ❖ Posting of any article on newsgroups that are not authorized by the Company
- ❖ Engaging in on-line "chat" groups or subscribing to list-servers or mailing lists except as part of work responsibilities
- ❖ Creating Web pages to offer personal or non-Company business information
- ❖ Playing games
- ❖ Participating in internet-based auctions

Employees must be careful when sending out emails that contain confidential information and shall add the Company's standard disclaimer to the footer of the email. Misuse of the Company's e-mail, Internet and other computer services may subject an employee to counseling and/or corrective action, up to and including termination, as well as applicable legal action.

### ***Remote Access***

The VPN is available to authorized employees for the purpose of performing job related duties. Please be sure to follow security protocols when accessing information remotely, including logging out and closing the VPN at the end of each session. Any unauthorized use of the VPN will be subject to corrective and/or legal action.

### ***Software Code of Ethics***

Unauthorized duplication of copyrighted computer software violates the law and is contrary to our Company's standards of conduct. The Company disapproves of such unauthorized copying and the Company and the Employee recognize the following principles as a basis for preventing its occurrences:

- ❖ The Company neither engages in nor tolerates the making or using of unauthorized software copies under any circumstances.
- ❖ The Company provides legally acquired software to meet the Company's legitimate software needs in a timely fashion and in sufficient quantities for all our computers. Only authorized Company personnel shall install software on computers, and the installation of any software (including widgets, toolbars, plug-ins, gadgets, applets, etc.) by unauthorized personnel, is strictly prohibited.
- ❖ The Company complies with all license or purchase terms regulating the use of any software the Company acquires or uses.
- ❖ The Company enforces strong internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for non-adherence to these standards. Violations of this policy may also result in the Company pursuing applicable legal action.

### ***Technical Supplies***

The purchase of any technical items (i.e., modem cards, etc.) must be pre-approved by the President or designee.

### ***Outside Employment***

Some employees may hold outside jobs providing they meet the performance standards of their job at RWP. All

employees are evaluated by the same performance standards and are subject to Company scheduling needs and demands, regardless of any employee's existing outside work requirements.

If you are employed by RWP in a Full-Time position, the Company will expect that your position here is your primary employment. In cases of a conflict with any outside activity, the employee's obligations to the Company must be given priority. Any outside activity must not adversely affect the business interest or reputation of the Company or interfere with your ability to properly perform your job duties. Additionally, outside business activities may not be performed during RWP's regular business hours or at any time while working for RWP.

Outside work activities are not allowed when they:

- ❖ prevent the employee from fully performing work for which he or she is employed at the Company including overtime assignments;
- ❖ involve organizations that are doing or seeking to do business with or is a competitor of the Company including actual or potential vendors or clients; or
- ❖ violate provisions of law or the Company's policies or rules.

If the Company determines that an employee's outside work interferes with his/her work performance or ability to meet the requirements of their job with the Company, the employee may be asked to terminate his/her outside employment or risk termination of employment with the Company.

Outside employment that is considered a conflict of interest is prohibited. Employees may not receive income or material gain from individuals for materials produced or services rendered while employed at RWP.

### ***Social Media/Social Networking***

RWP takes no position on your decision to start or maintain a blog or participate in other social networking activities. However, it is the right and duty of the Company to protect itself from unauthorized disclosure of information. RWP's social networking/social media policy includes rules and guidelines for Company-authorized social networking and personal social networking and applies to all employees.

This policy does not apply to "Section 7" activity under the National Labor Relations Act, and as such, employees are permitted to engage in concerted activity regarding matters related to their terms and conditions of employment.

### ***General Provisions***

Blogging or other forms of social media or technology include but are not limited to video or wiki postings, sites such as Facebook and Twitter, chat rooms, personal blogs or other similar forms of online journals, diaries or personal newsletters not affiliated with RWP.

Unless specifically instructed, employees are not authorized and therefore restricted to speak on behalf of RWP. Employees may not publicly discuss clients, products, employees or any work-related matters, whether confidential or not, outside Company-authorized communications. Employees are expected to protect the privacy of RWP and its employees and clients and are prohibited from disclosing personal employee and nonemployee information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to customer information, trade secrets, financial information and strategic business plans.

Only authorized employees can prepare and modify content for RWP's web site and/or any other social media/networking sites. Content must be relevant, add value and meet at least one of the specified goals or purposes developed by RWP. If uncertain about any information, material or conversation, discuss the content with your manager. All employees must identify themselves as employees of RWP when posting comments or responses on the employer's blog or on the social networking site. Any copyrighted information where written reprint information has not been obtained in advance cannot be posted on RWP's blog.

### ***Employer Monitoring***

Employees are cautioned that they should have no expectation of privacy while using the Internet. Your postings can be reviewed by anyone, including RWP. RWP reserves the right to monitor comments or discussions about the Company, its

employees, clients and the industry, including products and competitors, posted on the Internet by anyone, including employees and non-employees. RWP uses blog- search tools and software to monitor forums such as blogs and other types of personal journals, diaries, personal and business discussion forums, and social networking sites.

Employees are cautioned that they should have no expectation of privacy while using Company equipment or facilities for any purpose, including authorized blogging. RWP reserves the right to use content management tools to monitor, review or block content on Company blogs that violate Company blogging rules and guidelines.

### ***Reporting Violations***

RWP requests and strongly urges employees to report any violations or possible or perceived violations to supervisors, managers or the HR department. Violations include discussions of RWP and its employees and clients, any discussion of proprietary information and any unlawful activity related to blogging or social networking.

### ***Discipline for Violations***

RWP investigates and responds to *all* reports of violations of the social networking policy and other related policies. Violation of the Company's social networking policy will result in disciplinary action up to and including immediate termination. Discipline or termination will be determined based on the nature and factors of any blog or social networking post. RWP reserves the right to take legal action where necessary against employees who engage in prohibited or unlawful conduct.

### ***Personal Blogs***

RWP respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. Employees are expected to follow the guidelines and policies set forth to provide a clear line between you as the individual and you as the employee.

Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just RWP.

Employees cannot use employer-owned equipment, including computers, Company-licensed software or other electronic equipment, nor facilities or Company time, to conduct personal blogging or social networking activities. Additionally, employees cannot use blogs or social networking sites to harass, threaten, discriminate or disparage against employees or anyone associated with or doing business with RWP, or our product branded as RWP.

**If you choose to identify yourself as an RWP employee, please understand that some readers may view you as a spokesperson for RWP. Because of this possibility, we ask that you state that your views expressed in your blog or social networking area are your own and not those of the Company, nor of any person or organization affiliated or doing business with RWP.**

Employees cannot post on personal blogs or other sites the name, trademark or logo of RWP or any business with a connection to RWP. Employees cannot post Company-privileged information, including copyrighted information or Company-issued documents.

Employees cannot post on personal blogs or social networking sites photographs of other employees, clients, vendors or suppliers, nor can employees post photographs of persons engaged in Company business or at Company events. Additionally, employees cannot post on personal blogs and social networking sites any advertisements or photographs of Company products, nor sell Company products and services.

Employees cannot link from a personal blog or social networking site to RWP's internal or external web site.

If contacted by the media or press about their post that relates to RWP business, employees are required to speak with their manager before responding. If you have any questions relating to this policy, your personal blog or social networking, ask your manager or supervisor.

### ***Standards of Conduct***

The Company expects each person to conduct themselves in a mature, professional, and responsible manner at all times. Additionally, employees are required to adhere to the Company's rules of conduct, policies, and procedures, which have been established to protect the interests and safety of all employees and the organization. To avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Your avoidance of these activities will be to your benefit as well benefit of the Company. These and other types of inappropriate conduct may result in corrective action, up to including immediate termination of employment and reporting/collaborating with law enforcement authorities, where applicable. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."

- ❖ Willful violation of any Company rule or any deliberate action that is extreme in nature and is obviously detrimental to the Company's efforts to operate profitably.
- ❖ Negligence or any careless action which endangers the life or safety of another person.
- ❖ Theft of Company property or the property of fellow employees or visitors; Unauthorized use or possession of Company property or the property of fellow employees; unauthorized possession or removal of any Company property, including documents and confidential information, from the premises without prior permission from management.
- ❖ Falsification or misrepresentation of employment or other work records; falsifying the reason(s) for a leave of absence or other data requested by RWP; alteration of Company records or other Company documents. Falsification or alteration of your own timesheet, records, or attendance documents; altering another employee's timesheet or records, or causing someone to alter your timesheet or records.
- ❖ Conducting a lottery or gambling on RWP's and/or its client's property.
- ❖ Possession, distribution, sale, transfer, or use of alcohol or illegal drugs, while on RWP's premises and/or its client's premises, or while operating vehicles or equipment for Company business.
- ❖ Being intoxicated or under the influence of controlled substance drugs while at work; use or possession (except medications prescribed by a physician which do not impair work performance) or sale of controlled substances/drugs in any quantity while on Company premises.
- ❖ Fighting, threatening violence in the workplace, intimidating, or coercing fellow employees, clients, or vendors in an attempt to induce or result in fighting. Engaging in criminal conduct or acts of violence, or making threats of violence toward anyone on Company premises or when representing RWP.
- ❖ Negligence or improper conduct leading to damage of RWP's and/or its client's property.
- ❖ Insubordination or other disrespectful conduct; refusing to obey instructions properly issued by management pertaining to work; refusal to help out on special assignments.
- ❖ Sexual or other unlawful or unwelcome harassment on RWP's and/or its client's premises. This includes, but is not limited to, the use of obscene, abusive or threatening language or engaging in other forms of harassment and/or discrimination.
- ❖ Violation of Weapons Policy; Unlawful possession of dangerous or unauthorized materials, such as explosives, firearms or any other type of weapon on RWP' and/or its client's premises or while representing RWP.
- ❖ Unreported and/or excessive absenteeism and/or tardiness; failure to obtain permission to leave work for any reason during normal business hours.
- ❖ Use of obscene, profane, or abusive language toward any supervisor, manager, Principal, employee, or client; or behaving in a manner that would make another person reasonably feel threatened, intimidated, coerced, or fear for his/her personal safety on Company premises.

- ❖ Engaging in unlawful activities or improper conduct which damages the reputation or endangers the employees or clients of the Company.
- ❖ Malicious gossip and/or spreading rumors; engaging in behavior designed to create discord and lack of harmony; interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.
- ❖ Immoral conduct or indecency on Company property.
- ❖ Entering work areas of the company's premises unless on duty and scheduled for work or otherwise on company business. Refusal to leave the premises when placed on disciplinary suspension and requested to leave by an authorized company representative.
- ❖ Allowing unauthorized individuals onto the premises or unauthorized guests into the work area of other staff members.
- ❖ Poor, unsatisfactory, and/or disrespectful service to RWP's clients or providers.
- ❖ Failure to observe or violation of, the Company's safety, health, and security rules or practices; tampering with Company office machinery or equipment or contributing to unsafe, unsecure, unsanitary conditions or poor housekeeping.
- ❖ Engaging in an act of sabotage; willfully or with gross negligence causing the destruction or damage of Company property, or the property of fellow employees, clients, customer, suppliers, or visitors in any manner.
- ❖ Violating the non-disclosure agreement; giving confidential or proprietary information to competitors or other organizations or to unauthorized Company employees; working for, or responding to solicitations of, a competing business while a Company employee; breach of confidentiality of personnel information.
- ❖ Posting messages on Internet chat rooms or Internet message boards that can be construed as inappropriate, libelous, or slanderous.
- ❖ Soliciting or accepting tips or kickbacks from vendors, visitors and other employees.
- ❖ Sleeping on the job; loitering, loafing, or excessive socializing during working hours.
- ❖ Other acts not specified above which violate laws or RWP' rules and policies.

Should your performance, work habits, overall attitude, conduct, or demeanor become unsatisfactory in the judgment of the Company, based on violations either of the above or of any other Company policies, rules, or regulations, you will be subject to disciplinary action, up to and including immediate termination of employment. If you have any questions concerning any work of safety rule, or any of the unacceptable activities listed, please see our Human Resource Department for an explanation.

## **GENERAL EMPLOYMENT POLICIES**

### ***Absenteeism and Tardiness***

The Company expects good attendance and punctuality from all employees. When employees are absent or tardy, the workload is increased on fellow employees, and work schedules and quality of service to customers may be impacted. Poor attendance and excessive tardiness is disruptive and is not acceptable.

Employees are required to establish and maintain an attendance record that reflects dependability. When an employee is unable to report to work because of illness or injury or circumstances beyond his/her control, the employee is required to call and speak to his/her immediate supervisor or designee as far in advance as possible prior to the start of his/her workday, but no later than sixty (60) minutes prior to their scheduled starting time. If the supervisor or his/her designee is not available, leave a message and contact the next level of management. If the employee is unable to reach the next level of management, the y must contact the main office Receptionist, who will inform the Office Manager. It is not acceptable to rely on voicemail alone. Only in emergencies may another adult call in for the employee.

Employees are required to call in daily, for each scheduled workday of their absence. Unplanned absenteeism, tardiness, or fraudulent claims of illness or injury may result in disciplinary action up to and including termination.

Employees who fail to report to work or call in to report an absence may be subject to corrective action, up-to and including immediate termination of employment. Additionally, employees who fail to contact his/her immediate supervisor for three (3) consecutive days are considered to have voluntarily abandoned their employment with the Company.

If absent for medical reasons for more than three (3) consecutive days, a doctor's release to return to work will be required. At any time in its sole discretion, the Company may require an employee to obtain a fitness for duty release from a physician, or other supporting documentation, prior to permitting an employee to return to work. In the event the doctor's release is unsatisfactory to the supervisor and/or Human Resources, or other evidence of to substantiate the absence the Company may require a second opinion from another health care provider.

