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## EMPLOYEE HANDBOOK



### NAHVEN FINANCIAL SERVICES, LLC

#### *Immigration Multi-Services*

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## **FOREWORD**

Dear Valued Employee:

Congratulations and welcome to NAHVEN FINANCIAL SERVICES, LLC. (DBA: Immigration Multi-Services) Whether you have recently joined our team or have worked with us for some time, we are excited to work with you. Your performance will be an integral part of NAHVEN FINANCIAL SERVICES, LLC's future success. In order to help you perform at your full potential and create a safe and enjoyable work environment we are providing you this Employee Handbook to inform you of the many important aspects of your employment and guide you along the way.

There are few things to keep in mind when reading this Employee Handbook. This document is not a comprehensive compilation of all company policies and procedures and does not cover all possible circumstances and exceptions that may arise. Many of the policies summarized in this Employee Handbook are covered in more detail in other official documentation. Consult such documentation for additional information regarding specific policies. Please address any specific questions regarding the interpretation or applicability of company policies and procedures to Human Resources or such designated company officer or manager. Note that the terms of the official company insurance and benefits policies supersede any terms to the contrary stated herein.

This Employee Handbook is not an employment contract, and nothing in this Employee Handbook gives you any right, express or implied, to continued employment. Furthermore, all terms, conditions, policies, and procedures as stated in this document are subject to change, and nothing stated herein is guaranteed remain a fixed term or condition of your employment.

As NAHVEN FINANCIAL SERVICES, LLC's employee you have an obligation to keep the information provided to you in this Employee Handbook. Do not discuss the contents of this document with persons who are not employees, officers, or otherwise privy to this information through an affiliation with NAHVEN FINANCIAL SERVICES, LLC.

Please take time to thoroughly review this Employee Handbook, noting how each section relates to your employment. Pass along any questions or concerns you may have to your immediate supervisor. We look forward to a harmonious and mutually fruitful relationship with you and are confident you will find your experience with us dually rewarding.

Again, welcome!

## **SECTION I**

### **- Introduction -**

#### **1.1 Who Are We?**

Nahven Financial Services is a company that provides Tax services, Financial Services, Notary services, Translation Services; also we provide research of Documentations for people immigrating into the United States.

#### **1.2 Mission Statement**

Nahven Financial Services, LLC help the community by providing accurate and useful information to immigrants.

##### Delivering Winning Solutions That Inspire Worklife:

###### *Delivering:*

Our actions speak louder than words. We are accountable: doing what we say we're going to do efficiently and on time.

###### *Winning:*

We act with confidence. We're proud to win. We push ourselves to greater heights. And we don't settle for less than being the best.

###### *Solutions:*

We listen to our customers and understand their needs. We offer products, services and innovative thinking that enable our customers to achieve success.

###### *Inspire:*

Our inspiration is contagious and enables us to unleash creativity to help people achieve their goals. Our motivation and enthusiasm inspire others to succeed.

###### *Worklife:*

We combine our energy for work with our passion for life. We are creating a fuller, more enriched lifestyle. We share the desire to maximize human potential to achieve persona

#### **1.3 This Employee Handbook**

This Employee Handbook summarizes some of NAHVEN FINANCIAL SERVICES, LLC's (hereinafter "Company") key expectations and employment policies. As such, it cannot provide guidance for every possible circumstance that may arise during employment and is not intended as an exhaustive resource for all Company policies. Employees that desire elaboration on specific policies should refer to official policy documentation or consult a human resources manager. This Employee Handbook replaces all prior employee handbooks, employment policies, and Company rules and practices, express or implied, whether written or oral. In addition, this Employee Handbook is subject to the provisions of official Company policy documents, including insurance and benefits policies, plan documents, and applicable law. All Company employees are required to abide by the terms of this Employee Handbook as a condition of employment. The terms of individual employees' employment contracts may control over this Employee Handbook where applicable.

#### **1.4 Policy Changes**

As circumstances warrant, Company may, in its sole discretion, deviate from the terms stated herein as it sees fit. Company has the express right to amend, modify, revoke, and add to the terms of this Employee Handbook as well as other official Company policy documentation. The terms of this Employee Handbook may only be altered through official Company written policy notices. No terms of this Employee Handbook may be altered via oral statements or other representations. Company's interpretation of the terms stated herein is absolute. Employees that need clarification as to Company's policy on a specific matter should consult a human resources manager or such designated Company officer or manager. Each employee is responsible for remaining informed of policy changes.

#### **1.5 No Guarantee of Employment**

Nothing in this Employee Handbook creates a binding employment contract between Company and its employees or provides a guarantee of continued employment for any amount of time. At-will employment status may only be altered through an express, signed, written agreement between Company and an employee to that specific and intended effect.

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

Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an "at-will" basis. Either Company or the at-will employee may conclude the employment relationship with or without advance notice at any time and for any reason, and no term in this Employee Handbook will alter or restrict the right of Company or an at-will employee to end the employment relationship accordingly. Nothing in this Employee Handbook impairs Company's right to make changes in employment status, including without limitation promotions and demotions, reassignments, transfers, and wage and benefit changes. Company may only enter into an employment relationship that is not on an at-will basis through a

written employment agreement signed by the CEO, President, or a Company officer or manager authorized with such capacity by the CEO or President.

## **1.7 Dispute Arbitration**

In return for Company's promise to do the same, your continued employment, and other benefits conferred through the employment relationship, you the employee (hereinafter "**you**," "**your**") promise to submit to binding arbitration all claims, disputes, or controversies with the Company and its officers, directors, and employees arising out of or relating to your employment relationship with Company, including disputes related to your wages and benefits, your termination, intellectual property rights, confidentiality, and any breach of this agreement, to be decided by an independent, mutually agreed upon arbitrator and any Company arbitration policy or agreement.

## **SECTION II - Employment Policies -**

### **2.1 Employee Classification Categories**

Under state and federal wage and hour laws, including the Fair Labor Standards Act ("**FLSA**"), all Company employees are either classified as exempt or nonexempt.

**Exempt Employees** - Employees exempted from the minimum wage and overtime provisions of the FLSA by holding positions that satisfy the criteria under the act. These employees are generally executives, managers, professionals, administrators, and technical staff who receive salaries or sales commissions.

**Nonexempt Employees** - Employees who are NOT exempt under the criteria of the FLSA minimum wage and overtime provisions.

In addition, the following mutually exclusive classifications apply to both exempt and nonexempt employees and help determine an employee's employment status and eligibility for employee benefits, but in no way guarantee continued employment for any amount of time:

**Regular Full-Time Employees** - Employees are considered full-time employees if they are normally scheduled to work at least 40 hours hours per week. These employees are generally eligible to receive Company benefits, if any, subject to the terms and conditions of each benefit plan.

**Regular Part-Time Employees** - Employees who are NOT normally scheduled to work at least 40 hours hours per week or who only irregularly work 40 hours or more hours per week. These employees are NOT generally eligible to receive Company benefits.

**Temporary Employees** - Full-time or part-time employees hired for a limited duration generally for three months or less. These employees are typically interim replacements or hired for work on a specific project. Temporary employee work duration may be extended upon written permission; however, status as a temporary employee may only be changed by an express writing signed by authorized Company personnel. Temporary employees are employed on an at-will basis unless expressly stated otherwise in a written employment agreement with Company. As at-will employees, temporary employees may be terminated prior to the end of the initially planned work duration for any or no reason, with or without notice. Temporary employees are generally not eligible for Company benefits unless expressly stated otherwise in a written employment agreement or Company policy.

Employees not notified of their particular classification upon hire should inquire to a human resources manager. Note that independent contractors and consultants are self-employed individuals working with Company and not Company employees. As such, they are not entitled to receive Company benefits unless expressly provided in a written agreement between such individuals and Company. Furthermore, these individuals will have control over the manner of completing assigned tasks, while Company has control over assigning the tasks that independent contractors and consultants complete and defining the specific outcomes sought.

## **2.2 Confidentiality**

In order to maintain a competitive advantage in its industry, Company requires that employees sign a confidentiality agreement as a condition of employment and keep strictly confidential certain information related to Company and those with which Company conducts business. Employees are prohibited from disclosing "**Confidential Information**", as defined below, to any external parties without prior Company authorization or to other Company employees, independent contractors, or consultants that do not have a legitimate business reason to know such information. External parties are any person or entity besides Company's employees, representatives, and authorized agents. Employees must maintain confidentiality in all locations, all modes of communication, and at all times, continuing indefinitely after termination of their employment relationship with Company. Employees are responsible for knowing what information should be treated as Confidential Information and should consult their supervisor for clarification if in doubt.