#### ***Scheduled Absences***

Employees are expected to schedule any necessary time off in a way which would be the least disruptive to business operations. As such, appointments should be scheduled at the very beginning or end of the day and time off requested with as much advance notice as possible. Non-adherence or abuse of this policy will result in disciplinary action up to and including termination of employment.

#### ***Anniversary Date***

The first day you report to work as a Regular, Full-Time or Regular, Part-Time Employee is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Handbook.

#### ***Appearance***

Appropriate, professional attire, appearance and actions positively affect employee morale and productivity as well as the business image of the Company. As such, RWP expects all employees to dress in a manner that meets acceptable business standards in their respective department and reflects an efficient, organized and professionally operated business. Favorable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Company. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

While employees are expected to exercise good judgment and common sense when selecting appropriate attire for work, the Company's policy guidelines are outlined below. Supervisors will discuss the dress code with their departments in further detail.

Generally speaking the Company's dress code is considered business casual; however, due to the nature of our business, as well as applicable regulatory and safety rules, the requirements will vary among office, field, and service employees. Additionally, professional business attire must be worn while attending appointments or representing the Company outside of the office and when visitors/clients come to the office. Employees are expected to wear business suits at business meetings, presentations, exhibits or other similar business situations as necessary.

*Overall personal appearance is governed by the following standards:*

- ❖ Neat, cleaned pressed clothing.
- ❖ Footwear which is in good condition.
- ❖ Professional length of dresses/skirts.
- ❖ Neatly trimmed, kept, and clean hair, including sideburns, moustaches, and beards.

- ❖ Hands and fingernails must be clean, neatly trimmed, and kept at a medium length, with clear/neutral nail polish.
- ❖ Only conservative jewelry is acceptable while on duty, and all jewelry must be kept to a minimum so it does not create a safety hazard or interfere with your job responsibilities.
- ❖ Conservative application of cosmetics, perfume, and/or cologne.

### **Field Employees**

RWP issues Company safety vests during orientation, which are part of the required attire for field employees. If available, Company T-shirts may also be provided to employees, which can be worn during working times. Other T-shirts and jeans, or other appropriate Dickies-style work pants, are permitted during working times as long as they are plain, without any designs, graphics, printing, images, slogans, or advertisements, etc. Cut-off T-shirts and tank tops are also not acceptable.

In addition to the above, field personnel are required to wear any and all applicable safety gear, including steel-toed boots. Sneakers, tennis shoes are not acceptable for field employees. The Company will provide basic safety gear as needed on the job; however, the employee will be personally responsible for the replacement in the event of damage or loss. Moreover, if you are issued a company vest or safety equipment, you must return these items by your last day of work. Failure to do so may result in the replacement cost(s) being deducted from your paycheck.

### **Service Employees**

RWP issues Company uniforms for service employees, including shirts, pants, and ID badges, which are all part of the required uniform during working time. Uniforms must be neatly cleaned and pressed and laundered as necessary. If you are issued a Company uniform, you must return these items by your last day of work. Failure to do so may result in the replacement cost(s) being deducted from your paycheck. Service employees are required to wear any and all applicable safety gear, including steel-toed boots. Sneakers, tennis shoes are not acceptable for field employees.

### **Identification Badges**

Depending on jobsite requirements, identification badges may be issued to applicable employees. If issued, these name badges will be considered mandatory and an important part of the Company uniform for the specified job. As such, they must be worn at all times while working. Loss of an identification badge must be reported to your Supervisor immediately so a replacement badge may be provided.

Employees who appear for work inappropriately dressed or groomed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work. Continued failure to adhere to the Company's Appearance Policy may result in disciplinary action up to, and including, termination of employment.

### **Background Checks**

As a condition of employment as well as continued employment, the Company may obtain a consumer report that includes, but is not limited to, creditworthiness or similar characteristics, employment and education verifications, social security verification, criminal and civil history, motor vehicle records, any public records, etc. Furthermore, employees are required to report any arrests to Human Resources within five (5) days. Due to the nature of our business and in accordance with applicable government, as well as other applicable safety and security requirements, any prospective or existing employee who fails to meet acceptable standards will not be permitted to work, or continue working for the Company. Background investigation results will be evaluated on a case-by-case basis and relative to job-related criteria.

Any misrepresentations, falsifications, or material omissions of information, whether during or subsequent the application process, will cause further consideration of employment to be withdrawn or immediate termination of employment.

RWP's background check process will comply with all applicable federal and state laws, including but not limited to the Fair Credit Reporting Act, the Investigative Consumer Reporting Agencies Act, and the Consumer Credit Reporting Agencies Act.

### **Driver's License and Driving Record**

All employees who are required to operate a motor vehicle in the normal course and scope of their job responsibilities must present at time of hire and maintain a valid driver's license, must carry required insurance, and maintain a motor vehicle record acceptable to industry standards. (Also see *Driver's Safety Policy*)



***Building/Office Access***

The security and prudent operation of our offices and job sites is paramount to the safety and security of employees, customer, suppliers, visitors, and the Company as a whole. As such, it is imperative to follow all applicable security measures and report any breaches of security. Only authorized personnel are permitted access to the offices after regular business hours. Furthermore, employees are not permitted to enter Company property after normal working hours for any reason without the express approval of their Supervisor.

***Business Hours of Operation***

Generally speaking, the Company's normal workday begins at 7:00 a.m. and ends at 3:30 p.m.; however, customer demands and operational requirements may necessitate a variation of working times, including evenings and weekends. Therefore, employees' working hours may change periodically or fluctuate depending on job responsibilities, assigned shifts and/or specific jobsite requirements. The Company's main office hours are Monday thru Thursday from 8:00 a.m. to 5:00 p.m. and 8:00 a.m. to 3:30 p.m. on Fridays. Supervisors will coordinate and communicate employees' schedules, which may vary in accordance with the specific demands for each job. Non-management employees are not permitted to enter Company property before or after normal established working hours for any reason without the express approval of their Supervisor.

***Telecommuting Policy***

In some circumstances, out of the Company's control, working remotely may be required to ensure business continuity. It is not an entitlement, it is not a company-wide benefit, and due to the nature of our business, can only be considered for certain or specific types of jobs. If an employee telecommutes, it also in no way changes the terms and conditions of employment with the Company.

Should telecommuting occur, a separate Telecommuting Agreement will be required.

The availability of telecommuting as a work arrangement for employees can be discontinued at any time at the discretion of the employer. Every effort will be made to provide advance notice of such a change, but there may be business instances, when limited or no notice is possible.

***Company Property***

The Company furnishes power tools and specialized equipment as necessary and applicable to job assignments. Additionally, employees may be issued company keys, laptops, mobile devices, and/or materials to perform their job responsibilities. Each employee is reminded that all items purchased by the Company are the property of RWP and represent a very valuable asset. Company equipment is essential in accomplishing job duties and is often expensive and may be difficult to replace. As such, when using any Company property, all employees are expected to exercise reasonable care, perform required maintenance, and follow all operating instructions, safety standards, storage procedures, and policy guidelines. Employees must also secure all tools and equipment when they're not in the employees' personal possession and take every reasonable precaution to prevent theft, loss, damage, etc., including locking up tools, utilizing Company provided gang boxes, etc.

Employees are expected to notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or may require repair the next business day. Prompt reporting of damage, defects and/or the need for repairs could prevent deterioration of equipment and possible injury to employees and others. Any tools or equipment assigned to an employee for use, which is lost or stolen, shall be fully reimbursed to the Company by the employee in an amount equaling the purchase for said equipment.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in corrective action including, but not limited to suspension of the employee's use of a Company owned and issued assets, reimbursement to the Company, and termination.

Upon separation from employment with the Company, no documents can be taken or removed from Company property and all Company materials or equipment must be returned immediately. Where permitted by law, the value of any Company property not returned upon separation of employment will be deducted from your final paycheck as long as the deduction does not exceed any applicable minimum wage or overtime requirements.

### ***Use of Mail and Fax***

Please do not use RWP as a personal mailing address or utilize Company postage for personal mailings. Although the amount may seem small, it adds up quickly. Additionally, the use of the fax is restricted to Company related business; however, exceptions may be made in an emergency and with prior management approval.

### ***Emergency Closing Policy***

At times, emergencies such as severe weather, floods, fires, natural disasters, extended power failures, and terrorist actions can disrupt Company operations. In all cases, employee safety will be the primary consideration. Decisions regarding Company closures will generally follow the guidance of the local government. However, the Company reserves the right to make decisions regarding emergency closings that are believed to be in the best interest of the business as well as the safety of all employees, and these decision may vary by jobsite.

In the event of a Company-designated closure, employees will be notified by management and/or human resources at the time a decision is made. At such time, employees will be provided with instructions for keeping abreast of continued Company closures and re-openings by contacting their Supervisor or his/her designee. Employees are also required to stay in communication with their Supervisor or designee relative to their responsibilities to the Company as well as their safety and ability to report to work. In certain circumstances, such as a hurricane, employees may be asked to assist the Company in emergency preparations, including securing equipment, contacting customers, etc.

When Company operations are officially closed due to emergency conditions, the time off from scheduled work will be unpaid unless an employee has awarded, unused vacation time they wish to use at that time, or unless otherwise designated by the Company. In cases where an emergency closing is not authorized, employees are required to report to work as scheduled. Additionally, employees who are late or leave the workplace without authorization from management, or who choose not to report to work when the office is otherwise open will be subject to the Company's attendance and tardiness policies, as well as any applicable corrective action up to and including termination.

### ***Employee Lounge/Beverage Areas***

RWP Offices may have an Employee Lounge and/or Kitchen equipped with some amenities, which can be enjoyed during lunch or personal break time.

It is the individual employee's responsibility to keep these areas clean and orderly. Please be respectful to your fellow employees who may be utilizing these areas after you.

Additionally, food is restricted to these designated areas only. Approved and scheduled group luncheons or events will be the only exception.

### ***Workplace Relationship***

The Company desires to avoid misunderstandings; actual or potential conflicts of interest; complaints of favoritism; possible claims of sexual harassment; and the employee morale and dissension problems that can potentially result from romantic relationships involving managerial and supervisory employees of the Company, or certain employees in the Company.

Accordingly, Managers and Supervisors are prohibited from becoming romantically involved with one another, or with any other employee of the Company. Additionally, all employees, both managerial and non-managerial, are prohibited from becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

An employee involved with another employee should fully disclose the relevant circumstances to the Office Manager immediately, so that a determination can be made as to whether the relationship violates this policy. If a violation is found, the Company may take whatever action it deems appropriate under the circumstances, up to and including termination. Failure to disclose relevant facts, may lead to disciplinary action, up to and including termination.

All employees should remember that the Company maintains a policy prohibiting harassment of any kind, including sexual harassment. This policy is stated previously in this handbook and any employee who feels they have been subjected to

conduct in violation of this policy is expected to report it using the reporting methods made available to them.

Additionally, employees are expected to always maintain a professional demeanor with customers. Employees must refrain from any behavior that could be viewed as flirtatious, overly personal or overly friendly. Employees are prohibited from using any personal information obtained for business purposes to contact a customer for personal reasons, including to ask a customer out on a date or to pursue a romantic relationship with that customer.

### ***Employment of Relatives***

The Company recognizes that there are potential disadvantages inherent in certain organizational relationships between employees who are relatives or who have off-duty social, domestic, family, business, or financial relationships. Accordingly, the Company prohibits organizational relationships between related employees that create the possibility or appearance of favoritism or conflict of interest.

For the purpose of this policy, the following relationship definitions apply:

#### **Personal Relationships:**

- Family Relationships/Relatives - "Relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation or other corresponding relationship established by marriage or other legal means.
- Domestic Relationships- Persons residing in the same domicile.
- Social Relationships- Consensual relationships that may have the potential of sexual harassment.
- Business and Financial Relationships- Relationship in which one or the other employee maybe subject to significant financial gain or loss.

#### **Organizational Relationships:**

- Intra-company direct or indirect supervision or reporting relationships (management and non-management).
- Job duties that involve handling any type of financial and/or accounting transactions of the other employee.
- Job duties that may allow for influence on the employment status, performance appraisal, pay, benefits, or other terms or conditions of employment of the other employee.

Any combination of Organization and Personal relationships as defined above is prohibited.

Any employee who is uncertain about or has a question regarding an existing or proposed relationship should consult an appropriate (and uninvolved) member of executive management or the Office Manager.

The Company will not ordinarily hire, transfer, or promote an individual with a known defined Personal Relationship to another employee into a defined Organizational Relationship but may do so based on the needs of the business. However, a prohibited defined relationship combination could become established (e.g. as a result of a Company restructuring or a marriage).

Any employee who is aware of a prohibited, defined relationship combination, or is aware that a prohibited relationship was created by an organizational change or a change in personal relationships, must notify Company management or the Office Manager.

When the existence of a prohibited defined relationship becomes established, consideration will be given to resolving the conflict through reassignment. If reassignment is not feasible, one of the employees may be required to resign. If neither employee voluntarily resigns, the Company may terminate one of them, as determined by the needs of the business.

If organizational difficulties arise and the Company determines that an undisclosed defined personal relationship existed without timely management notification, the ranking employee will be subject to termination.

This policy applies to all categories of employment, including regular full-time, part-time, and temporary classifications. It is intended not to single out any individuals but to protect the good morale and effectiveness of our employees, as well as the Company's business interests.

**Employment Records**

The Company strives to keep and maintain up-to-date personnel files on all of our employees. It is your responsibility to promptly notify the Human Resources Department of any changes in your personal data. This information is important because this information is used for benefits and compensation administration and emergency notification, etc.

If there are any changes in your mailing address, telephone numbers, emergency contact, marital status, number of dependents, military status, educational accomplishments and any other changes to your personal information, you must provide written notification to the Human Resources Department. The Human Resources Department is responsible for managing your personal data and requires your cooperation to provide accurate information at all times.

Employment records, including personal files, are Company property and access to them is restricted to authorized representatives. Employees may schedule a time with Human Resources to review the information kept in their own personnel file.

**Legal Notices**

Any legal notices directed at or to the Company, including summonses, complaints, subpoenas, garnishments or other notices from government agencies and attorneys should be referred immediately to the President or Office Manager.

**Lunch Periods**

All Full-time, Non-Exempt employees are required to take a thirty (30) minute, unpaid lunch period, each workday they are scheduled to work (6) hours or more, which includes time leaving and returning to work. Supervisors will schedule meal periods to accommodate operating requirements. During this time, employees are relieved of all active duties and responsibilities and must refrain from performing any work-related duties during their unpaid lunch break. If an employee is unable to take a meal period, the employee must receive prior approval from their supervisor, and indicate the missed meal period on his/her time record so that he/she can be paid for the missed meal period.

Meals are to be eaten in non-work areas. You may leave the premises during your lunch break; however, it is important to return to work on time.

**Break Time for Nursing Mothers**

Employees who require time during the workday to express breast milk should speak to their manager to coordinate these breaks and to discuss any other requirements related to the nursing mother's needs while expressing breast milk.

**Non-Smoking**

In protection of the Company's employees, RWP has adopted a non-smoking policy inside our building. This policy applies to all employees, contractors, customers, vendors and visitors.

Smoking is only permitted outside the building at approved, designated locations only. Compliance with job site-specific and any applicable local ordinances and regulations is required. Smokers and tobacco users must at all times properly dispose of the remains in proper containers.

**Personal Property/Tools**

Employees who work in certain trade positions are required to provide their own hand tools to perform job assignments, such as levels, screwdrivers, etc. Supervisors will advise employees of the tools required and ensure each employee obtains them accordingly. The Company discourages employees from lending or borrowing tools, and will not be responsible for replacement costs or damage under such circumstances.

Furthermore, RWP is not liable for any damage or loss to personal items kept on Company property including, but not limited to, tools, materials, equipment, vehicles, etc. Additionally, unless otherwise authorized in writing by the President, employees are prohibited from using personal laptops or other electronic devices for Company business.

**Public Relations/Media Inquiries**

All media inquiries, whether verbal or written, are to be directed to the President. No one other than authorized individuals should represent the company's position to the media. Any media contact not made initially through executive management should be immediately reported to these individuals. Additionally, all press releases will be issued as deemed

necessary and relevant, and the President will approve all press releases prior to distribution.

### ***Recording Devices in the Workplace***

While the company does not wish to unreasonably constrain the use of such devices, the company has a more fundamental responsibility to ensure that they are used in a reasonable manner and to ensure the integrity of proprietary information. The company prohibits the unauthorized use of cameras, camera phones, tape recorders or other recording devices in the workplace as a preventative step believed necessary to secure employee privacy, trade secrets and other business information.

Employees are prohibited from utilizing cameras or other video or audio recording devices into the workplace unless specific advance written authorization has been obtained from the President or Office Manager. This includes a prohibition on the use of camera phones or other recording capabilities built into any cellular phone or mobile device.

Authorization may be granted when a specific business purpose will be served by the possession or use of such a device and when its use will not violate employee privacy. In such a case all parties to the meeting or conversation that is to be recorded must have been informed at its outset that it will be monitored, transcribed, intercepted, or recorded, and they have consented to such actions prior to the conversation, preferably in writing. Authorization may be revoked at any time for any reason. In such cases employees will be given a reasonable opportunity to remove the equipment from the premises.

Employees are also prohibited from arranging for others, including non-employees, to engage in any recording of conversations, phone calls or other activities in the workplace. Employees should regard this policy as an explicit statement that the employer does not consent to tape recording of any meetings or discussions without prior authorization as discussed above. Employees with questions about this policy should contact Human Resources.

### ***Resignation/Separation of Employment***

As previously addressed, employment with the Company is not for a specified period of time, regardless of length of service. As you have the right to end your employment relationship with the company for any reason, the company reserves the same right to end the employment relationship with you at any time, with or without notice, for any reason not prohibited by law.

However, if you decide to resign from employment with RWP, the Company requests that you provide sufficient, prior written notice of resignation to your supervisor whenever possible. Sufficient notice is considered a minimum of (14) fourteen days for non-management employees and thirty (30) days for office and executive management-level employees. Based upon your position and scope of responsibilities, you may not be required to work through your notification period without any incrimination or reflection of your integrity. Employees will be scheduled for an exit interview and all Company equipment and property will be returned by the employee's last day of employment. Such items include, but are not limited to, customer and applicant lists, employee handbook, keys, manuals, all electronic devices (i.e. cellular telephones, iPad, Laptop, monitors, printer/scanner) tools, toolkits, work kits, written materials, business travel cards, audio/visual equipment.

The Company may withhold the cost of any unreturned items from the employee's final paycheck in accordance with applicable law, and may also take all action, including, but not limited to legal action, deemed appropriate and allowable by law to recover or protect Company property.

Vacation requests will not be approved during the resignation notification period. However, any awarded, unused vacation will be paid out upon termination of employment, **provided** the employee returned all Company property, is not discharged for cause, and/or proper notification is given to the Company. *Should a conflict arise between Company policy and any state or local law governing the pay out of unused, accrued time, RWP will abide by the applicable government regulation(s).* (See also *Paid Time Off Section of this Handbook*)

### ***Solicitations & Distributions***

Employees are prohibited from soliciting other employees or distributing any materials that are not related to work during working time. Working time refers to that portion of any workday during which an employee should be performing

his/her job duties; not including authorized breaks such as meal periods. Persons not employed by the Company are prohibited from soliciting or distributing literature on Company property.

### **Telephone Use**

The Company depends on our telephones for business, so it is important to keep telephone lines open for business during hours of operation. All incoming telephone calls should be answered within three (3) rings and with the utmost courtesy and professionalism. Screening of calls is prohibited.

Additionally, the Company expects employees to refrain from making or receiving personal telephone calls or telephone or text messages during working hours unless absolutely necessary. Therefore, it is recommended to use discretion and request that your relatives, friends, and others not call you or text you while working unless there is an emergency. Personal calls, telephone messages or texts wastes productive time and also ties up Company telephone lines, which could result in loss of business and create customer dissatisfaction. The use of Company telephones for long-distance and toll calls is permitted solely for business purposes. Employees may be required to reimburse the Company for any such long-distance and toll charges resulting from the employee's personal use of the Company telephone.

### **Personal Cellular Phone Use**

- ❖ Personal cellular telephone usage, *including texting*, shall be limited to essential, emergency-related items only during working time. Usage may not disrupt or interfere with job performance, fellow employees, or your work.
- ❖ Personal cellular telephones may be used during your scheduled break or lunch periods.
- ❖ Supervisors may require personal cell phones be turned off during work time.

### **Company-Issued Cell Phone**

- ❖ Company-issued cell phones must be worn during working times and responded to promptly. Company-issued phones are the property of the Company, and as such, must be returned upon separation from employment. However, while employed with RWP, employees are responsible for their phone's safe keeping. Additionally, employees in possession of Company equipment are expected to protect it from loss, damage or theft, and are responsible for any replacement cost.
- ❖ The Company issued cellular phones are to be used for business purposes. As such, usage will be monitored, and Company costs associated with excessive, inappropriate or prohibited utilization may be grounds for disciplinary action, which may include, but is not limited to, documented warnings, suspension, termination, and/or reduction of wages.

### **Use of Personal Cellular Phones for Company Business**

- ❖ Non-exempt employees must report to their supervisor and record as time worked any business-related calls taken outside of their regular working time.

Courteous and effective telephone communication is expected on all business calls. Employees must use an approved greeting when answering calls and speak in a professional manner. Please ensure that all information taken from a caller is correctly noted and only hang up the phone after them. Voicemail greetings must be professional, and employees must make an effort to call-back callers as soon as possible.

### **Travel & Expense Reimbursement**

Business travel is sometimes required to further our business interests. As such, RWP will pay for reasonable, pre-approved business expenses in accordance with the Company's established policies and practices. Reasonable expenses while traveling on company business include travel fares, accommodations, meals, tips, telephone and fax charges, entertainment of clients and purchases on behalf of the company. The costs of magazines, books, movies, games, newspapers, sundries, etc. purchased for personal use or entertainment are not included and will therefore not be reimbursed by the Company.

All business travel must be approved in advance by the President or his designee in writing. Any unauthorized travel expenses submitted will not be approved and prepaid unauthorized expenses will be subject to chargeback to the employees.

Employees are encouraged to be responsible for the cost control and minimizing of travel expenses. Good professional judgment is your responsibility to the Company when traveling on business.

**Verification of Employment**

All employment verification inquiries from current or former employees, prospective employers of current or former employees, governmental agencies, third-party companies, or other organizations such as a financial or lending institutions, should be directed to Human Resources for an official Company response. To expedite the verification of employment process, current employees are advised to notify Human Resources in advance of any anticipated inquiries of this nature. With the exception of records and information that the company is legally required to provide to government agencies, or pursuant to a court order, the Company will not release any information about you without the request in writing, your consent, and a signed authorization form from you on file, with the Company.

It is the policy of the Company to restrict the information released about current or former employees to dates of employment and position. Under no circumstances is any other employee authorized to provide a written or official employment verification response for the Company.

**Visitors in the Workplace**

In order to offer employee and facility safety and security only authorized visitors are allowed in the workplace. The restriction of unauthorized visitors helps maintain safety standards, protect against theft, ensure security of equipment, protect confidential information, safeguard employees' welfare, and avoids potential distractions and disturbances. All visitors shall enter the Company at the reception area. Authorized visitors will receive directions or will be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Any employee who observes an unauthorized individual on Company premises should immediately notify their supervisor who will direct the individual to the reception area.

**Voting**

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods, you are encouraged to vote before or after regular working hours. Where required by applicable County Ordinances and/or State Statutes, employees will be allowed time off.

**Weapons Policy**

RWP recognizes the importance of a safe and secure work environment for all persons on Company premises. Accordingly, subject to the exceptions below, the possession and/or use of weapons or other instruments that can be used as weapons are strictly prohibited on Company and/or customer premises, including Company parking lots, regardless of whether the person is licensed to carry a weapon or not. This policy applies to all individuals on Company property, including without limitation, employees, independent contractors, visitors, and clients. This policy also prohibits weapons at any Company-sponsored function, such as parties and picnics. The only exceptions to this policy are (i) security guards or other persons who have been given written consent by the Company to carry a weapon on Company property may do so within the scope of that consent, (ii) police officers may carry weapons as permitted by law; and (iii) employees, independent contractors, interns, volunteers, who possess a valid Florida concealed weapons permit may keep legally owned firearms and ammunition locked inside or locked to a private motor vehicle in the Company's parking lots.

For the purposes of this policy, weapons or instruments that can be used as weapons are broadly defined to include, but are not limited to: rifles, shotguns, machine guns, semiautomatic rifles, B.B. guns, dart guns, pellet guns, and other firearms; stiletos, razors and other knives capable of inflicting harm; a weapon or other device that releases or emits tear gas or any other substance intended to produce physical discomfort or injury through being vaporized or otherwise dispensed in the air and any other objects that can reasonably be considered a weapon. For the purposes of this policy, a firearm is broadly defined as a weapon capable of firing a projectile and using an explosive charge as a propellant. If you have a question about whether an item is covered by this policy, you have a responsibility to contact the Human Resources Department.

In furtherance of RWP's prohibition on weapons in the workplace policy, from time to time, RWP may conduct internal investigations pertaining to security. Accordingly, whenever necessary, in the Company's discretion, without prior notice, and to the extent permitted by law, the Company may search all persons entering Company property (including but not limited to clothing, packages, containers, briefcases, purses, lockers, desks, and filing cabinets) for the purpose of determining whether any weapon has been brought onto said premises or property in violation of this policy. Therefore,

the employee should have no expectation of privacy. Employees are required to cooperate fully. Any employee failing or refusing to promptly permit a search under this policy will be subject to appropriate disciplinary action, up to, and including, termination of employment.

For purposes of this policy, "Company property" includes without limitation, all Company owned or leased buildings, and surrounding areas such as sidewalks, walkways, driveways, and parking lots under the Company's ownership or control.

Subject to the exceptions above, an employee found to be in possession of a weapon on Company property or who has invited a guest who the employee knows to be in possession of a weapon on Company property is subject to immediate disciplinary action, up to and including termination.

If you become aware of anyone violating this policy, you must report it to Human Resources or the President immediately. This policy shall not be construed to create any duty of obligation on the part of the Company to take any actions beyond those required of an employer by existing law.

### ***Workplace Monitoring and Searches***

Workplace monitoring, including the internal and external surveillance cameras, may be used by the Company to ensure quality control, employee safety, security, and client satisfaction. As such, all telephone calls, system usage, and building access may be monitored. The Company reserves the right to request employees to submit to a search of any package, parcel, purse, briefcase, lunch box, pocket, or other container brought onto Company premises. In addition, RWP reserves the right to request employees to submit to a search of a desk, file cabinet, or other container provided by the Company or used in connection with the business of the Company; and/or to allow to a search of any vehicle brought onto Company premises.