**Confidential Information** - Includes information that relates to Company, its operations, or technology that is generally not known to the public and includes, without limitation, the following: trade secrets, business plans, business strategies, bids, marketing plans, financial information, costs, pricing, employee compensation, attorney communications, projections, and investments. Confidential Information also includes information you receive from others that Company has an obligation to treat as confidential, including without limitation information from Company's vendors, suppliers, and current and prospective customers and clients.

You can help Company safeguard its Confidential Information by adhering to the following guidelines:

- Do not discuss Confidential Information in public places.
- When discussing Confidential Information, or matters that are potentially Confidential Information, be aware of who is around you and consider whether they have a specific need to know such.
- Do not take hard copies of Confidential Information off Company premises unless absolutely necessary. If you do, be sure to keep such information in a safe and secure place.
- Keep electronically-stored Confidential Information password protected, and store hard copies out of sight in secure locations.
- Shred or tear up hard copies of Confidential Information before disposing in the trash.
- Do not share or disclose information in any way that could be construed as or appear to be insider trading.

### **2.3 Conflicts of Interest**

Employees are required to avoid conflicts of interest. This means employees must avoid activities, relationships, and situations that may cause them to put their personal interests ahead of Company's. It is important that employees act in the best interests of Company at all times, and for this reason, employees must take measures to avoid even the appearance of having conflicts of interest. You must disclose any actual or potential conflicts of interest to a human resources manager, including actual or potential conflicts of interest held by another employee that such employee fails to disclose. In general, you can avoid conflicts by not using or appearing to use Company's Confidential Information, property, or business opportunities for your own personal gain.

The following are examples of situations which may create, or appear to create, a conflict of interest:

- Situations that you may have a personal financial interest in transactions or business activities of Company or Company's competitors, clients, customers, or suppliers.
- Situations where, although you do not have a personal financial interest, you may nonetheless obtain some other personal gain or advantage resulting from transactions or business activities of Company or Company's competitors, clients, customers, or suppliers.

- Situations where you consult for or otherwise have a separate business relationship with a Company competitor, client, customer, or supplier outside of your normal employment role for Company.
- Accepting any benefit, including gifts, services, entertainment, or favors, from a Company competitor, client, customer, supplier, government entity, or other organization in connection with your relationship with Company outside of your regular employment benefits from Company.
- Situations where you are responsible for hiring, managing, or otherwise working with your own family members or persons of close relation to you, whether such persons are other employees or have a different business relationship with Company, for instance as contractors, consultants, clients, customers, or suppliers.

You are required to consult human resources manager if you are unsure about whether you a conflict of interest or the appearance of a conflict of interest. When a conflict of interest is found to exist, or appears to exist, you must work with a human resources manager and/or the manager supervising the relevant business activities to remove yourself from the situation as much as possible, including creating an effective screening plan, if necessary.

#### **2.4 Employment of Relatives and Personal Relationships**

Nepotism and favoritism may jeopardize Company operations and success. Therefore, employees are prohibited from supervising, reporting on, or otherwise working with their relatives or persons holding close personal relationships outside of their employment with Company, except where such relationships are disclosed to and approved by a human resources manager. To protect its business interests, Company has the right to apply this policy whether or not relatives or persons holding close personal relationships hold supervisory or reporting positions in relation to each other. **"Relatives"** include spouses, children, adopted children, domestic partners, parents, siblings, grandparents, uncles, aunts, cousins, nieces, nephews, step relatives, brother- and sister-in-laws, mother- and father-in-laws, and relatives of domestic partners. **"Close personal relationships"** includes relationships with persons with whom you share a household, date, or have personally known for an extended period of time outside of your employment with Company.

In order to safeguard Company interests, you must disclose any relatives or close personal relationships that exist or may exist with other Company employees, contractors, consultants, clients, customers, or suppliers. You should also disclose this fact if, during your employment, you become a relative or in a close personal relationship with another employee, contractor, consultant, client, customer, or supplier, for instance, through marriage or dating.

A human resources manager may approve your working with relatives or persons holding close personal relationships where such relationships do not create substantial conflicts of interest

threatening the wellbeing of Company operations or activities, for instance, by creating potential supervisory, morale, safety, fairness, or public relations problems. Where possible, Company will strive to neutralize such conflicts of interests without impairing the benefits you receive from Company; however, Company reserves the right to take any action necessary to remove conflicts of interest that threaten Company interests.

## **2.5 Employment of Minors**

Company is regulated by and adheres to state and federal child labor laws including those of the FLSA, which is designed to protect minor employees' health, safety, and educational opportunities while employed. Among other things, these laws prohibit employment of minors less than 14 years for non-agricultural jobs as well as restricting minors' maximum work hours and occupation in hazardous positions. The FLSA also sets subminimum wage rates for specific classes of minors, students, and disabled persons. If you think you may fall into one of these classes, notify a human resources manager to discuss your options with Company for ensuring adherence to these laws.

## **2.6 Employee Files**

Company maintains confidential employee records and files according to law. Supervisors and managers may only have access to an employee's file with a legitimate business need to know and as permitted by state law. Unless otherwise required by state law, current and former employees may generally be granted access to their files upon providing reasonable notice.

All employee files must be reviewed under supervision of the records keeper during regular business hours inside of the office or department where they are normally stored and may not be taken off company property. You may not tamper or remove any part of your employee file; however, you may make copies of any information you have provided to Company that have your signature affixed, as permitted by state law.

Should you dispute any item in your file, you are permitted to make a signed and dated written statement of your dispute that will become part of your file as well.

Company will grant government agents and entities limited access to employee files when and as required by law.

An employee file is comprised of documents and information relation to each employee's relationship with Company, including among other items the employment application, employment history verification documents, resumes, background checks, emergency contact information, contracts of employment, tax forms, payroll and benefits information, and performance reviews, if any of these should exist and according to Company policy.

You are required to notify a human resources or payroll manager, as applicable, should any information previously provided to Company should change, including information provided on

an employment application or form, insurance form, or tax form. Misrepresenting information in your employee file, or failing to correct a known mistake in your file, is grounds for discipline, possibly including immediate termination.

At Company's sole discretion, you may provide a written and signed release for Company to disclose information in your employee file to an outside entity requesting access.

## **2.7 Background and Reference Checks**

Company may conduct various background and reference checks on potential or current employees. The information collected will become part of the employee's file and may include verification of information provided during the hiring process, resume, employment verification, criminal record, driving records, and credit report, depending upon the type of position sought. Any employment offer or offer for promotion or reassignment to another position made by Company is contingent on verification as to the accuracy of the information provided by the potential or current employee.

As background and reference checks are part of each employee's file, such information is kept confidential and may only be reviewed by those involved with hiring and personnel decision processes or Company managers having a legitimate business need to know.

Should you be denied employment based on information obtained from a background or reference check, then Company will provide you with a copy of such report(s) and allow you an opportunity to dispute such information.

Background and reference checks may be conducted on current employees in order to assess them for continued employment, promotion, or reassignment, as permitted by state and federal law.

## **2.8 Healthcare Information**

Information related to an employee's healthcare enrollment or plan will be managed according to Company's policy for conformance with the Health Insurance Portability and Accountability Act (HIPPA), as applicable. Company does not regularly maintain records of its employees' private healthcare information, and any such information voluntarily shared with Company by an employee will be kept confidential.

## **2.9 Employment Eligibility**

In compliance with federal law, all new employees must complete the U.S. Citizenship and Immigration Services (USCIS) Form I-9 no later than the first day of hire in order to verify identity and employment authorization. Company will verify proper completion of Form I-9. You will verify your identity and eligibility by providing documentation as specified on the last page of the form. Company will not file Form I-9 with USCIS, but will retain and store the completed Form

I-9 either for three years after the date of hire or for one year after employment is terminated, whichever is later.

## **2.10 Political Views**

Employees have the right to express political views and otherwise engage in political activities and freedoms outside of their role for Company. Company will not discriminate against employees based on their engaging in legal political activities or their affiliation with a particular political view or group. However, all employees have a responsibility to ensure that the political views they communicate and political activities engaged in are seen as separate from Company's and their role as a Company employee.

## **2.11 Termination and Change of Employment Status**

A change in your employment status may occur for different reasons, including termination by Company, resignation, abandonment, reassignment, or retirement. Should a change in employment status occur, wages will only accrue up to your effective date of separation with Company, unless contrary to a written employment contract or state law.