Inspections must be approved by the Office Manager or the President. **The right to access such space and equipment is restricted to the appropriate management staff. No employee may assess the work area of another employee without that employee's permission or under the direct supervision of the Office Manager or the President.** A search may be conducted without notice, but when possible will take place in the employee's presence and with the employee's knowledge. Searches under this policy will be handled with the utmost discretion and consideration for the affected employee. An employee who refuses to such a search is subject to disciplinary action, up to and including termination of employment.

## **PAYROLL POLICIES AND INFORMATION**

### ***Direct Deposit***

As the Company strives to be environmentally conscious and "green," as well as create efficiencies in processing payroll, direct deposit is strongly preferred for all staff members. Direct deposit into a checking or savings account, or both, is available, which offers the most convenient and efficient way to receive your paycheck each pay period. Consult management for further information.

### ***Pay Cycle and General Information***

RWP's pay cycle is weekly with 52 paydays each year. The workweek begins on Wednesday at 12:01 a.m. and ends on Tuesday at 12:00 midnight. Payday is every Friday for the pay period ending the preceding Wednesday. Written authorization from the employee must be provided in advance in order for the Company to release paychecks to any third party.

In the event of a lost or stolen paycheck, you should notify your supervisor or the Office Manager in writing so a replacement check may be issued. There is a stop payment fee and out of cycle check charge that may be deducted from your paycheck if RWP is not responsible for the loss or theft. If RWP is unable to stop payment on the check, you may be responsible for the loss.

Although every attempt is made to process payroll as quickly and accurately as possible, occasionally errors do occur. It is your responsibility to review your paycheck for errors. If you believe an error has been made, inform Human Resources immediately so the discrepancy can be researched and to ensure any necessary corrections are made properly and promptly.



### ***Payroll Deductions***

In accordance with applicable federal and state regulations as well as Company policy, the Company is required to make certain payroll deductions on your behalf. Withholdings vary according to pay rate, number of exemptions, and other factors. These deductions are made until the maximum year-to-date amount is reached. Any change in name, address, telephone number, marital status, or number of exemptions must be reported to management immediately to ensure proper credit for tax purposes. The W-2 form you receive each year indicates precisely how much of your earnings were deducted for these purposes.

Individuals who believe a payroll deduction has been made in error must report it to the Human Resources Department.

### ***Policy on Exempt Employee Pay***

In accordance with the Fair Labor Standards Act regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity of work performed. Employees who feel their pay has been improperly reduced should report this immediately following the procedures specified below.

### ***Provisions Mandated by the Salary Basis Rules***

The exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases deductions may be permissible as long as they are in accordance with applicable company policies and practices.

- ❖ Absences of one or more full days if in excess of allotted paid time off (partial days must be paid).
- ❖ Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week.
- ❖ Unpaid disciplinary suspensions of one or more full days in accordance with the Company's disciplinary policy.
- ❖ Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.
- ❖ Deductions for unpaid leave taken in accordance with a legitimate absence under the Company-approved leave.

Other than the exceptions described above, exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees won't be paid for any workweek in which they perform NO work at all for the organization.

### ***Complaint Procedure***

- ❖ Employees who believe their pay has been improperly reduced should contact the Office Manager immediately to request an investigation.
- ❖ The employee will be asked to specify in writing, using the guidance above, the circumstances of the pay deduction and whether it has occurred on other occasions.
- ❖ The Company will review pay records and interview any applicable parties handling the employee's pay to determine if the allegation is correct.
- ❖ If the deduction was in fact improper, the Company will reimburse the employee as promptly as possible (but in no case longer than two pay periods from the identification of the problem).
- ❖ The individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Company. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with company disciplinary policy.
- ❖ The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed with the employee's pay records.

### ***Overtime for Non-Exempt***

At times, it may be necessary for you to perform overtime work, ***including evenings and weekends***, in order to meet administrative, customer-service, or scheduling demands. Overtime will be paid in accordance with applicable Federal and State regulations. **All non-exempt employees must receive prior authorization from their supervisor to work more than forty (40) hours in the workweek.** Working unapproved/unauthorized overtime will be grounds for disciplinary action. As such, overtime hours not approved by your supervisor/manager will result in the issuance of a corrective counseling/disciplinary notice. Chronic infractions of this nature may lead to termination of employment. "Hours worked" refers to time spent in the performance of duties, and as such, holidays, vacation time, etc., do not count towards hours worked for overtime calculations.

## **Time Reporting**

It is mandatory for all Non-Exempt Employees to accurately record their time worked. As such, Non-Exempt employees are required to complete and approve their hours worked for payroll each week. Time records indicate hours actually worked each day as well as document any applicable time off. Time worked is defined as all the time actually spent on the job performing assigned duties.

RWP uses a web-based time and attendance system to calculate hourly employee's time and attendance. This is done on a computer designated by your Manager.

Non-exempt employees are not permitted to work outside of their normally scheduled work week without prior authorization from their immediate supervisor. Non-exempt employees are required to record their time in and out at the beginning and end of each work day, for lunch periods, when leaving and returning to the building, including brief absences such as a doctor's or dentist's appointment, etc. You must immediately report to work once you have recorded your time in. **Non-Exempt Employees must not perform any work without recording and reporting his/her hours worked under any circumstances. Never** work off the clock, and if you are asked to do so, you must report it to Human Resources immediately. All employees are required to keep management advised of their departure and return to the premises during the workday.

Employees must certify that the hours recorded on their time records are true and accurate. Your supervisor will review and then approve the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify and document the accuracy of the changes. Any corrections to your time record will need to be validated by Management. Employees who believe their paycheck is incorrect should immediately contact the Human Resources Department.

Failing to properly record time in and out on an ongoing basis, altering, falsifying, tampering with time records, or recording time for another employee may result in disciplinary action, up to and including termination.

## **Wage Withholding (court ordered)**

It is the policy of RWP to comply with all valid claims against the wages of employees such as garnishments, levies, support orders, and/or wage assignments, in accordance with applicable law.

Payroll will continue to withhold monies from the employee's salary for the entire period specified in the garnishment, federal, family court, or other assignment, or until the employee or appropriate legal authority presents the Company with a written release or notice that the employee's financial obligations have been satisfied.

If a dated release is received, and the monies have been deducted but not yet paid to the court, the employee may be able to receive a reimbursement dependent upon the language of the order and/or release.

## **PERFORMANCE AND COMPENSATION**

### **Performance Reviews**

Supervisors and employees are strongly encouraged to discuss job performance and goals on an ongoing basis. The purpose of these meetings is to establish an on-going performance dialogue to harness the talents of each employee. As such, this process provides a forum for supervisors and employees to discuss job duties, performance requirements, identify and improve deficiencies, encourage and recognize strengths, and discuss purposeful approaches for meeting performance objectives.

Additionally, formalized, written performance evaluations may be conducted at the other times during employment, such as annually, conclusion of a project, subsequent to a change in job responsibilities, etc. In the interest of your professional development, it is important you take an active role in the evaluation process. This is also a good time to discuss your interests and future goals. Management is interested in helping you progress and grow in order to achieve personal as well as work-related goals. As a result of these meetings, further training or additional opportunities may be recommended or provided.

Wage adjustments and/or bonuses may or may not be associated with performance evaluations.

## **Compensation**

Your wages are based upon the Company's ability to pay, your seniority, the duties required for your position, the degree of responsibility assumed, and the successful performance of all related duties in carrying out your responsibilities. Wages are reviewed periodically by management to reflect increases in capability, responsibility, performance, accomplishments, and financial availability.

## **Licensing Requirements**

It is the responsibility of each employee to maintain all licensure and/or credentialing requirements for their positions, certifications, etc. This includes ensuring these credentials are kept active and any necessary continuing education is completed accordingly.

Additionally, all employees must maintain a valid driver's license and an acceptable driving record as a condition of continued employment. Changes in your driving record or loss of a license must be reported to your supervisor immediately.

Revocation or suspension of a driver's license, professional license, and/or other credentials necessary to perform your job may result in disciplinary action up to and including termination

## **PAID TIME OFF POLICIES**

RWP provides paid time off as one of the many ways in which we show our appreciation for your loyalty and continued service. We recognize the importance of time off in providing the opportunity for rest, recreation, and personal activities. Regular, Full-Time Employees are awarded vacation time each year, based on their date of hire or "anniversary date."

## **VACATION**

Regular, Full-Time Employees are awarded vacation time each year, based on their anniversary date. Vacation time may not be utilized until after completion of the ninety (90) day Introductory Period.

### **After Continuous Employment of:**

One (1) year  
Five (5) years

### **Paid Vacation Of:**

One (1) week  
Two (2) weeks

Vacation time is calculated at your regular base rate of pay, based on your normal work schedule of eight (8) hours per day. Base rate is defined as your hourly rate of pay or salary equivalent. If a recognized, business-paid holiday falls during your scheduled time off, the day will not be counted as used vacation, rather, it will be counted as Holiday pay.

Vacation time may not be taken unless awarded as described above, and as such employees are not permitted to borrow against their future accrual. In addition, vacation time must be taken during the year in which it is awarded. As such, any additional awarded, unused vacation time may not be carried over or accumulated in subsequent years and will be forfeited. In extenuating circumstances, such as prolonged peak periods of business where an employee's absence would be disruptive to operations, the Company, at its discretion, may grant a carry-over of vacation time. In such cases, any vacation time carried over must be taken in the following anniversary year and may not carry forward to any subsequent year. Additionally, vacation time must be taken in no less than whole day increments. Furthermore, employees are required to exhaust their awarded vacation time, before requesting time off without pay.

To ensure adequate coverage and minimize the impact on operations as well as fellow employees, vacation time must be pre-planned and approved by your supervisor as far in advance as possible. Vacation requests must be requested, in writing, by submitting the Company's Time-Off Request Form, at least ten (10) days prior to the time off. Every effort will be made to grant you vacation days at the time you desire. However, if conflicts arise in requests for time off, the conflicts will be worked out on a case-by-case basis and will depend on a variety of job-related factors including timeliness of the request, seniority, the employee's position, as well as projected workflow, special projects, deadlines, etc.

Supervisors have the option to deny requests for time off or ask that requested vacation is modified or postponed in accordance with the operational needs of the Company. Due to the nature of our business and scheduling requirements,

employees are not permitted to take more than five (5) consecutive vacation days without prior approval from executive management, and certain departments may have blackout periods from time to time, during which no vacation will be approved. Additionally, no vacation time will be granted to Supervisors during the first week of each month. All employees have a responsibility to check with their supervisor relative to any department-specific scheduling restrictions

Awarded, unused vacation time will be paid out upon termination of employment, provided the employee is not discharged for cause, returned all Company property, and proper notification of is given to the Company. *(Should a conflict arise between Company policy and any state of local law governing the pay out of unused accrued time, RWP will abide by the applicable government regulation(s)). (See also Resignation/Separation of Employment Section.)*

Other than as described herein, no wages will be paid in lieu of vacation time. Vacation time is not considered hours physically worked, and therefore, does not count towards hours worked for overtime purposes.

#### **Personal Days – Office Employees**

Paid personal days may be used for absences from work due to medical reasons, illness, appointments, to take care of personal matters, etc. Regular, Full-Time Employees working in the main office are eligible for three (3) personal days per year; however, the time may not be utilized until after completion of ninety (90) days of consecutive employment with the Company. Under FMLA or a Personal Leave of Absence will require any accrued unused vacation time and/or Personal Days be applied.

Personal days will not be carried over from one year to the next, and employees may not use personal time in less than full day increments.

Notification from a doctor that an employee is unable to work may be required for any absence. If you are ready to return to work after being absent due to a serious illness or injury, you may be required to obtain a doctor's release specifically stating you are capable of performing your job. If an employee fails to follow the established call in procedures for an unanticipated absence or tardiness, the absence will be considered unexcused, sick time may not be paid out, and the employee will be subject to disciplinary action, up to including termination of employment. Additionally, unplanned absenteeism, tardiness, or fraudulent claims of illness or injury may result in disciplinary action up to and including termination.

Personal days are not considered hours physically worked, and therefore, do not count towards hours worked for overtime calculation purposes. There will be no cash-out provisions relative to personal time prior to termination. Personal time is not vested, and is therefore, not available to be paid out upon the employee's termination of employment, whether voluntary or involuntary.

#### **Holidays**

Regular Full-Time Employees are eligible for holiday pay based on their position and normal work schedule of up to eight (8) hours per day. Employees are eligible for Holiday pay after ninety (90) days of continuous employment. The Company designated, paid holidays are listed below. To qualify for holiday pay, you must 1) normally be scheduled to work on the designated holiday, and 2) have worked all hours of regularly scheduled workdays preceding and following the recognized holiday, with the exception of preplanned, pre-approved absences or substantiated illness. Moreover, in the event you call in sick the day before or after a holiday, you must provide a doctor's notification to receive holiday pay.

#### **All Eligible Office and Field Employees – Paid Holidays Include:**

New Years' Day    Christmas Day    Thanksgiving Day

#### **All Eligible Office Employees – Paid Holidays Include those listed above, plus:**

Independence Day    Memorial Day    Labor Day

Holiday pay is not considered hours physically worked, and therefore, does not count towards hours worked for overtime calculation purposes. Holidays are not accrued, and therefore, unused time is not carried over nor paid out upon termination of employment.

When a holiday falls on Saturday, the Company will observe it on the preceding Friday, and holidays falling on Sunday will be observed the following Monday. If a holiday occurs during an employee's scheduled, paid day off, the day will not be counted as such, but rather will be paid as a holiday.

Employees may utilize any unused, awarded vacation to take time off to observe other religious holidays not listed above.

**Field Employees:**

Upon request, if the applicable jobsite permits, a field employee may be authorized to work on a weekend preceding an unpaid holiday. Under such circumstances, employees will be paid at a predetermined, weekend rate. Under no circumstances will such rate be less than minimum wage.

**Bereavement Leave**

Regular, Full-Time employees may take time off from work to attend the funeral and take care of personal matters related to the death of an immediate member of your family. Immediate family members include parents, children, spouses, domestic partner, siblings, grandchildren, grandparents and in-laws. Regular, Full-time employees are eligible for up to three (3) paid days of leave (the days paid must be scheduled workdays). These three (3) days are to be taken consecutively, at the time of death, and may not be retroactive, split or postponed. Unused, accrued paid time off may also be used for this purpose.

The Company reserves the right to request supporting documentation for any bereavement leave. An excused absence for family death may not be retroactive, postponed, or split. Request for bereavement leave should be submitted to your supervisor as soon as possible.

**Jury Duty**

Regular, Full-time employees called for jury duty will be allowed time off with pay in accordance with applicable County Ordinances and/or State Statute. If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available vacation time or may request an unpaid jury duty leave of absence.

You must notify your supervisor and present your summons to appear at least ten (10) working days prior to the reporting date for this to be considered an excused absence and to be paid for jury duty leave. Either RWP or the employee may request an excuse from jury duty if, in RWP's judgment, the employee's absence would create serious operational difficulties.

Employees will report to work on those days when they are not required to report to jury duty. If you are excused from jury duty during regular working hours, you are expected to contact your supervisor, who will advise you of your obligations to return to work. In general, on any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service to your supervisor, (this document is issued by the court).

RWP will continue to provide health benefits for the full term of the jury duty absence; however, employees will be required to continue to pay their portion of the premiums.

**UNPAID TIME OFF POLICIES**

**Florida Domestic Violence Leave Policy**

Employees may be granted up to three (3) days of unpaid leave in any twelve (12) month period if the employee or a family or household member of an employee is the victim of domestic violence. This leave may be used to:

1. Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence, or sexual violence;
2. Obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
3. Obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program

or a rape crisis center as a result of the act of domestic violence;

4. Make your home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator;  
or
5. Seek legal assistance in addressing issues arising from the act of domestic violence or to attend and prepare for court related proceedings arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married.

With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of you or your family or household member, you must provide advance notice of the need for leave (generally 5 days).

You must also provide sufficient documentation of the act of domestic violence. This documentation may include copies of restraining orders, police reports, orders to appear in court, etc.

Before receiving this leave, you must exhaust all annual or vacation leave, personal leave, and sick leave.

#### **Family and Medical Leave Act (FMLA)**

Employees who have been employed by RWP for at least twelve (12) months, and have worked at least 1,250 hours during the preceding 12-month period, are eligible for Family and Medical Leave. Additionally, the employee must work in an office or worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route. Except for those individuals designated as "Key Employees," employees will be returned to the same or an equivalent position upon his/her return from leave.

The Family and Medical Leave Act provides up to twelve (12) weeks of unpaid leave for qualifying circumstances. Employees requesting qualified Family and Medical Leave must use any applicable awarded, unused vacation/sick time as part of the twelve- (12) weeks.

All Employees who meet the applicable time-of-service requirements may be granted a combined total of twelve (12) weeks of unpaid family or medical leave (during any 12-month period) for the following reasons:

- ❖ Birth and care of a newborn child.
- ❖ Placement of a child with the Employee for adoption or foster care.
- ❖ The care of a spouse, child or parent who has a serious health condition. <sup>1</sup>
- ❖ A serious health condition that renders the Employee incapable of performing the functions of his or her job.

Compensation During Leave: FMLA leave is unpaid except that any previously earned but unused paid vacation time to which an employee is entitled under the company's vacation policy will be applied to FMLA leave. The substitution of paid leave time for the unpaid FMLA leave time does not extend the twelve (12) or twenty-six (26) weeks leave period.

For a member of the Armed Forces or their family member, FMLA provides eligible employees unpaid leave for anyone, or for a combination, of the following reasons:

- ❖ A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- ❖ To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

#### Duration of Member of the Armed Forces FMLA

- ❖ When Leave is due to a "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- ❖ When Leave is to Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- ❖ Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

RWP uses a "rolling" 12-month period to determine FMLA leave eligibility. Under the "rolling" method, each time an eligible Employee takes FMLA leave the available leave would be the balance of the 12 weeks, which was not used during the immediately preceding 12 months.

In all cases, an Employee requesting leave must complete the RWP "**Leave of Absence Request**" form and submit it to the Human Resource Office. The completed application must state the reason for the leave, the duration of the leave, the starting date and the return to work date.

An Employee intending to take family or medical leave because of an expected birth or placement, or because of a planned medical treatment, must apply at least thirty (30) days before the leave is to begin. If leave is to begin within thirty (30) days, an employee must notify Human Resources as soon as the need for the leave arises.

If a husband and wife both work for the company, and each wish to take leave for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12 weeks of leave.

The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or under certain circumstances may use the leave to reduce the work week or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks over a 12-month period.

The company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the company and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the company before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary. The company may require certification of the medical necessity.

A completed "Medical Certification Statement" form for leaves based on the serious health condition of the Employee or the Employee's spouse, child, or parent, must also accompany the request. The applicable health care provider must complete this form. The certification must state the date on which the health condition commenced the probable duration of the condition, and the appropriate medical facts regarding the condition. If the Employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time that will be needed. If the Employee has a serious health condition, the certification must state that the Employee cannot perform the functions of his/her job. In the case of an unforeseen need for family and medical leave, an Employee must provide RWP with a completed "**Leave of Absence Request**" form and "**Medical Certification Statement**" within fifteen (15) days of the commencement of the qualified circumstance or within fifteen days of the Company's request. Failure to do so will be grounds for denial of the request until such certification is provided. If the required medical certification is not provided to

RWP by the Employee within the required time frame, that Employee's leave of absence may not be considered FMLA qualified leave and may result in the loss of the protection provided by the Act for the absence. An Employee may not accept any other employment while on family and medical leave. In addition, deliberate falsification of an FMLA leave request may result in disciplinary action up to and including termination.

If the Employee fails to return to work after the expiration of the leave, the Employee will be required to reimburse RWP for payment of health insurance premiums paid on his/her behalf during the family leave, unless the Employee fails to return due to a serious health condition which prevents the Employee from performing his/her job or to circumstances beyond the Employee's control.

Under current company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. Premium payments are due on the 1<sup>st</sup> of each month and must be received in the Human Resources Department (*or turned in to the Supervisor*) no later than the 10th day of each month. If the payment is more than thirty (30) days past due, the employee's health care coverage may be subject to termination, retroactively. If necessary, you will be permitted to discontinue coverage and be reinstated to the plan, if you return to work on or before expiration of the FMLA leave. RWP will provide 15 days notification prior to the employee's loss of coverage.

An Employee is not entitled to any accrual of employment benefits that would have accumulated if not for the leave. An Employee who takes family or medical leave will not lose any seniority or employment benefits that accumulated before the leave began.

An Employee eligible for family and medical leave - with the exception of those Employees designated as "Key Employees" - will be restored to his/her original position or to a position with equal pay, benefits and other terms and conditions of employment. RWP cannot guarantee that an Employee will be returned to his/her original job. A determination as to whether a position is an "equivalent position" will be made by RWP.

An Employee involved in a Workers' Compensation injury which results in lost-time from work will be placed on family and medical leave if his/her illness or injury meets the FMLA criteria.

Following a medical leave of absence, an Employee must present a "**Fitness to Return to Duty**" certificate before returning to work. A note from the treating physician will fulfill this requirement. An Employee will not be permitted to return to work until such a certificate is provided, however, the required health benefit maintenance will cease upon expiration of the twelve- (12) week FMLA. Please refer to the **US Department of Labor FMLA Summary** for more information concerning the Family and Medical Leave Act. (A copy can be obtained from RWP's Human Resources Department).

### **Personal/Medical Leave**

In very special circumstances other than those covered under the Family and Medical Leave Act (FMLA), RWP may grant an unpaid personal leave, but never for taking employment elsewhere or going into business for yourself. Regular, Full-time employees may request personal unpaid leave after having completed 90 days consecutive employment. Personal leave requests must be submitted to your supervisor or Human Resources in writing. Subsequently, he/she will submit your request to the appropriate member of senior management for final approval. Such leave requests will be evaluated based on a number of factors, including anticipated workload requirements and staffing considerations during the proposed leave of absence.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation time and other benefits will no longer continue to accrue. An employee must exhaust any awarded, unused vacation time as part of the approved period of leave. Failure to return from a leave at the time agreed will result in termination of employment.

If an employee wishes to remain covered under any applicable health, dental, vision, life, etc. insurance benefit programs during the leave of absence, he/she must submit the applicable month's premium payment, including what is normally paid for by the Company (if any), in advance to accounting. Premium payments are due on the 1st of each month and must



be received in the Human Resources Department by the 1st day of each month. If the payment is more than thirty (30) days past due, the employee's health care coverage may be subject to termination, retroactively. If necessary, you will be permitted to discontinue coverage and be reinstated to the plan, if you return to work on or before expiration of the FMLA leave. RWP will provide 15 days notification prior to the employee's loss of coverage.

Benefit accruals, such as vacation time and paid holidays will be suspended during the leave and will resume upon the return to active employment. The Company will make every reasonable effort to return an employee to his/her same or comparable position; however, this will depend on the Company's operational and business needs at the time. There is no guarantee of employment upon return from a personal leave of absence. If an employee fails to report to work immediately at the expiration of the approved leave period, the Company will consider this a voluntary resignation. RWP reserves the right to request documentation supporting all Leave of Absence requests. Employees returning from leave based on medical necessity may be required to provide a doctor's release.

### **Military Leave**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may substitute their awarded paid leave time for unpaid leave, although they are not required to do so. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work, and therefore, the employee must continue to pay for their portion of the premiums. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 24 months of uniformed service, but will be required to pay all of the premium for the continuation coverage.

### ***Leave for Active or Reserve Duty***

Upon receipt of orders for active or reserve duty, an employee must notify their supervisor and the Human Resource Department as soon as possible, and submit a copy of the military orders to the Human Resource Department, (unless he/she is unable to do so because of military necessity or it is otherwise impossible or unreasonable).

### ***Leave for Training and Other Related Obligations***

Employees will also be granted unpaid time off for military training and other related obligations, such as for an examination to determine fitness to perform service. Employees should advise their supervisor of their training schedule and/or other related obligations as far in advance as possible. Employees should retain their military pay vouchers.

### ***Return from Military Leave***

RWP has the utmost respect and support for men and women serving in the United States Armed Forces. As such, the Company will make every effort to reinstate or rehire employees returning from military leave. However, the policy described herein represents the minimum guidelines applicable to military leaves of absence.

Upon return from military service, an employee must provide notice of or submit an application for reemployment in accordance with the following schedule:

- 1) An employee who served for less than 31 days or who reported for a fitness examination, must provide notice of reemployment at the beginning of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.
- 2) An employee who served for more than 30 days, but less than 181 days, must submit an application for reemployment no later than 14 days after completing his/her period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
- 3) An employee who served for more than 180 days must submit an application for reemployment no later than 90 days after the completion of the uniformed service.

4) An employee who has been hospitalized or is recovering from an injury or illness incurred or aggravated while serving must report to Human Resources (if the service was less than 31 days), or submit an application for reemployment (if the service was greater than 30 days), at the end of the necessary recovery period (but which may not exceed two years).

An employee whose military service was for more than 30 days must provide documentation within two weeks of his/her return (unless such documentation does not yet exist or is not readily available) showing the following: (i) the application for reemployment is timely (i.e. submitted within the required time period); (ii) the period of service has not exceeded five years; and (iii) the employee received an honorable or general discharge.

#### **Witness Duty**

RWP encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by RWP, they will receive paid time off for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than RWP. Employees are free to use any available paid leave benefit (such as vacation leave) to receive compensation for the period of this absence.

The subpoena should be shown to your supervisor & Human Resources immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

### **EMPLOYEE BENEFITS**

In addition to receiving equitable wages and having an equal opportunity for professional development, you may be eligible to enjoy other benefits which will enhance your job satisfaction. The value of your benefits package amounts to a considerable sum each year and represents a very large investment in the employees at RWP.

#### **Government Regulated Benefits**

##### ***Workers' Compensation***

RWP provides Workers' Compensation benefits to all employees for job related injuries or illness. The insurance provides for medical care, lost income, and temporary disability benefits subject to state law.

When an employee is injured or becomes ill on the job, an accident report must be completed and submitted to management immediately. If an employee is injured in the course and scope of employment and tests positive for drugs, he/she may forfeit eligibility for medical and indemnity benefits under the applicable Workers' Compensation statutes as well as be immediately terminated from employment with RWP.

##### ***Social Security***

The United States Government operates a system of contributory insurance known as Social Security. As a wage earner, you are required by law to contribute a set amount of your monthly wages to the trust fund from which benefits are paid. As your employer, RWP is required to deduct this amount from each paycheck you receive. In addition, RWP matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security benefits.