- **Termination by Company** - Unless expressly prohibited by statute, all employees without a written employment agreement to the contrary are employed on an "at-will" basis. This means that Company may conclude the employment relationship with or without advance notice at any time and for any reason.
- **Resignation** - If you are an at-will employee, you may choose to conclude the employment relationship at any time and for any reason. If you are considering resignation, you are encouraged to consult your supervisor in order to discuss whether other options are available to accommodate your needs. If you do decide to resign, Company asks that you provide at least two weeks' advance written notice of your departure. Employees who fail to provide the full requested advance notice may be subject to forfeiture of accrued benefits including vacation, paid time off, or other benefits at Company's discretion and according to state law. In addition, such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of Company. At Company's sole discretion and business needs under the circumstances, Company may choose to require your immediate departure and provide you with two weeks' pay instead of your being present during the notice period. Should Company so require, you agree to complete an exit interview or memo prior to departure.
- **Abandonment** - Abandonment occurs where an employee fails to be present during scheduled work hours for three or more consecutive days without prior approval for the absence. If you are considering abandonment, you are encouraged to consult your supervisor in order to discuss whether other options are available to accommodate your

needs. Company asks that all employees provide at least two weeks' advance written notice of their departure. Employees who fail to provide the full requested advance notice may be subject to forfeiture of accrued benefits including vacation, paid time off, or other benefits at Company's discretion and according to state law. In addition, such employees who fail to provide the full requested advance notice may be deemed ineligible for future rehire, at the discretion of Company. At Company's sole discretion and business needs under the circumstances, Company may choose to require your immediate departure and provide you with two weeks' pay instead of your being present during the notice period. Should Company so require, you agree to complete an exit interview or memo prior to departure.

- **Reassignment** - Based on Company needs, your employment status may occasionally change through Company reassigning you to a different shift, department, or location, unless you have a written employment contract to the contrary. Company may choose to take into consideration your requests concerning reassignment. Should Company so require, you agree to complete an exit interview or memo prior to departure.
- **Retirement** - Employees seeking to retire must provide at least four weeks' advance written notice to a human resources manager. This will allow Company sufficient time to finalize any payroll and benefits issues, determine and prepare for any hiring needs, and wrap up all other outstanding employment matters related to the planned retirement. Should Company so require, you agree to complete an exit interview or memo prior to departure.

## **2.12 Return of Company Property**

Employees must return all Company property in their possession upon ending employment with Company. Unless otherwise notified, Company property includes ID cards, uniforms, cell phones, laptops, electronics, office supplies, and all other tangible items in your possession that Company owns. Company may deduct from the final paycheck the value of all unreturned Company property, in accordance with state law.

## **2.13 Rehire**

To be rehired, former employees must have separated employment in good standing with Company. Employees lose good standing when the reason for separation is based on a policy violation. Former employees in good standing are still required to submit to Company's regular hiring process and screening, including, at Company's discretion, submitting an employment application and completing any required exams. Hiring managers seeking to hire former employees must submit a request for review and approval from a human resources manager prior to hiring. Except where expressly stated to the contrary in a written employment agreement, Former employees that are rehired will begin accruing benefits at the same rate and in the same manner as new employees, and tenure for all purposes will be calculated starting from the date of rehire.

## **2.14 Labor Unions**

Company recognizes all sanctioned labor unions and their role in representing the interests of Company's unionized employees. This Employee Handbook does not impair or otherwise alter any terms or conditions of the collective bargaining agreements held by such unions.

### **SECTION III - Payroll Practices -**

#### **3.1 Payment of Wages**

Employees are paid bimonthly for their regular wages due. Paydays will fall on the 15th and last day of the month. Employees will be paid on the last business day prior to any payday that happens to fall on a weekend or holiday. Employees will be paid by either check or direct deposit on their scheduled paydays, in accordance with payroll policy and as permitted by state law. Checks will be either hand-delivered or mailed to employees. Please refrain from leaving paychecks in unsecure areas. If a paycheck is lost or stolen, you must notify a payroll manager at once. Employees will receive any direct deposit of wages in a savings or checking account at the financial institution of their choosing.

You must submit a new Form W-4 to a human resources manager if your marital status or the number of exemptions you claim changes.

#### **3.2 Overtime Pay**

Employees classified as nonexempt will be paid overtime according to the FLSA and state law. Your supervisor must approve all overtime in advance. You are expected to comply with requests to work overtime during especially busy times and according to Company needs.

Alabama state law sets the standard work week at 40 hours. You will earn overtime pay whenever you exceed the standard work week, which will be paid at one and one-half your normal pay rate. The workweek is calculated beginning at 12:00 a.m. on Sunday morning and ending at 11:59 p.m. on Saturday night but may be changed according to Company discretion. Only actual hours worked will be counted for overtime pay. Meal breaks and time off for holidays, vacation leave, personal leave, sick leave, and other leaves of absence will not be used to calculate overtime.

#### **3.3 Deductions**

Deductions from your pay will be made according to federal and state law. This may include deductions for Federal and State Income Tax Withholding, Social Security, Medicare, Disability, garnishments pursuant to valid court orders, and other deductions pursuant to law. If you need to

change your federal or state income tax withholding, please consult a human resources manager. Furthermore, should you elect to make employee contributions under a Company benefits plan offered to you, your voluntary contributions will also be deducted from your pay according to the benefits plan as well as federal and state law.

### **3.4 Faithful Performance**

All employees are expected to promote Company's business interests at all times and to devote their full time and attention during working hours to faithfully and efficiently performing their assigned duties to the fullest extent possible within their individual means and talents.

### **3.5 Outside Work**

Employees may hold other jobs or engage in work outside of their role with Company so long as such outside work does not have a negative impact on fulfilling their responsibilities to Company. Furthermore, any outside work must not conflict or compete with Company interests or be conducted during an employee's scheduled work time. Employees engaging in outside work must notify their supervisor or manager so that Company can determine if such work presents a problem or a conflict with Company interests.

All employees must obtain prior written approval from their supervisor and a human resources manager before engaging in outside work. Failing to obtain prior permission is grounds for discipline, including termination.

No employee may engage in any outside work for customers or clients that Company would normally expect to perform. Employees are prohibited from using Confidential Information or Company tools, equipment, or other property for outside work.

Employees may not use outside work as an excuse for failing to perform their responsibilities to Company, for poor job performance, or for failing to be present during scheduled work hours. Therefore, Employees should refrain from taking on any outside work that may demand too much of their time, energy, or attention. Company may ask you to stop or decrease your involvement in any outside work that become a detriment to job performance. Employees are prohibited from using any allotted time for leaves of absence to engage in outside work, including leave classified under the Family and Medical Leave Act.

Outside work includes any work outside of your obligations to Company for which you are compensated, monetarily or otherwise, including self-employment. Outside work also includes service on a board or commission for a public entity or governing body, whether or not you are paid or otherwise compensated for such work.

### **3.6 Travel Expenses and Pay**

Company reimburses employees' reasonable expenses incurred while traveling on Company business. Employees may only travel on Company business when authorized and should verify which travel expenses are eligible for reimbursement prior to making travel arrangements.

While traveling, employees must keep a detailed report of their business activities and the expenses they incur, including supporting documentation such as receipts. Employees must submit their expense reports within 5 days of their return from travel or as otherwise requested by Company when traveling for extended periods of time.

Please use discretion while traveling to keep your expenses at a minimum and to avoid inappropriate expenses. You may not be reimbursed for expenses that are excessive or improper under the circumstances.

Nonexempt employees will be paid for travel while on Company business according to federal and state law. Exempt employees will be paid their normal salary while traveling for company.

### **3.7 Meal Breaks**

To the extent that Alabama does not require meal breaks, an employee will not receive meal breaks unless allowed or required by the terms of a written employment contract between Company and the employee. Exceptions for specific classes of workers, including workers under collective bargaining agreements and workers with written employment agreements, may apply.

### **3.8 Rest Breaks**

To the extent that Alabama does not require rest breaks, an employee will not receive any paid rest breaks unless allowed or required by the terms of a written employment contract between Company and the employee. Exceptions for specific classes of workers, including workers under collective bargaining agreements and workers with written employment agreements, may apply under state law.

### **3.9 Lactation Breaks**

Federal law requires an employee with a nursing child to receive a reasonable amount of break time to express breast milk for her child for up to one year after a child's birth at any time when the employee needs to do so. You will not receive pay when taking breaks for such purposes. Company will provide a private, safe, and sanitary place other than a bathroom or toilet stall to express milk. However, employers with less than 50 employees may be exempted from some of these requirements if they would impose an undue hardship by causing the employer significant difficulty or expense when considered in relation to the size, financial resources, nature, or structure of the employer's business.