##### ***Unemployment Insurance***

Unemployment compensation provides temporary income for workers who have lost their jobs through no fault of their own. State and Federal unemployment insurance covers all Company employees. This insurance is provided 100% by RWP and requires no contribution by the employee. If you become unemployed, you may be eligible for unemployment compensation, under certain conditions, for a limited period of time. You should apply for benefits through your local State Unemployment Office as soon as possible.

RWP will contest any unjustified claims for unemployment compensation where the employee has become unemployed

for reasons such as gross misconduct, violation of Company policy, repeated substandard performance, etc., or in instances where the employee voluntarily decides to leave their employment with RWP.

### **Company Sponsored & Voluntary Benefits**

RWP is interested in the health and wellbeing of both you and your family, and as such, benefit programs are available through the Company. Regular, Full-time, employees are eligible to participate in these group benefits upon completion of the applicable benefit waiting periods. RWP values each individual's contributions to the success of our organization. If you decide to participate, coverage will begin the first of the month following thirty (30) days of employment. Human Resources will advise employees on how to obtain details of the Company's benefit programs.

### **Benefits Overview**

Regular Full-Time Employees consistently working the requisite number of hours or more per week are eligible to participate in these group benefits upon completion of the applicable benefit waiting periods.

The following is a summarized list of the available health insurance programs:

- Medical, Dental, Vision & Life Insurance/AD&D Coverage
- Section 125 Plan
- Gap Insurance
- 401(k) Retirement Plan
- AFLAC
- Tuition Reimbursement

### **Medical Dental Vision & Life Insurance/AD&D Coverage**

RWP participates in a comprehensive group health plan. Regular Full-time employees may enroll upon completion of the benefit-waiting period. Coverage is effective on the first day of the calendar month following thirty (30) days of employment. Benefit cost information and enrollment instructions will be provided to you prior to your eligibility date. Additionally, employee health insurance premiums are handled through pre-tax payroll deductions. (*See Section 125 information.*)

### **Section 125 Plan**

At RWP, employee-paid health insurance premiums are eligible under the provisions of Section 125 of the Internal Revenue Service Code. Section 125 affords you the opportunity to deduct health insurance premiums from your gross salary before taxes are computed. As such, your gross income will be reduced by the amount you contribute to premiums, and you will not be taxed on that amount; i.e., you will not pay the Federal Withholding Tax and Social Security/Medicare tax you normally pay on that amount.

If you do not enroll in the health plan(s) for which you are eligible within thirty (30) days of your eligibility date, you will not be able to participate in these plans until open enrollment, unless a qualifying event occurs. Furthermore, once you make your benefits selection, you are committed to those selections for the duration of the plan, unless you experience a qualifying event. Examples of a qualifying event would include marriage, divorce, your death, death of your spouse or dependent, birth or adoption of your child, a change in status of employment to either yourself, or your spouse, your unpaid leave of absence or that of your spouse, and a change in health coverage which affects you or your spouse. If you experience a qualifying event, you must notify management within 30 days of the event or you may forfeit your right to make a change in the group benefit plans.

### **AFLAC**

AFLAC has an array of policies to cover employees and their families away from work. An AFLAC representative will explain the different policies on an individual basis to customize the coverage to your specific needs. Employees will be responsible for the cost of the coverage and a weekly deduction will be collected toward your policies during payroll. RWP will then make monthly payments directly to AFLAC on your behalf. Eligible employees may enroll or make changes to their current policies during open enrollment every September 1<sup>st</sup>. New employees are also eligible to enroll after they have been employed for thirty (30) days. New Hires may reach out to Humana Resources once they are eligible for enrollment. If your employment is terminated for whatever reason or you retire, Employees are entitled to take your policy with you.

### **Retirement Benefits**

RWP provides an excellent, tax-deferred vehicle for employees to save for retirement. Through RWP's 401(k) plan, all

eligible employees may contribute a percentage of their income, via a pre-tax, salary reduction to a retirement account. Also through RWP's Roth plan, all eligible employees may contribute a percentage of their income, via a taxable contribution. Additionally, the Company may provide discretionary, matching contributions to the plan.

To begin employee contributions to the 401(k) plan, employees must be at least 21 years age, have completed six months of continuous employment and be expected to work at least 1,000 hours per year. After an employee meets their eligibility requirements, entry in to the Plan is every quarter. Further information regarding the plan will be provided to eligible employees during these times.

RWP has an arrangement with a financial service company so that each employee may choose from a selection of mutual funds in which to invest their own contributions. Quarterly statements are also provided to all participants, and employees can also access their account via a "1-800" number or the Internet. Employees can change the amount of their deferral and fund selections every quarter. There are also limited, early withdrawal and loan options within the plan, (tax implications and administrative fees may apply). For further details on the provisions of this great benefit, please consult the Human Resources Department.

### **Tuition Reimbursement**

The Company encourages employees to increase their career potential by voluntary participation in job-related courses, continuing education programs and/or professional seminars outside of regular working hours. As such Regular, Full-time employees who have completed one (1) year of consecutive employment may be eligible for reimbursement of applicable tuition or educational expenses. Employees seeking educational assistance must complete the Educational Assistance Request Form and submit it to the Office Manager. Subsequently, management will review the request to determine whether the course or seminar is job-related and the cost fits within budgetary guidelines. If approved, the Company will reimburse the applicable expenses when an acknowledgement of your successful completion of the course is received and the appropriate receipts/proof of payment has been submitted. If college level courses are taken at a nearby college/university and tuition is paid, a minimum "B" grade will be required; courses with either a "pass" or "fail" for credit towards reimbursement. We encourage you to make us aware of your educational growth plans as soon as possible so we may make every effort to accommodate your request within our budget constraints.

As in any organization, the cost of training and education can be very expensive. As such, any employee voluntarily leaving RWP prior to one year from the date of course completion, will have the cost of the course (whether mandatory or optional) deducted from their final paycheck. This control is designed to discourage short-term employees who would take advantage of our program, while continuing to encourage the long-term career-minded RWP employee.

In the case of a hardship, the employee may request a loan or salary advance to pay for tuition/education costs. If granted, this arrangement will be governed by the terms an executed agreement between the Company and the employee. As part of such Agreement, the employee will agree that the loan shall become immediately due and payable should the employee fail to complete the course and/or fail to pass the course. Please contact Human Resources for further information.

### **Statements of Rights**

#### **COBRA – Continuation of Health Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) requires most employers sponsoring group health plans to offer continued participation to employees and his/her covered dependents who would otherwise lose these benefits.

Where permitted by law, any employee premiums due at the conclusion of employment will be deducted from the employee's final paycheck as long as the deduction does not exceed any applicable minimum wage requirements. The option is available to convert some benefits into individually owned programs. The employee and his/her covered dependents may also continue existing health, dental, and vision benefits, for a limited period of time through COBRA.

RWP employees and covered dependents have the right to choose continuation coverage if group coverage is lost due to a reduction in the employee's work hours, or if employment is terminated (for reasons other than gross misconduct).

Normally the maximum length of time for continuation of coverage is 18 months from the date coverage is lost (29

months if disabled as defined by Social Security). Continuation of coverage may also be extended up to 36 months for spouses and dependents. Examples of second qualify events include: Employee's divorce or legal separation, entitlement to Medicare, death, or a child's loss of dependent status under the terms of the plan.

The monthly cost to you and your covered dependents will be the amount of the plan premium plus 2% for administration fees. Note: In the case of an Employee and/or covered dependent(s) whose maximum coverage period is extended to 29 or 36 months, the plan can increase the required payment for the employee (after 18 months) to 150% of the applicable premium.

Important: COBRA participants will not receive a monthly invoice from the plan administrator. All premium payments are due to the plan administrator on the first day of each month. For detailed information regarding your rights to continue coverage under COBRA, please refer to the plan administrator's benefits guidebook or consult Human Resources.

### **ERISA Rights**

All participants in the Employee Benefit Program are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974, (ERISA). ERISA enables plan participants to:

- ❖ Examine (without charge), at the plan administrator's office and at other locations, all plan documents including insurance contracts and copies of all documents filed by the plan with the U.S. Department of Labor. Examples of these documents include annual reports and plan descriptions.
- ❖ Obtain copies of documents and other plan information upon written request to the plan administrator. The administrator may make a reasonable charge for the copies.
- ❖ Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary financial report.
- ❖ File suit in a federal court if any materials requested were not received within 30 days of the participant's request, unless the materials were not sent because of matters beyond the plan administrator's control. The court may require the plan to pay a penalty for each day's delay until the materials are received.

In addition to creating rights for plan participants, ERISA imposes obligations upon the persons who are responsible for the operation of the employee benefit program. In legal terms, such persons are referred to as "fiduciaries." Fiduciaries must act solely in the interest of the plan participants and they must exercise prudence in the performance of his/her plan duties. Fiduciaries who violate ERISA may be removed and required to make good any losses they have caused the plan.

An employer may not fire or discriminate against an employee to prevent the employee from obtaining a (welfare) benefit or exercising his/her rights under ERISA.

If an employee is improperly denied a (welfare) benefit in full or part, the employee has the right to file suit in a federal or state court. If plan fiduciaries are misusing the plan's money, employees have a right to file suit in a federal court or request assistance from the U.S. Department of Labor. If successful in a lawsuit, the court may require that the other party pay legal costs, including attorney's fees.

If you have any questions about this statement or about your rights under ERISA, you may contact:

- ❖ The plan administrator; or
- ❖ The nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor listed in your telephone directory; or
- ❖ The Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue.

### **HIPAA Rights**

- ❖ *Special Enrollment Rights:* Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, employees are given the opportunity to enroll under his/her employer's group plan if they lose other coverage or gain new dependents. If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance coverage, you may in the future be able to enroll yourself or your dependents in this plan, provided that you request enrollment within 30 days after your other coverage ends. In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement of adoption, you may be able to enroll yourself and your dependents, provided that you request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

If you add coverage under these instances, the maximum length of any preexisting condition exclusion under this plan is 12 months. However, a pre-existing condition exclusion does not apply to your pregnancy or that of your covered spouse, or to any newborn or adopted child who is added to the coverage within 30 days of the birth or adoption.

- ❖ *Pre-existing Condition Exclusions:* A "pre-existing condition" is a condition for which medical advice, diagnosis; care or treatment was recommended or received within the six-month period ending on your enrollment date. Your enrollment date is the earlier of his/her first day of coverage under your employer's group health plan or the first day of the waiting period. The maximum length of a pre-existing condition exclusion under this plan is 12 months (or 18 months if you or your dependents sign-up as late enrollees). Your prior coverage will count toward this plan's pre-existing condition exclusion if you do not have a break in coverage between the old plan and this plan of 63 or more days. The waiting period under this plan does not count toward the 63-day period. In short, these rules make your health insurance coverage "portable."

You will need to present a copy of a health coverage certificate from your prior plan in order to prove your prior coverage. If this plan is going to apply a pre-existing condition exclusion to you or your covered dependents, you will be notified of this determination and your rights to appeal.

- ❖ *Health Certificates:* If your coverage under this plan stops, you and your covered dependents will receive a certificate that shows your period of coverage under the plan. You may need to furnish the certificate if you become eligible under another group health plan if it excludes coverage for certain medical conditions that you have before you enroll. You may also need the certificate to buy, for yourself or your family, an individual insurance policy that does not exclude coverage for medical conditions that are present before you enroll. You and your dependents may also request a certificate within 24 months of losing coverage under this plan.

To request a certificate, contact management.

### **HIPAA Health Information Privacy Policy**

The Company offers a group healthcare plan that is subject to the Health Insurance Portability and Accountability Act (HIPAA). On the basis of that law, privacy regulations now apply to certain protected health information. As such, the Company has adopted the following policy. Additionally, the Company's confidentiality policies will continue to apply to all employee data, including medical information, wages, etc., and the Company will comply with all other federal and state laws concerning privacy.

The Company does not customarily receive nor maintain HIPAA-protected health information (PHI). Administrative tasks are performed such as enrollment, changes in enrollment, and payroll deductions. In the event the Company obtains PHI, it will maintain that information in confidence. Specifically, the Company will not use or disclose such information for employment-related actions and decisions or in connection with other benefit plans.

PHI refers to individually identifiable health information received by the Company's group health plan and created or received by a healthcare provider, health plan, or healthcare clearinghouse that relates to the past, present, or future health of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care. Such health information includes health status, medical condition, claims experience, receipt of health care, medical history, genetic information, and evidence of insurability and disability.

PHI does not refer to health information received apart from a group health plan, such as workers' compensation, short-term

disability, long-term disability, medical information received based upon the Americans with Disabilities Act (ADA), medical information received based upon the leave of absence requests, or pre-employment physicals. However, the Company's confidentiality and general privacy policies will apply to such information.

The plan and its insurers/HMOs will only disclose summary health information to the Company or plan sponsor for the purpose of obtaining premium bids or for the purposes of modifying, amending, or terminating the Employment Retirement Income Security Act (ERISA) healthcare plan. The plan and its insurers/HMOs will not disclose PHI to the plan sponsor. As a plan sponsor, the Company may request summary health information only for the purpose of obtaining premium bids or for the purposes of modifying, amending, or terminating the ERISA healthcare plan. Summary health information means claims history, claims expenses, or type of claims experienced from which the following information has been deleted:

- ❖ Names
- ❖ Street address, city, county, ZIP code (except that geographic information may be aggregated by a five-digit ZIP code)
- ❖ All elements of dates (except year)
- ❖ Telephone numbers
- ❖ Fax numbers
- ❖ Electronic-mail addresses
- ❖ Social Security numbers
- ❖ Medical records numbers
- ❖ Health plan beneficiary numbers
- ❖ Account numbers
- ❖ Certificate /license numbers
- ❖ Vehicle identifiers and serial numbers, including license plate numbers
- ❖ Device identifiers and serial numbers
- ❖ Web Universal Resource Locators (URL)
- ❖ Internet Protocol (IP) address numbers
- ❖ Biometric identifiers, including fingerprints and voiceprints
- ❖ Full-face photographic images and any comparable images
- ❖ Any other unique identifying number, characteristic, or code
- ❖ Before assisting employees with understanding the group health plan, filing claims, or disputing claims, the Company will obtain an individual's authorization to access that person's protected health information. Additionally, the Company will discipline, up to and including termination of employment, for improper access, use, or disclosure of protected health information or other confidential employee information.
- ❖ When protected health information is used for payment of benefits and plan operations, only the minimum necessary information will be released, and any protected health information will be secured against unauthorized access.

#### ***Refraining from Intimidating or Retaliatory Acts***

- ❖ The group health plan will not intimidate, threaten, coerce, discriminate against, or take other retaliatory action against:
- ❖ An individual about whom the plan has protected health information for exercising his or her health information privacy rights or filing a complaint under the plan's complaint procedure.
- ❖ Anyone for filing a complaint about a health information privacy violation with the Department of Health and Human Services; testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing into such a violation; or opposing any act or practice made unlawful by the HIPAA Privacy Rule. To be covered by this protection, opposition to an unlawful act must be based on a good-faith belief that the practice opposed is unlawful, must be reasonable, and must not involve a prohibited disclosure of protected health information.

#### ***Complaints***

Complaints about the group health plan's compliance with the requirements of the HIPAA Privacy Rule or the group health plan's health information privacy policies are to be delivered to Human Resources.

A determination will be made as to whether or not a violation has occurred, steps will be taken to mitigate any damage that has occurred, and discipline any employee who has violated the rule or plan policies. Complaints that a privacy officer has violated

the requirements of the HIPAA Privacy Rule or the group health plan's health information privacy policies are to be referred to Human Resources for resolution. A record will be maintained of all filed complaints and their disposition for six years following the disposition of the complaint.

### **SAFETY POLICIES**

At RWP, it is our goal to provide you with a safe and healthful work environment. Safety is everybody's business and we want to protect you against occupational injury as well as minimize the potential loss of production. Please also reference the Company's Safety Manual, available in the main office and at each job site.

Employees are expected to be conscientious of their surroundings for their own safety as well as the safety of coworkers and visitors. As such, employees who have concerns or suggestions for improved safety in the workplace are encouraged to raise them with their supervisor and/or Human Resources. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Additionally, employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations.

Employees must follow the below listed basic, minimum safety rules when visiting construction project sites:

- ❖ Participate in any safety and health training programs and/or orientations as required by the controlling contractor.
- ❖ Become familiar with and follow any applicable project specific safety programs, policies and procedures established by the project's controlling contractor.
- ❖ Read, understand and follow all safety related signs, posters and related materials.
- ❖ Follow all safety related verbal instructions given by the controlling contractor personnel.
- ❖ Wear all necessary/required personal protective equipment as specified by the controlling contractor.
- ❖ Never approach any machinery, equipment or employee operating such equipment without authorization and/or first getting the employee's attention.
- ❖ Follow any other established project specific safety rule, which may be more stringent than what the Occupational Safety and Health Administration (OSHA) or this Corporate Safety Program requires.

### ***Communicable Disease Policy***

A communicable disease is a disease that can be transmitted from one individual to another via: (1) direct physical contact, (2) the air (cough, sneeze or inhaled particle), (3) through a transmission vehicle (either ingested or injected) or (4) through a vector (animals or insects). This definition may be broadened in accordance with the recommendations and information provided from the Centers for Disease Control and Prevention (CDC). Examples of some of the most common communicable diseases include measles, influenza, viral hepatitis-A (infectious hepatitis), Severe Acute Respiratory Syndrome (SARS) and (COVID-19) and tuberculosis (TB).

Employees are not to come to work, if they have a known symptom of a communicable disease or if they have been in directly exposed to someone with a communicable disease. They are to call in, contact their doctor and receive guidance for how to minimize the risk of transmission to others.

The Company reserves the right to exclude a person with a communicable disease from the workplace facilities, programs and functions if the organization finds that, based on a medical determination, such restriction is necessary for the welfare of the person who has the communicable disease and/or the welfare of others within the workplace. The Company will comply with all applicable statutes and regulations that protect the privacy of persons who have a communicable disease. Every effort will be made to ensure procedurally safeguards to maintain the personal confidence about persons who have communicable diseases.

The Company will take proactive steps to protect the workplace in the event of an infectious disease breakout in accordance with CDC guidelines or as otherwise required by federal, state or local law, regulation or executive order.



## ***Hazardous and Toxic Materials***

If your job requires you to 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, as your supervisor who is responsible for maintaining and providing access to applicable MSDS' sheets.

## ***Horseplay***

Horseplay of any kind is strictly forbidden. It can result in injury and physical harm to employees who engage in it and/or who are the victim of it. Horseplay includes, but is not limited to, chasing after one another, hitting or punching one another, throwing things or spraying products at another person, playing practical jokes on someone or rigging an employee's locker, toolbox or desk to create a surprise.

## ***Personal Protective Equipment***

Personal protective equipment includes both clothing and accessories that are required to protect the safety and health of employees in the workplace. It is your responsibility to utilize all available personal protective equipment and to inform your manager if you do not have proper personal protective equipment or if you have not been trained on how to correctly use the protective equipment that is provided to you.

Failure to comply with the use of personal protective equipment may result in disciplinary action, up to and including termination of employment.

## **Accident Prevention**

The Company is guided by established accident prevention practices and protocols. This policy is based upon a sincere desire to eliminate personal injuries and damage to equipment and property, as well as to protect the general public, whenever the public may come in contact with or is affected by the Company's work. Management and supervisors are charged with the responsibility of preventing the occurrence of incidents or conditions that could lead to occupational injuries or illnesses. While the ultimate success of a safety and health program depends upon the full cooperation of each individual employee, it is the Company's commitment to provide all employees a safe environment in which to work. It is likewise management's responsibility to see that safety and health rules and procedures are adequately in place and enforced.

Safety should never be sacrificed for productivity. It must be considered and integral part of quality control, cost reduction, and job efficiency. However, we also recognize that as long as any possibility exists for even one person to suffer injury, we must continue to stress safety and to strive for improvement.

There are three sound reasons for this:

- ❖ No endeavor is worthy if it results in human suffering through disabling injury or loss of life.
- ❖ A good safety record reflects the quality of management, supervision, and the entire workforce. It also serves to promote business thereby contributes to the continuing growth and success of the Company.
- ❖ Poor accident experience increases costs and results in loss of profits. Our policy is to accomplish work in the safest possible manner consistent with good work practices.

## **Work-Related Injuries/Illness**

Any injury that occurs while on the job no matter how big or small arising as a result of and during the course of employment must be reported immediately to your supervisor and Human Resources. Regardless of how minor an injury may appear, it is important that it be reported immediately. Notification enables eligible employee to qualify for coverage as quickly as possible. Pertinent information must be collected regarding the injury so claim with the Company insurance carrier can be established. Failure to report an injury promptly may result in loss of benefits. Contact the Human Resources Department for information regarding claims which may be covered and the manner in which they may be made.

Additionally, providing details of an accident to management may help identify steps to prevent similar accidents/injuries in the future. Any employee involved in a work-related accident is subject to drug testing per the Company Drug-Free Workplace Policy. Refusal to test will result in disciplinary action up to and including termination. In the event of an accident, an employee must:

- ❖ Report the accident/injury to your supervisor (or to the nearest supervisor) and Human Resources immediately
- ❖ Communicate recovery status to your supervisor and Human Resources
- ❖ Keep scheduled medical appointments

- ❖ If unable to work, you must provide a physician's note to your supervisor and Human Resources within twenty-four hours of the appointment
- ❖ Return to work when approved by a physician within twenty-four (24) hours of physician's release to work; returning employees must provide their supervisor and Human Resources with a physician's certification that they are able to work satisfactorily and safely

Failure to report to work after being released by the doctor, or failure to accept any duty, whether temporary or sustained, may result in loss of workers' compensation benefits and/or disciplinary action up to and including termination.

### ***Steps to Take When an Injury Occurs***

On the job injuries must be reported immediately to your supervisor and Human Resources. This will ensure proper treatment at a designated medical facility. It's important that all medical treatment recommendations be closely followed to assure a quick recovery and return to work. Post-accident drug testing will be required. *(See also Drug-Free Workplace Policy.)*

If a fellow worker should become seriously injured, the following actions should be taken:

- ❖ Do not attempt to move the person (unless they are in immediate danger)
- ❖ Immediately summon for help by calling 911 for emergency care
- ❖ Keep the injured person calm and assure them that help is on the way; keep others away from the person and keep activity down. Provide a blanket or similar covering should there be evidence of shock
- ❖ Follow accident-reporting instructions that are posted

Above all, keep in mind that no injury is insignificant. Often times, pain and discomfort can occur days later. All accidents must be reported regardless of their severity. On-the-job injuries or illnesses are handled in accordance with applicable Worker's Compensation Laws. Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

### **Driver's Safety**

To promote and emphasize RWP's commitment to safety as well as to hiring and retaining the best employees, the following requirements must be met:

- ❖ Company-owned vehicles may be equipped with, and tracked by, GPS (Global Positioning System).
- ❖ Only employees are allowed in Company vehicles. Only the driver assigned to the vehicle is permitted to drive the company-owned vehicle unless otherwise authorized by Management.
- ❖ All employees are responsible for understanding and following Company policies and procedures relative to driving for Company business.
- ❖ Motor vehicle reports (MVR's) must be obtained on all driver-applicants prior to hire.
- ❖ All records must be reviewed and initialed by Management and must meet the minimum standards set forth by the Company before the employee begins working.  
Company-owned vehicles will be driven only for transportation to/from work related destinations and not for personal use.
- ❖ After hire, the Company's standards require an updated MVR at a minimum of once a year. This check will be conducted for individuals who operate a motor vehicle for the benefit of the Company. This update will be placed in the employee file.
- ❖ Employees convicted of controlled substance-related violations (including pleas of nolo contendere, i.e., no contest) must inform Human Resources within five (5) calendar days of such conviction or plea.

### ***Vehicles Operated for Company Business***

- ❖ All drivers must have a valid driver's license. Operator's driving history may be verified on an annual basis with the Registry of Motor Vehicles. Drivers shall immediately notify Human Resources upon revocation and/or suspension of their driver's license. Any driver having moving violations may be subject to discipline up to and including termination of employment for these infractions. The severity of the discipline will be contingent upon the nature of the infractions and management discretion.
- ❖ Management discretion will be used for each case review. In reviewing the record, management is to consider the driver's accident record and any evidence that motor vehicle operating laws have been violated and must give weight

to such violations as operating under the influence of alcohol or drugs.

- ❖ No controlled substances and/or alcohol are permitted in vehicles being used for business purposes. The operator must be free of any controlled substances or alcohol while on business.
- ❖ Make sure your vehicle is in good operating condition. Check the steering, brakes, lights, mirrors, horn, defroster, wipers, signals, windshields, tires, battery, belts, fluid levels and accessories.
- ❖ The driver must be knowledgeable of their state's motor vehicle regulations and comply with them. The automobile is to be driven in a safe fashion with all drivers and passengers wearing seat belts and all posted laws are to be adhered to.
- ❖ Cell phones, laptops, mapping devices, and eating can be dangerous. Stop in a safe location for such activities. Additionally, employees must comply with the Company's policies governing the use of cellular telephones while driving as follows:
  - Employees whose job responsibilities include driving are strongly discouraged from using the phone while driving. Rather, employees should pull off to the side of the road, clear of any traffic, and safely stop the vehicle before placing or accepting a call.
  - If acceptance of a call is unavoidable and pulling over is not an option, employees are expected to keep the call short and use hands free, blue tooth, or voice activation options. Do not take notes while driving. Rather, return the call at a more appropriate time.
  - Keep the cell phone readily accessible as to avoid reaching and searching for a ringing phone while driving.
  - Employees are required to suspend all conversations during hazardous driving conditions such as heavy traffic or inclement weather. Refrain from complicated or emotional discussions. Special care should be given in situations where there is traffic, inclement weather or while driving in an unfamiliar area.
  - Employees are required to read the instruction manual and become acquainted with the features of their phone before driving.
- ❖ All traffic violations, moving violations, accidents, citations, fines, parking tickets including but not limited to speeding, improper turns, running a red light, illegal parking, reckless driving or any other similar violation incurred while driving for the Company, shall be the responsibility of the driver. This includes citation issued as a result of electronic cameras.
  - Employees residing in communities that prohibit commercial vehicles are responsible for utilizing Company-provided, magnetic coverings and adhering to any applicable rules.
  - Moreover, the Company is not liable for any citations, fines, expenses, etc. resulting from violations of this nature.
- ❖ Employees using their own vehicles for work related business must maintain insurance coverage in accordance with applicable state laws. As required by the Company's insurance carrier, proof of insurance coverage may be requested periodically. Employees using their own vehicles for work related business may be reimbursed for applicable mileage. Mileage reimbursement requests must be submitted monthly and included on the employee's expense report.
- ❖ All doors should be locked and windows closed whenever the vehicle is unattended to help prevent theft. These measures must be adhered to whenever the vehicle is unoccupied. If the vehicle is stolen while unattended and these measures were not taken, then proper disciplinary action will be taken up to and including termination.
- ❖ Drivers involved in an accident should not admit any liability. No statements or conversations regarding the accident should be made at the scene to anyone other than the investigating police officer or the Company. A police report, however, is necessary and should include any potential witnesses, all insurance information, driver information, and vehicle locations. Employees are asked to take pictures of the accident and the individuals involved whenever possible without endangering themselves in any way. Employees must complete an accident investigation report and submit it to the main office. Drivers must also submit to a drug test within 24 hours of accident. Accidents resulting from the error of the driver will result in disciplinary action up to and including termination of employment. Employees must notify the Human Resources as soon as possible but no later than 24 hours following an accident. The disciplinary action taken will be determined on a case by case basis and will be determined based upon seriousness and/or frequency of infractions.