### **3.10 Time Reporting**

Nonexempt employees are required to keep accurate and complete time records of daily hours worked through the timekeeping system provided or used by Company. Employees must not count any meal breaks or off-duty time toward hours worked. It is prohibited to falsify or alter time records, including those of a co-worker, without permission from a supervisor, and doing so may result in discipline or termination.

Time worked is recorded for payroll purposes by rounding to the nearest minute. One workday consists of 24 hours beginning at 12:00am and ending at 11:59pm. Each work week begins on Sunday at 12:00am and ends on Saturday at 11:59pm.

### **3.11 Attendance**

Company's success relies on employees arriving on time and regularly attending work. You must notify your supervisor in advance of your scheduled starting time if you will not be able to attend work that day for any reason or will be arriving late. Failure to notify your supervisor in advance will result in an unexcused absence, which is serious misconduct. Company may consider your job abandoned and your employment status voluntarily resigned for any unexcused absence lasting 3 or more consecutive days you are scheduled to work. You must also receive prior supervisor approval should you need to leave work early for any reason. Employees who display a pattern of excessive absences or tardiness may be disciplined despite not having used all of their accrued leave.

#### ***Emergencies and Inclement Weather***

In the event that bad weather or other conditions make it dangerous or impossible to travel to work, notify your supervisor as soon as you determine that you will not be able to arrive on time. You are expected to report to work as soon as travel conditions have improved. If bad weather or other emergency causes Company to close its offices for the day, we will make every effort to notify you. When in doubt as to whether work will be canceled, contact a supervisor or manager.

### **3.12 Performance Reviews and Pay Increases**

A formal performance review will be conducted every six months. This will provide an opportunity to review your past performance in order to recognize your strengths, target weaknesses and areas for improvement, and identify specific goals going forward. Any written performance reviews will become part of the employee file.

Employees receiving a performance review will not necessarily receive an increase in pay. Pay increases are based on several factors, including overall department and Company business performance, and will not always directly reflect an employee's performance. Besides formal performance reviews, employees are encouraged to regularly have informal discussions with their supervisors about their strengths, weaknesses, and goals, in order to monitor their performance.

Pay increases may be implemented at other times besides during performance reviews but must always be preapproved by a human resources or payroll manager to ensure that the requested increase aligns with Company policy and is in Company's best interest.

Periodic pay bonuses are not guaranteed to employees and are at the discretion of management. If paid by Company, these will be based on your individual performance and Company profitability. Bonuses are meant to incentivize employees to exceed expectations and constantly perform to the best of their abilities. This will help ensure that Company stays competitive in its market.

### **3.13 Payroll Policies**

Company reserves the right to change payroll policies and practices, including those stated above, after providing prior written notice to employees and in accordance with state law.

## **SECTION IV - Standards of Conduct -**

### **4.1 Equal Employment Opportunity**

Company provides equal employment opportunities (EEO) in all our employment practices to all employees and applicants for employment without regard to race, color, religion, national origin, gender, age, sexual orientation, gender identity, disability, genetic information, marital status, military status, or any other category protected by federal, state, or local laws. This includes prohibiting unlawful discrimination against those associated with or perceived to belong to a protected class, whether or not an employee actually falls into such class. Company's EEO practices are upheld in every location that it operates and in all aspects of the employment relationship, including hiring, recruiting, placement, transfer, promotion, compensation, discipline, termination, layoff, recall, training, and leaves of absence.

EEO violations must be taken seriously, and all employees must make every effort to uphold and support Company's EEO policy. This includes reporting all instances of discrimination or harassment to a Company manager. It is Company's policy to promptly investigate any reported instance in a thorough manner. Company forbids any retaliation against those who report or investigate discrimination or harassment. Employees with protected characteristics under EEO law, such as those with disabilities or seeking accommodation of their religious practices, should notify Company well in advance of their need for accommodation. Company will take reasonable measures to accommodate such employees' needs.

### **4.2 Americans with Disabilities Act**

Company does not discriminate against qualified employees with disabilities in any aspect of their employment and provides reasonable accommodations to such individuals as required by law so that they may perform the essential job duties of the position. Company is fully committed to upholding the Americans with Disabilities Act (ADA) and any amendments or laws related thereto. The ADA requires employers with 15 or more employees to provide qualified individuals with disabilities an equal opportunity to benefit from the full range of employment-related opportunities available to others. In compliance with the ADA, Company does not discriminate against qualified individuals in recruitment, hiring, promotions, training, pay, social activities, and other privileges of employment. Company also does not ask prohibited questions related to an applicant's disability prior to making a job offer.

Company provides reasonable accommodations for known physical or mental limitations of qualified individuals that bring their needs to Company's attention, unless it would cause Company undue hardship. If you are currently disabled or become disabled while employed, you should notify a human resources manager to discuss any questions you may have and to request disability leave or accommodations that will enable you to perform the essential functions of your job. Company reserves the right to require that you provide certification from your healthcare provider of your disability and your need for accommodation. If disability leave is necessary, Company will work with you to determine how to best accommodate your needs while also balancing Company needs.

### **4.3 Anti-harassment Policy**

Company aims to create a work environment free of harassment wherein employees treat each other with respect and courtesy. Therefore, Company prohibits its employees from engaging in unlawful harassment against individuals on the basis of race, color, creed, national origin, religion, gender, sexual orientation, pregnancy, genetic information, age, physical or mental disability, veteran status, marital status, or any other protected classification under federal, state, or local law. Conduct considered harassment is defined below. This policy applies in all work settings, whether or not occurring on Company property, and to all aspects of the employment relationship, including hiring, recruiting, placement, transfer, promotion, compensation, discipline, termination, layoff, recall, training, and leaves of absence. It also applies to all applicants for hire and employees, whether or not the conduct is directed at a fellow employee or to an outside party, such as an independent contractor, vendor, supplier, customer, or any other party that conducts business with Company. Furthermore, Company aims to protect its employees from workplace harassment by nonemployees and will take appropriate steps to remedy any such harassment.

Employees violating this policy are subject to discipline, including possible termination. Instances of harassment are serious matters, and all employees must make every effort to uphold and support Company's anti-harassment policy. This includes reporting all instances of harassment to a Company manager. It is Company's policy to promptly investigate any reported instance in a

thorough manner. Company forbids any retaliation against those who report or investigate harassment.

### ***Sexual Harassment Defined***

Sexual harassment constitutes discrimination and is illegal under federal, state, and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when, for example a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or c) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; leering or whistling; repeated uninvited physical contact or touching, such as patting, pinching, or grabbing another's body; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal, written, or visual conduct of a sexual nature regardless of the rank, position, gender, or sexual orientation of those involved. Sexual harassment may occur through transmission using the Company's electronic communications system or through other online conduct. Sex-based harassment, that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males), may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

### ***Harassment Defined***

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is defined as verbal, written, or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, gender, sexual orientation, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law or that of his/her relatives, friends, or associates, and that a) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; b) has the purpose or effect of unreasonably interfering with an individual's work performance; or c) otherwise adversely affects an individual's employment opportunities.

Harassment includes, but is not limited to, epithets, slurs, or negative stereotyping; threatening, intimidating, or hostile acts; denigrating jokes; and written or graphic material that denigrates or

shows hostility or aversion toward an individual or group and that is circulated in a work setting, whether by being posted on Company premises or communicated via e-mail, phone, text messages, online forums, or other means.

#### **4.4 Harassment and Discrimination Complaint Procedure**

In order to maintain a safe and enjoyable work environment, it is imperative that any employee who believes that he or she has been the victim or witness of harassment or discrimination, as prohibited by this policy or law, should immediately report such behavior to a human resources manager. Discrimination or harassment should be reported whether engaged in by an employee, independent contractor, vendor, supplier, customer, or any other party that conducts business with Company.

Many times individuals are not even aware that their behavior is harmful to others. If they feel comfortable doing so, victims and witnesses of harassment or discrimination have the option to first seek to remedy the situation informally by notifying the offending party that his or her actions are not welcome and are believed to constitute a violation of Company policy. If warranted by the situation, this type of open and frank discussion can help resolve problems before they escalate to the point of irreparably harming working relationships. However, victims and witnesses that do not feel comfortable trying to resolve the problem verbally should immediately report the offending behavior to a human resources manager.

Upon receiving a report of harassment or discrimination, Company will promptly complete an investigation to determine the merits of the allegations, discover the nature and extent of the improper behavior, and, if necessary, determine the proper corrective action to take, which may include termination. Company may take any legal steps it believes are necessary in making its investigation, which may include, without limitation, reviewing electronic communications and conducting interviews of any individuals who may have information relevant to the allegations. Company will make every effort to keep the investigation as confidential as possible under the circumstances while still being as thorough in its efforts as is necessary to do its due diligence. All employees are required to cooperate and be forthcoming in assisting with Company's investigations, and any employee possessing information that may be helpful should notify a human resources manager.

Employees should not refrain from reporting harassment or discrimination or cooperating in investigations for fear of reprisal. Retaliation against those who report or cooperate in investigations is strictly prohibited in any form. Freedom to report and cooperate in investigations is an essential component of enforcing Company's anti-harassment and discrimination policies. Therefore, employees that report or cooperate in investigations must not receive any ill treatment or disadvantage due to their participation in helping enforce Company policy. Employees that are victims or witnesses of retaliation are encouraged to report retaliation to a human resources manager. Reports of retaliation will be investigated, and corrective action will be taken, according

to the same harassment and discrimination procedures outlined above. Similarly, intentionally false or malicious reports of harassment, discrimination, or retaliation that Company becomes aware of will be investigated, and corrective action will be taken, according to the procedures.

If the victim or alleged offender does not agree with the resolution of a complaint, that party has the right to appeal the decision to the CEO, who will have the final say on the matter. Victims and alleged offenders that still do not agree with the final resolution of a complaint may seek legal remedy by contacting the state or federal agency responsible for enforcing such matters.

#### **4.5 Standards of Conduct and Discipline**

All employees are responsible for knowing and abiding by Company rules and policies. Company prides itself on its ability to meet high standards of ethical and personal conduct throughout its operations. Therefore, you are expected to maintain the highest ethical standards and perform your duties in good faith and to the best of your abilities at all times when engaged in Company business.

Where warranted under the circumstances, Company will seek to use progressive discipline to correct, improve upon, and prevent future recurrences of conduct falling below our standards. At Company's discretion, progressive discipline may proceed along the following line: verbal warning, written warning, conduct evaluation period, suspension with or without pay, demotion, reassignment, and termination. A conduct evaluation period, if instituted for an employee, will be a set period not to exceed 90 days in which the employee will receive counseling and monitoring by a supervisor with the aim of targeting possible causes and correcting the poor performance. Depending upon the employee's performance during the conduct evaluation period, further discipline or corrective action may occur at the end of the period, including termination.

Company reserves the right to combine, skip, or reorder any steps in the process depending upon the nature of the offenses and the circumstances. Note that this means that Company has the right to immediately terminate an employee without warning or the use of progressive discipline should the circumstances call for such action. When determining the appropriate discipline for a given instance Company may consider, at its discretion, any of the following factors, without limitation: the employee's prior history of poor conduct with Company or prior employers, the employee's work record and level of commitment to Company goals, the number of repeated instances of the particular offense, the amount of counseling and/or training received in order to prevent such offenses, the impact the offense has on Company's performance or perception in the marketplace, and the level of egregiousness and purposeful intention to violate Company policy. Note that supervisors and others who fail to report violations or who withhold relevant information concerning a policy violation will be disciplined as is warranted under the circumstances.

At Company's discretion, Employees may be disciplined or terminated for violating any Company policy or rule. Misconduct can take many forms, and it is impossible for us to provide you with a comprehensive list of prohibited behaviors. Therefore, the list below is only illustrative and is

intended to give you notice of some of Company's general expectations concerning standards of conduct; Company may always discipline or terminate employees for engaging in any conduct it deems inappropriate. Employees are expected to use good judgment in all their actions and to consult their supervisors or a human resources manager if there is any doubt as to whether their intended conduct falls below Company standards.

Examples of misconduct that may result in discipline or termination include, but are not limited to, the following:

- Unsatisfactory job performance, including poor quality or quantity of work.
- Engaging in insubordination or disobedience to the legitimate orders of a supervisor.
- Repeatedly arriving tardy or starting work late.
- Repeated unexcused absences.
- Falsifying time records or failure to accurately record time worked, including time records for another employee.
- Dishonest behavior.
- Illegal discrimination or harassment.
- Disorderly conduct, such as violence or threats of violence or blackmail.
- Violating Company procedures or instructions.
- Failure to abide by health or safety regulations.
- Intentionally falsifying Company documents, including Company records and documents provided by the employee during the hiring process.
- Excessive use of obscene, profane, or abusive language.
- Misusing Company property, including using property without authorization; using Company property improperly; or damaging, destroying, or stealing property.
- Possession or use of weapons or other dangerous items or materials on Company property.
- Possession or use of illegal drugs, alcohol, or controlled substances without a valid prescription on Company property or while engaged in Company business.
- Failure to disclose conflicts of interests.

- Unauthorized use or disclosure of Company's confidential information.
- Conviction of a crime that indicates you are unfit to work for Company or represent a potential threat to Company personnel or operations.
- Violating applicable laws or regulations in performing your duties.
- Violating any other Company policy or rule.

### ***Giving and Accepting Gifts***

You may not give or accept gifts, services, entertainment, or favors, from a Company competitor, client, customer, supplier, government entity, or other organization in connection with your relationship with Company outside of your regular employment benefits from Company. However, you may receive gifts that are lawful, customary, of nominal value, and authorized in advance. For example, you may accept meals and refreshments of nominal value given in connection with business activities. When in doubt, consult a human resources manager, and notify a member of management if you do receive a give of more than nominal value.

### **4.6 Internal Promotions and Transfers**

Company may choose to initiate promotions or transfers of employees between different positions and locations in order to meet Company's various business needs. Employees that feel that they are well qualified are also encouraged to apply for job vacancies that become available. However, you must notify your supervisor if you apply for a position. Company prefers to promote from within unless it decides that hiring outside the organization is advisable under the circumstances. Company will take into account the past performance, length of service, conduct, skill, potential, and qualifications for the position of all employee candidates for promotion or transfer. Therefore, employees will not become "entitled" to a promotion or transfer through length of service alone. Employee candidates may be subject to the same hiring interviews, tests, and other processes as outside applicants. At all times Company retains discretion to hire outside candidates and make exceptions to this promotions and transfers policy.

### **4.7 Dress Code**

Employees are expected to maintain a clean, orderly, and well-groomed appearance. Specific dress standards will vary depending on the position and responsibilities of each employee. All employees must be on a Business Casual dress code Ask your supervisor if you are unsure as to what is appropriate for an occasion. Employees displaying improper dress or appearance will be notified. Repeated inappropriate appearance is grounds for discipline. Management will determine what is considered "appropriate" dress and appearance.

### **4.8 Safety**

Each employee is tasked with helping maintain a safe work environment and complying with all safety and health laws and regulations. Employees must report all injuries, accidents, illnesses, safety hazards, and health concerns that they experience or observe to a human resources manager or other designated manager. Failure to abide by Company safety policies or to report unsafe conditions may result in discipline.

The Occupational Safety and Health Act (OSHA) is a federal law requiring that we maintain records of all work-related accidents and illnesses. You are required to submit an incident report to Human Resources for all accidents, illnesses, or unsafe working conditions that an employee suffers or witnesses while on the job, no matter how small. Human Resources may prescribe a standardized incident report form for you to use. Failure to complete an incident report may result in discipline or prevent your ability to receive worker's compensation and other benefits.

Contact a human resources manager if you or another co-worker is injured on the job. If necessary, contact emergency medical assistance.

### ***Fire Safety***

Employees are required to know and observe OSHA regulations, including helping prevent fires and maintain safe practices for avoiding fires in the workplace. Do not block access to any fire exits, doorways, windows, or fire extinguishers. Please keep all flammable materials stored in covered metal containers.

### ***Security***

As valued members of our team, we strive to ensure your personal security at all time. Contact a human resources manager if you have questions or concerns regarding Company's security systems.

## **4.9 Workplace Bullying**

Company employees are to be treated with courtesy and respect at all times. Bullying through repeated inappropriate abuse of another will not be tolerated in the workplace, whether physical, verbal, or otherwise. Examples of bullying include pushing, physical assault, threats, insults, ridiculing, humiliating, and slandering. If you are a victim or witness of bullying, report it to a human resources manager immediately. Communications regarding bullying and any resulting investigations will be kept as confidential as possible under the circumstances. Retaliation against those who report instances of bullying is prohibited. Violations of this policy will result in discipline and possible termination.