## DRUG FREE WORKPLACE PROGRAM POLICY

### Scope

This policy applies to all employees of RWP, all of its subsidiaries and business units, and all of their employees.

### Purpose

The ultimate goal of this policy is to balance respect for individual privacy with the need to protect the health and safety of our employees, maintain a productive, drug-free work environment, and preserve our reputation and that of our customers and visitors.

Consistent with this effort, RWP strictly enforces the guidelines for a Drug-Free Workplace, which prohibits the use, abuse, possession, distribution, trade or sale of drugs while on the job. In addition, reporting to work under the influence of illegal drugs/inhalants or alcohol is strictly prohibited.

### Statement of Policy

RWP is committed to protecting the work environment from adverse effects of alcohol and drugs, such as accidents, injuries, absenteeism and security issues. A drug-free and alcohol-free environment contributes to the protection of Company property, equipment and operations, and increases employee productivity and wellness. To attain this objective, the Company has established rules prohibiting the use, sale, or possession of prohibited drugs and alcohol.

It is a condition of employment to abide by the terms of this Policy. It is the policy of the Company, that the unlawful/unauthorized possession, use, consumption, sale, trade, purchase, distribution, dispensation, illegally obtained, or manufacture by any employee of any alcohol, illegal drugs/inhalants during work hours on Company premises, within its facilities or vehicles, or in the course of Company related work off Company premises is strictly prohibited and will be grounds for disciplinary action, up to and including termination.

The Company shall not permit any employee to report to work or to perform his/her duties after having ingested illegal or illegally obtained drugs/inhalants, or while impaired or under the influence of alcohol, as consistent with applicable regulations.

Employees shall not use or be under the influence of medication while working if the medication(s) has the potential to alter or adversely affect judgment or motor skills, induce sleepiness, or otherwise detract from the ability to safely perform the job. Employees must notify their supervisor if taking such medication, including prescription medications which may impair driving, customer service, or create a safety hazard. Employees are not required to disclose the medicine's name or the condition for which it is being taken. However, the treating physician must provide documentation stating whether or not the employee can safely perform his/her specific job. -- *The illegal use of prescription drugs is strictly prohibited.*

### Definitions

- ❖ **Alcohol:** Liquids containing ETHYL ALCOHOL (ETHANOL).
- ❖ **Illegal Drug(s):** Any drug: (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed. This includes, but is not limited to one or more of the following named substances: AMPHETAMINES, CANNABINOIDS (MARIJUANA), COCAINE, PHENCYCLIDINE (PCP), OPIATES, METHAQUALONE, METHADONE, PROPOXYPHENE, BARBITURATES, BENZODIAZEPINES.
- ❖ **Medication(s):** Prescription and Non-Prescription substances obtained and used legally or illegally for any reason, to combat illnesses and injury or for other therapeutic reasons.
- ❖ **Work(ing):** Performing any activity under any conditions during any period of time that an employee is covered by the Employer's Workers' Compensation insurance (driving, on duty, on call, or performing any task as part of employment duties); lease and contract employees included.
- ❖ **Influence:** To be physically, mentally, or emotionally subject to the effects of any substance.
- ❖ **Employer:** The Company.
- ❖ **Client:** All customers, guests, or visitors.
- ❖ **Employee:** Anyone employed, or contracted with RWP who is covered by Workers' Compensation Insurance obtained by the Company.

- ❖ **Donor:** An employee or applicant that has submitted body fluids and/or breath samples for the purpose of determining the presence of drugs/alcohol.
- ❖ **Use/Using:** As it pertains to drugs, alcohol and medications; to drink, smoke, apply topically, inject, possess, solicit, distribute, dispense, manufacture or transfer. Exceptions to these rules regarding the definition of “use” will be allowed only with management’s written permission.

## **Medical Marijuana**

The Company recognizes that the state allows the use of medical marijuana under Amendment 2, for qualified patients. However, this law does not limit the ability of an employer to enforce a drug-free workplace policy. Therefore, to maintain a safe workforce, employees are strictly prohibited from using or possessing marijuana, including for medical purposes, on Company property, or jobsite, on Company time or while performing any business or services on the Company’s behalf. The Company also prohibits employees from reporting to work under the influence of , or in any way impaired by, marijuana including marijuana as determined in the Company’s sole discretion to the fullest extent permitted by applicable law.

## **Drug/Alcohol Policy**

All drug testing will be conducted by the Company through a designated, licensed, and NIDA certified laboratory. Collection, lab analysis, and review shall be done in accordance with state and federal drug-free workplace requirements. The testing will be conducted with appropriate chain of custody procedures in place to ensure accuracy and continuity in specimen collection, identification, testing, handling, transfer, and storage.

The Company tests for any or all of the following drugs: amphetamines, cannabinoids, cocaine, ethyl alcohol, opiates, and phencyclidine. Alcohol blood and/or breath alcohol testing will be performed as deemed appropriate and allowed/required by law. The Company reserves the right to have blood and/or urine samples collected when outside medical treatment is provided for a work related injury, as allowed by law. Also, blood tests may be performed on pre-employment donors when a diagnosed long-term medical condition exists that renders the donor unable to provide an adequate urine specimen.

The Company shall pay the costs of initial and confirmation drug testing which it requires of Employees/Applicants. Employees/Applicants shall pay the cost of any additional drug testing not required by the Company.

## ***Pre-employment Testing***

Offers of employment with the Company are contingent upon the candidate signing the Application for Employment, applicable authorization forms, and successfully passing a drug test.

## ***Post-Accident Testing***

Any employee who has caused, contributed to, or been involved in an accident in the course and scope of employment that results in injury to the employee or another person and requires medical attention by a licensed physician, must be drug tested. Additionally, if an employee is involved in an accident that results in physical damage to Company property, product, equipment, or machinery, they must be drug tested. Any employee involved in a work related accident, must first receive any necessary medical treatment. The employee must then submit to a post-accident drug screening. The employee must report for testing to the designated collection site or hospital. Alcohol testing must be conducted within 8 hours and drug testing must be conducted within 24 hours of the incident. Failure to do so will be considered a refusal to test, resulting in immediate termination.

## ***Reasonable Suspicion***

When Company management or Human Resources has reasonable suspicion, based on objective evidence, to believe that an employee is using or has used drugs or alcohol in violation of the Drug-Free Workplace Policy, the employee will be tested.

At least one, (preferably two) managers must make confirmation of such reasonable suspicion evidence. Reasonable suspicion evidence must be based on contemporaneous, articulable observations concerning the appearance, behavior, speech, and/or body odors of the employee. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs/inhalants or is intoxicated while working or while on Company or customer work sites or while operating Company vehicles, personal vehicles being used in the course and scope of Company business, machinery, or equipment will be required

to submit to a reasonable suspicion drug test.

A copy of the reasonable suspicion documentation will be provided to the employee being tested upon written request.

### ***Return to Work and Follow-up Testing***

If an employee in the course of employment voluntarily enters, or is required/permitted to enter, an alcohol or drug rehabilitation program, the employee must comply with all treatment and testing requirements set forth by the Substance Abuse Professional (SAP). In addition, the Company will require the employee to submit to a drug and/or alcohol test as a follow up to such program. Follow-up testing will be conducted no less than once per year for a two (2) year period after completion of the program. Advanced notice of a follow-up testing date will not be provided to the effected employee. Other terms and conditions of continued employment may also be imposed by the Company.

### ***Consequences of Positive Test Results***

#### Pre-Employment:

- ❖ A candidate with a confirmation positive test result will be ineligible for employment at that time.
- ❖ The candidate may re-apply after one (1) year.

#### During Employment:

- ❖ The employee will be immediately terminated.
- ❖ An employee who is injured in the course and scope of his/her employment and who tests positive may forfeit his/her eligibility for Workers' Compensation medical and indemnity benefits.

### ***Refusal to Test***

Any employee who refuses to submit to required drug and/or alcohol testing, or who tampers with or adulterates a drug and/or alcohol specimen, will be subject to immediate termination of employment, and may automatically forfeit eligibility for medical and indemnity benefits as well as unemployment benefits under applicable state laws.

The Company reserves the right to place an employee on Administrative Leave (with or without pay), pending the release of the results of a drug test or the outcome of an investigation related to a violation of the DFWP.

### ***Release and Review of Test Results***

#### ***Medical Review Officer (MRO)***

The Company will engage a Medical Review Officer (MRO - a licensed physician, medical doctor, or doctor of osteopathy) who will be responsible for receiving and reviewing all confirmation test results from the testing laboratory and reporting them to the Company. The MRO will also be responsible for contacting all individuals who tested positive to inquire about possible prescriptive or over-the-counter medications or other factors that could have caused a positive test result and to provide technical assistance for the purpose of interpreting the result.

#### ***Reporting Results***

The MRO shall notify a designated representative of the Company in writing of the verified test result, whether negative, positive, or inconclusive. If the MRO determines that there is a legitimate medical explanation for the positive test result, the MRO shall report a negative test result to the Company. However, should the MRO feel that the legal use of the drug would endanger the donor or others, or if the donor is in a safety sensitive or high risk position at the Company, then the MRO shall report the test negative due to a validated prescription, but shall request that the individual be placed in a position which would not threaten the safety of the donor or others.

The collection site will report the results of all blood alcohol tests to the MRO. The MRO will report the results directly to the Company. Upon request, a copy of the test results shall be provided to the donor.

### ***Challenges to Test Results***

#### Intra-Company Challenge:

After receiving notice of a positive, confirmation drug test result, the donor has five (5) working days to submit information to the Medical Review Officer (MRO) explaining or contesting the test results. Also within five (5) working days after receiving notice of a confirmation, positive drug test result, the donor may request an additional test of the same specimen at his/her own expense.

If the donor's explanation or challenge of a positive test result is deemed unsatisfactory, the Company shall provide the donor with a written explanation as to why his/her explanation is deemed unsatisfactory, along with the report of positive result(s).

#### Independent Testing:

The donor has five (5) working days after receiving notice of a positive, confirmation drug test result to request an independent test of the same specimen at his/her own expense. Such re-testing must be done at another AHCA licensed or NIDA approved laboratory chosen by the employee or job applicant.

An employee or job applicant may also undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to Chapter 440 F.S., or if no workplace injury has occurred, the person must challenge the test result in a court of competent jurisdiction.

#### ***Record Retention and Confidentiality***

All records required by this Policy will be maintained in a secure location with controlled access. These records shall be maintained in accordance with applicable laws as well as Company Policy.

#### ***Employee Assistance Program and Rehabilitation***

The Company supports sound treatment efforts and encourages those who abuse drugs and/or alcohol to voluntarily seek help. No employee will be retaliated against for voluntarily seeking assistance for problems relating to drug/alcohol use and/or abuse. However, it is the employee's responsibility to seek help before drug and alcohol problems effect job performance or lead to disciplinary action. The Company maintains a listing of various resources referring employees and their families who suffer from alcohol or drug use problems to local drug and alcohol rehabilitation centers. Additionally, the telephone directory yellow pages, under "Drug Abuse and Addiction - Information and Treatment", list the names and locations of treatment centers. Also, the United Way, listed in the telephone directory white pages, offers many confidential services at no charge. Any costs of outside services are, however, the employee's responsibility.

It is the Company's desire that individuals will be allowed to address and resolve any drug and alcohol related problems on a confidential basis. Employees are advised to seek trained, professional assistance immediately, should they realize a dependency on drugs, alcohol, or any controlled substance exists.

Any employee who has not previously tested positive for drug or alcohol use and has not yet entered a drug and/or alcohol abuse rehabilitation program, may seek assistance for drug and alcohol problems before they lead to disciplinary actions.

No employee will be discharged, disciplined or discriminated against solely upon the employee's voluntarily seeking treatment for a drug/alcohol related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered an alcohol and drug rehabilitation program.

Active employees participating in any substance abuse rehabilitation program are required to adhere to the treatment plan.

#### ***Authority to Establish a Drug-Free Workplace***

This Drug-Free Workplace Policy is implemented pursuant to applicable State Workers' Compensation Laws/Statutes and/or other laws/statutes that have governing authority within your work jurisdiction. Specific laws/statutes are available to employees upon written request.

#### ***Federal and State Law and Regulations***

Nothing in this statement of Policy shall be presumed to override, amend or change any requirements of state or federal law. In the event any of the provisions of this Policy conflict with applicable laws and regulations such laws and regulations will be deemed to control.

#### ***Amendments***

This Policy may be amended in any and all respects at any time by the Company. If any provision of this Policy or the application thereof, to any party or circumstance is held invalid or unenforceable, the remainder of the terms of this Policy and the application of any invalid or unenforceable provisions to other parties or circumstances will not be affected,

thereby, and to this end, the provisions of this Policy will be severable.

***Grievance***

No grievance relating to test results or discipline issued under this Policy shall be permitted, except as described herein or in the instance where the procedures set forth in this Policy have not been followed.