## **4.10 Workplace Violence**

Company does not tolerate violence or dangerous behavior of any kind in the workplace, whether through physical abuse, threats, intimidation, coercion, stalking, or otherwise. Please report all incidents of direct or indirect violence or dangerous behavior to a human resources manager as soon as possible. Reporting incidents and concerns early can help prevent a situation for escalating and becoming even more dangerous. Those who report workplace violence may not be disciplined or retaliated against. Never attempt to handle a potentially dangerous situation yourself.

Reports of violence or dangerous behavior will be promptly investigated. Identities of those involved will be kept as confidential as is possible under the circumstances. Those suspected of violence or dangerous behavior may be suspended during the investigation, with or without pay, in order to maintain safety in the workplace. If found guilty of violence or other dangerous behavior, including threats of violence, you may be disciplined and terminated at Company's discretion.

#### **4.11 Drug-Free Workplace**

Company's drug and alcohol policy applies to all employees and applicants for hire and is designed to identify and correct instances of substance abuse in the workplace. Human Resources is responsible for implementing and enforcing this policy.

Drug and alcohol abuse are serious threats to Company operations and success, not to mention employee health and safety. In order to provide a safe and productive workplace, employees are prohibited from consuming, possessing, selling, or purchasing illegal drugs at any time on Company property or while engaged in Company business. Likewise, employees may not consume alcohol at any time on Company property or while engaged in Company business, except for reasonable and moderate alcohol consumption during Company business and social events. Additionally, employees may not have any detectable amount of alcohol or illegal drugs present in their bodily systems at work. The prohibitions in this policy apply whether employees are at a work facility, operating a company vehicle, or conducting off-site work.

A drug is considered illegal if it is illegal to possess or obtain or is legal to possess but has been obtained illegally, such as possessing prescription drugs without a valid prescription. This policy does not prohibit employees from lawfully possessing and using prescribed drugs. However, employees with valid prescription drugs are prohibited from abusing such drugs by consuming them in excess of the prescribed amounts or from consuming prescribed drugs that impair their ability to safely perform their duties. Company reserves the right to require employees taking prescribed drugs to produce proof that they possess valid prescriptions. Consult a doctor if you are unsure as to the potential effects of any prescribed drugs you take. You are responsible for notifying your supervisor if any prescribed drugs you take may impair your ability to work safely or perform your duties effectively.

Any violation of this policy can result in disciplinary action and possible termination, even for an employee's first offense. We encourage you to seek help if you have developed an addiction or dependence on drugs or alcohol. Company will make reasonable efforts to accommodate employees who voluntarily seek help, whether through counseling, rehabilitation, or another type of assistance program, before committing a violation of this policy. As warranted under the circumstances, such employees may be allowed to use paid time off, referred to treatment programs, placed on leaves of absence, or otherwise accommodated as required by law. Before returning to their prior work status, such employees may be required to provide proof that they have successfully completed their treatment program and to submit to testing to ensure they can perform their duties safely.

### ***Drug Testing***

In order to maintain a safe and productive workplace, Company may conduct random, intermittent drug or alcohol testing of any employee where circumstances or job responsibilities justify such testing. Regardless of job responsibilities, employees may be required to submit to drug or alcohol testing in the following circumstances:

- When applying for a position and before receiving a job offer.
- When reasonably suspected based on observations by a supervisor of being under the influence of illegal drugs or alcohol during work.
- When reasonably suspected based on observations by a supervisor of possessing, selling, or distributing illegal drugs during work.
- After violating a safety policy or rule or being involved in a serious accident that causes damage to anything on Company property, including that employee or another employee.

Employees will receive their normal pay for time spent undergoing testing, but may be suspended pending the results of the test, with or without pay. Should the results prove negative, employees suspended without pay are entitled to receive back pay.

Employees testing positive or refusing to submit to testing under any of the circumstances stated in this policy are subject to discipline and possible termination. In determining discipline, one factor to consider is whether the employee voluntarily agrees to enter a rehabilitation program, drug or alcohol counseling, or another treatment program. Such employees that test positive and are not discharged may also be required to submit to additional testing at various intervals for up to two years after testing positive. Information related to drug and alcohol tests, addictions, and dependencies, including medical information, will be kept strictly confidential to the extent required by law and separate from the normal employee file.

Supervisors must consult a human resources manager before requiring an employee to submit to testing when the employee is reasonably suspected of being under the influence of illegal drugs or alcohol or possessing, selling, or distributing illegal drugs during work. Applicants testing positive will be disqualified from consideration for all job vacancies. Supervisors or management may contact law enforcement where appropriate when they reasonably suspect criminal activity.

#### **4.12 Searches**

Company reserves the right to conduct searches and inspections of Company property and any items on Company premises, including personal items owned by employees brought on the premises such as bags, vehicles, and other containers. Company may search or inspect any part of its premises or property, including items provided to employees for their use, such as lockers, desks, cabinets, and drawers. Searches for illegal drugs, alcohol, paraphernalia, and other items possessed illegally may be conducted at any time, without notice. Any illegal items confiscated will be turned over to the appropriate law enforcement agency. Employees that fail to fully cooperate in all searches or inspections are subject to discipline.

#### **4.13 Smoke-Free Workplace**

Except in designated smoking areas and in conformance with state law, Company prohibits smoking on all Company premises, including inside and outside on all areas on Company premises, during off-site Company meetings and events, and inside Company vehicles. This policy applies to all employees, contractors, visitors, and other persons that are present on Company premises or any other place where smoking is prohibited by this policy. "Smoking" is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind."

#### **4.14 Computer and Electronic Communication Policy**

All employees must use computers and other forms of electronic communication in an ethical and professional manner at all times. This policy is designed to guide you in your use of computers and other electronic communication devices on behalf of Company, including all electronic communication devices owned or leased by Company, used or accessed on Company premises, used for or on behalf of Company, or used to create content identifying or associated with Company's business operations. Consult a supervisor or a human resources manager if you have questions or concerns related to this policy.

An "electronic communication" is any digitally- or electronically-stored or transferred information using an electronic device, and includes use of computers, email, internet, telephones, fax machines, and any other electronic device. All electronic communications and information you may create on Company premises or otherwise on behalf of Company are the sole property of Company, not you, and should only be created or used for Company's best interests and never for

personal use. This includes all digital files, software, and hardware you may create. You have no right to privacy in your electronic communications created on behalf of Company or using Company property.

Company has the right to override your personal passwords in order to gain access to digitally stored information owned by Company. Company may also keep a record of the passwords you use to gain access to Company's electronic communications. Take care to not transmit or store your own sensitive personal information using or on Company property. Company routinely monitors your use of its electronic devices. We may access all Company-owned electronic communications, including emails, internet posts, text messages, voicemails, blogs, and "tweets." You will be subject to discipline if found to be using or creating Company-owned electronic communications or devices in an inappropriate or illegal manner.

Employees may only access Company's electronic communications and devices that they have been granted access to. This means you may not access electronic communications restricted to management, other employees, or third parties without prior authorization.

Employees must use Company's electronic communications and devices in strict compliance with Company's confidentiality policy described herein. Take care not to disclose confidential information to inappropriate persons or without authorization via Company's electronic communications or devices, especially when sending emails to outside parties. Company may use its electronic communications and devices according to the needs of the business and applicable law.

Company's electronic communications and devices may not be used to create or display anything that might disparage or negatively impact Company's public image or reputation or that would otherwise be contrary to Company's best interests. In addition, employees using Company's electronic communications and devices are prohibited from the following: engaging in discriminatory, harassing, obscene, or illegal conduct; engaging in copyright, trademark, or other intellectual property infringement; accessing electronic communications that an employee is restricted or prohibited from accessing, or otherwise violating Company policy.

Employee may only use Company's electronic communications or devices for business purposes, not personal use. This means accessing internet websites not for business purposes or accessing personal email during work is prohibited. Additionally, you may not install personal software on Company electronic devices or systems. You may only use your personal electronic devices while on break. Note that illegally duplicating Company software may result in copyright charges against you and Company.

You must also take care to not use Company's electronic communications or devices in any way that disrupts the ability of others to use them. Be wary of suspicious emails, emails from unknown parties, and pop-ups and downloads from sites that are not trusted. Contact a manager if you

become aware of any virus on a Company device or think you may have downloaded a virus accidentally.

#### **4.15 Social Media**

Utilization of social media is a powerful way to market Company's business, influence Company's reputation, and engage with the community and public at large. While we encourage your support of Company through your use of social media, you must obtain authorization prior to making posts of Company-related content that are accessible to the public or any party outside the company.

Social media refers to any social interaction via the internet or similar platforms, such as YouTube, Facebook, Twitter, LinkedIn, Instagram, blogs, forums, and other online communities or sites accessible to the public or outside parties. When using social media please conduct yourself in a professional and courteous manner at all times and respect the views of others. Remember that your statements reflect on Company's reputation and public image. Take care to distinguish any personal opinions you may have from Company's, for instance, by inserting "The opinions I have included here are my own and do not necessarily represent the opinions of NAHVEN FINANCIAL SERVICES, LLC."

Employees are prohibited from creating content on social media that could be considered discriminating, harassing, or obscene, or that may damage Company's reputation or public image. Employees also may not use social media for personal use during work. "Followers," "friends," and other contacts gained through Company social media accounts are Company's sole property. Company may monitor your use of social media and may ask you to delete or change any Company-related content found to be inappropriate or not in Company's best interest.

#### **4.16 Personal Phone Calls and Cell Phone Use**

Making personal phone calls or using your cell phone during work can be disruptive to others and interferes with employee productivity. Therefore, employees may not make personal phone calls or use their cell phones during work except during breaks, emergencies, or on rare occasion to handle pressing personal matters. Company retains the right to outright prohibit all personal calls and cell phone use, except during emergencies, and supervisors may prohibit personal calls for individual employees that abuse the privilege.

Keep your cell phones silenced or on low volume at all times during work so that you do not disturb others. When making personal calls, keep your voice at a low volume and move away from others if possible.

Any employee that receives a Company-issued cell phone must not use it to make personal calls. Company-issued cell phones will remain Company's exclusive property and must be returned at the end of your employment.

#### **4.17 Company Equipment and Property**

Any equipment that Company issues to employees will remain Company's sole property and must be returned promptly at the end of employment. Company-issued equipment may include cell phones, laptops, vehicles, and other items. You are responsible for performing regular maintenance, follow all operating instructions and safety guidelines, and not damaging or destroying any Company equipment or property you receive or use during the course of your employment. Please notify your supervisor immediately if you discover any Company equipment or property that is damaged, defective, hazardous, or in need of repair. Ask your supervisor if you have questions or concerns regarding proper operation or maintenance of Company equipment or property.

Employees that handle Company equipment or property improperly, negligently, or in an unsafe manner may be disciplined, and employees may be required to reimburse Company for damages they cause directly or indirectly to Company property.

#### **4.18 Solicitations in the Workplace**

Soliciting for causes and distributing non work-related materials in the workplace may cause disruptions and interfere with productivity. Employees and nonemployees are prohibited from solicitation and distributing or posting literature or other materials in the workplace without prior authorization. This includes things such as requesting donations and funds, selling products or services, gathering signatures, promoting organizations, posting on bulletin boards, sending non-work-related emails, and posting solicitations on Company online spaces. Company may make limited exceptions to this policy for charitable activities, community organizations, or Company-sponsored events and organizations.

### **SECTION V - Employee Benefits -**

#### **5.1 Benefits Generally**

In addition to benefits required by state and federal law, employees may become entitled to a range of benefits offered by Company. Company reserves the right to alter, supplement, amend, or end employee benefits at any time. Official benefits plans and documentation contain many terms and conditions. The policy below is only intended to outline general guidelines and procedures Company follows with regard to its benefits. However, specific benefits are governed by their plan documents and other official benefit documentation, which is controlling over this policy, and any statement in the below policy that contradicts or does not align with official benefit documentation

shall be considered void. Therefore, be sure to consult official documentation to specific benefits and/or a human resources manager if you have any related questions or concerns.

Your eligibility for benefits that Company may offer is contingent on many factors including employee status and performance as well as Company performance and profitability. Speak to your supervisor or a human resources manager if you are unsure as to which benefits you are or may become eligible to receive.

## **5.2 401(k) Plan**

Employees may become eligible to enroll in a 401(k) plan. This plan allows employees to make contributions into an account for retirement savings from their paychecks on either a pre- or post-tax basis, depending on the specific plan. The savings in each 401(k) account are invested in various mutual funds chosen by the employee composed of stocks, bonds, and money market investments. Company may match a portion of employee contributions up to a certain percentage. Contact a human resources manager should you have any questions or concerns regarding the plan.

## **5.3 Profit-Sharing**

Employees may become eligible to enroll in a profit-sharing plan. This plan will entitle you to receive a portion of the profits earned by Company. Contact a human resources manager to review the official benefit documentation plan or should you have any questions or concerns regarding eligibility.

## **5.4 Social Security**

Both you and Company contribute to the federal government's Social Security Program. This program is designed to provide you benefits when you retire, become disabled, or are unemployed. Contact a human resources manager should you have any questions or concerns regarding your social security contributions.

## **5.5 Unemployment Insurance**

Company pays taxes toward unemployment insurance in accordance with federal and state law. This provides you with supplemental income should you become unemployed through no fault of your own and also meet certain other eligibility requirements. Contact a human resources manager should you have any questions or concerns regarding unemployment insurance.

## **SECTION VI**

### **- Time Off and Leaves of Absence -**

## **6.1 Requesting Leave**

Company's operations rely on having a dependable and consistent workforce. However, we understand that circumstances will sometimes require employees to take time off work. Eligible employees are entitled to various types of leave that are either mandated by law or offered by Company on a discretionary basis. Unless a specific type of leave in this policy provides a different notice time or otherwise required by law, employees must provide at least **7 days' advance notice** prior to taking planned leave. If the need for leave is unforeseeable, you must give notice as soon as possible under the circumstances.

Employees must properly submit all requests for leave within the notice period required and receive authorization prior to taking the time off work. Unless required to authorize the leave by law, Company will grant leave requests based upon Company needs and Company's ability to absorb the missed work. Company reserves the right to penalize, demote, transfer, or reassign employees that take extended leaves of absence, unless prohibited by law. Unless otherwise noted or required by law, regular full- and part-time employees that receive paid time off will be paid at their normal base pay rate for the hours absent. If you are unsure as to which types of leave you are eligible to receive, consult a human resources manager.

## **6.2 Family and Medical Leave Act**

Due to its size, Company is not required to comply with the federal Family and Medical Leave Act (FMLA) mandating family and medical leave under certain circumstances. This policy affords employees with all rights required under applicable state and federal law regarding family and medical leave. State law may provide employees with additional family and medical leave rights not provided under federal law, and relevant information concerning any such rights is included below or otherwise provided by Company in accordance with state law. Please contact a human resources manager should you have any questions or concerns regarding family or medical leave.

To the extent that family and medical leave is not required under state law, Company will consider granting employee requests for leave for the birth and care of a newborn; for the placement or care of a child for adoption or foster care; to care for the employee's spouse, child, or parent who has a serious health condition; to seek care for the employee's own serious health condition; to manage an exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on active duty; or to care for a service member with a serious injury or illness. When possible, such requests must be made at least 30 days prior to the anticipated leave and provide Company an estimate of the duration of the leave. Requests will be granted on a case-by-case basis according to the needs of both Company and the employee.

## **6.3 State Family and Medical Leave**

Under Alabama state law, employees may have additional family and medical leave rights. The information provided here is meant to give you a general description of your rights. Company will provide employees with all information regarding any relevant state family and medical leave law, as may be required by law. Please contact a human resources manager should you have any questions or concerns regarding family or medical leave.

#### **6.4 Military Leave**

Company strives to provide job security and prevent discrimination against employees engaged in military service. Eligible employees that are members of the Uniformed Services of the United States are entitled to military leave to participate in active or inactive duty, training, or fitness examinations, including but not limited to those in the Armed Forces, the Army National Guard, the Air Force National Guard, state militias, or reservists. Military leave is granted according to state and federal law for employees that satisfy the pertinent legal requirements. You may be entitled to continued health insurance or paid or unpaid leave for a period of time during leave. You must provide your supervisor with as much advance notice as possible before taking military leave and return to work within the timeframe prescribed by law after your service ends.

In accordance with state and federal law, it is against Company policy to discriminate against an employee or applicant for employment on the basis of that person's membership or other service to the Uniformed Services of the United States, including denying such person employment, reemployment, promotion, compensation, or other benefit. No such person may be retaliated against for exercising his or her rights as a military service member under law or Company policy. Contact a human resources manager immediately if you believe you have been the subject of discrimination, retaliation, or harassment on the basis of your military membership. Also, contact Human Resources to request detailed information regarding your eligibility for military leave or for other related inquiries.

#### **6.5 Worker's Compensation**

If you are unable to work due to a work-related injury or illness, you may be eligible for worker's compensation leave and benefits in accordance with state law. Your worker's compensation leave may run concurrently with the first 12 weeks of your FMLA leave. Contact a human resources to request detailed information regarding your eligibility for worker's compensation leave or for other related inquiries or concerns.

#### **6.6 Jury Duty**

Company encourages employees to serve on jury duty when called. In accordance with state and federal law, employees receive unpaid time off to serve on jury duty. If an employee receives health insurance benefits, such benefit will normally be maintained during jury duty. Under Alabama state law, employees are entitled to receive their normal pay for the entire length of their

jury duty. Jury duty time off will be paid at an employee's base pay rate multiplied by the number of hours the employee would have worked if not absent. Employees are required to show their supervisor the jury summons the next working day after receiving it and must return to work the next scheduled hour after discharge from jury duty. If an employee receives health insurance benefits, such benefit will normally be maintained during jury duty. Employers that terminate or penalize employees for jury duty are liable for actual and punitive damages.

Employees must present their jury summons notice as soon as possible so that Company may make arrangements to cover their shift. Employees must promptly report to work whenever their jury duty schedule does not conflict with their work schedule. Company may allow employees called for jury duty to use accrued PTO or other leave upon request. Time off for jury duty should be reported and appropriately logged in each employee's time records. Notify your supervisor that you have been selected for jury duty as soon as possible.

## **6.7 Voting Leave**

Company encourages employees to fulfill their civic duty to vote in elections. If possible, employees must vote outside of work hours either before or after their scheduled shifts. Company may grant employees unpaid time off sufficient to vote upon request. Unless the time off to vote occurs at the end of the work shift, employees must return to work promptly after voting. Time off to vote should be reported and appropriately logged in each employee's time records.

Under Alabama state law, employees are entitled to up to one hour of unpaid time off to vote. However, employees must vote outside of work hours if the hours of work of the employee commence at least two hours after the opening of the polls or end at least one hour prior to the closing of the polls. Employees must provide reasonable advance notice of their intention to take time off to vote. Company may decide when hours may be taken. Consult a human resources manager if you have any questions or concerns regarding voting leave.

## **6.8 Parental Leave for School Functions**

Upon proper notice and request, Company may allow unpaid time off for eligible employee-parents to attend their children's school functions upon request. Company may require you to use accrued personal or other leave. If approved, you are required to promptly return to work upon the completion of the school function. Requests will be granted based on departmental coverage and Company needs at the time. Company has the right to disapprove any requests that may interfere with or negatively impact its operations, unless otherwise required by law.

## EMPLOYEE ACKNOWLEDGMENTS

I, the undersigned employee, understand and acknowledge the following:

**That I have received a copy of this Employee Handbook and that it is my responsibility to read and be aware of, and comply with, ALL policies contained in it and any official notices that supersede it, including, but not limited to, policies on confidentiality, health, safety, anti-harassment, discrimination, and drugs and alcohol.**

That this Employee Handbook contains important Company policies that directly affect many aspects of my employment. It is essential that I have a full understanding of these policies, and I will consult a human resources manager if I do not have a full understanding of any policy herein or if I have any questions or concerns related to these policies.

That, unless expressly stated to the contrary in a written employment agreement between myself and Company, **this is an at-will employment relationship, and as such, both myself and Company may terminate this agreement at any time, with or without cause or notice, as permitted by law.** Nothing in this Employee Handbook is intended to modify my at-will employment relationship with Company.

That **this is not a contract of employment or a guarantee of a continued employment relationship for any period of time.**

That this Employee Handbook and the policies contained herein modifies, supersedes, and revokes any and all prior policies, procedures, practices, and oral or written representations to the contrary or that are otherwise inconsistent with its terms.

That Company reserves the right to change, remove, or add to the policies herein at any time by providing official notices to me or posted in a conspicuous place in my work setting designated for such purposes. Any such official notices will modify, supersede, and revoke any existing notices that are inconsistent with them. Furthermore, Company reserves the right to change its implementation, interpretation, or application of the policies and procedures herein at any time.

That in the event that any of the terms or provisions of this Employee Handbook, including this Employee Acknowledgment, are declared invalid or unenforceable by any court of competent jurisdiction or any federal or state entity having proper jurisdiction over the subject matter herein, the remaining terms and provisions that are not effected thereby shall remain in full force and effect and employees will be afforded all rights required by law. Furthermore, in such event,

Company will provide employees with substitute terms and provisions for those declared invalid once it becomes aware of their invalidity.

I sign in acknowledgment of, and agreement with, the above provisions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**TO BE PLACED IN EMPLOYEE FILE**

## **Instructions for Your Employee Handbook**

This Employee Handbook is designed to help you create comprehensive, state-specific employment policies that are customized to your company's needs. The instructions below may help clarify specific questions you have while creating your document.

### **Background Information**

When selecting that state of employment, remember that employment law varies drastically between states. This means that you will need to create a separate Employee Handbook for each state where your company has employees. The effective date will be the official date that the policies in this handbook become effective as to the employees that receive a copy and sign this acknowledgment on the last page. Usually, you're safe entering today's date for the effective date.

### **Smoking Policy**

You have the option of specifying which areas of company premises employees are allowed to smoke in. Note that any areas you specify must be in conformance with state law. Most states prohibit smoking inside company facilities, but there may be additional restrictions as to outside areas as well.

### **Payroll Information**

For information about pay frequencies required by your state, see the U.S. Wage and Labor Division's website (<http://www.dol.gov/whd/state/payday.htm#foot5>) or your state's labor website.

### **Meal and Rest Breaks**

This Employee Handbook will automatically include information regarding the minimum amount any meal or rest breaks required by your state. If your state requires one or both of these, your company may still allow more than the state minimum. If your state does not require these, the form builder will give you the option of allowing these breaks.

### **Benefits Offered**

Besides health insurance and worker's compensation insurance, most benefits are typically discretionary. Federal law requires employers with 50 or more employees to provide health insurance to full-time employees, and state law may impose requirements on smaller employers. Likewise, worker's compensation insurance is typically required for all employers under their respective state laws unless they are very small or some other special exemption applies. Be sure

to check your state laws if you think you may be exempt from providing these benefits. Finally, the policy will note that the company provides disability insurance in California, Hawaii, New Jersey, New York, and Rhode Island, which is required by state law.

### **Paid Time Off Offered**

When answering the types of PTO offered, you have the option of selecting between offering a lump sum of PTO to be used for sick, vacation, and/or personal leave as needed by the employee or you can choose to provide specific amounts for leave each of these (sick, vacation, and personal). Note that if you select to offer a lump sum of PTO, then you must at least offer any minimum amount of sick leave your state may require. The helper text next the relevant question will tell you if your state requires a minimum amount of sick leave.

Also note that you may still choose to provide any required sick leave upfront at the beginning of the year as an "allotted" amount, instead of having employees "accrue" the leave over the course of the year. Even if you choose to provide an "allotted" number of days of lump sum PTO at the beginning of each year, you will still be asked for the maximum days of PTO an employee may "accrue." Don't be confused by this use of "accrue," as PTO days can be both allotted (each year) and then accrue (from year to year) if you indicate that unused PTO days should not be forfeited at the end of each year.

### **Final Steps**

Print a copy of the Employee Handbook for each employee and have him or her sign the Employee Acknowledgments page at the end. Be sure to retain a copy of the Employee Acknowledgments page in each employee's personnel file.

You may notice that this Employee Handbook does not include any probationary periods. These are an old convention and generally serve no useful purpose in Employee Handbooks. At-will employees may always be terminated at any time and for any reason, with or without notice. Use of a probationary period does nothing to change this and may in fact cause employers to suffer wrongful termination lawsuits. This can happen when employees who are no longer in the probationary period mistakenly assume that they have achieved a level of tenure and may only be terminated for cause. Probationary periods for purposes of accruing benefits are not detailed in this document. These will be specified separately in the individual benefit plans, but you can choose to also manually insert these periods in Section V and Section VI, if desired.

Besides providing employees with copies of this Employee Handbook as well as any updates to it, various state and federal laws may require you to post relevant information regarding employee rights in conspicuous places in the work setting, including specific leave and benefits rights. These notices are usually available for free online.