



## **EMPLOYEE HANDBOOK**

February 2025

## ABOUT THIS HANDBOOK

This handbook is intended to provide employees with a general understanding of Banko Overhead Doors, LLC's (the "Company") personnel policies and procedures. Employees should familiarize themselves with the contents of this handbook, for it will answer many common questions concerning employment with the Company. **This handbook is not an employment contract and is not intended to create contractual obligations of any kind. All employees are employed "at will".** This means that you are free to terminate your employment at any time, and the Company may do the same, with or without reason, and with or without notice, but not for an unlawful reason.

In order to retain necessary flexibility in the administration of policies and procedures, the Company reserves the right to change, revise or eliminate any of the policies and/or benefits described in this handbook without notice and at its discretion.

**TABLE OF CONTENTS**

ABOUT THIS HANDBOOK ..... i

**1. WELCOME FROM THE CEO, KIM BANKO ..... 1**

    1.1 COMPANY STATEMENT..... 1

    1.2 THE PURPOSE OF THE EMPLOYEE HANDBOOK..... 2

**2. OUR WORKPLACE POLICIES..... 2**

    2.1 EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION,  
        AND HARASSMENT-FREE WORKPLACE ..... 2

    2.2 OPEN DOOR POLICY ..... 3

    2.3 EMPLOYEE CONDUCT - GENERAL..... 4

    2.4 DISCLOSURE OF CONFIDENTIAL INFORMATION ..... 5

    2.5 DRUG-FREE WORKPLACE POLICY..... 6

    2.6 WORKPLACE SEARCHES ..... 7

    2.7 WORKPLACE VIDEO SURVEILLANCE ..... 7

    2.8 ATTENDANCE AND PUNCTUALITY ..... 8

    2.9 PERSONAL APPEARANCE POLICY..... 9

    2.10 CONFLICT OF INTEREST; OUTSIDE EMPLOYMENT ..... 9

    2.11 PROMOTIONS ..... 10

    2.12 ANTI-NEPOTISM..... 10

    2.13 SAFETY AND REPORTING OF ACCIDENTS/INJURIES ..... 11

    2.14 SMOKE-FREE WORKPLACE ..... 12

    2.15 SOLICITING AND DISTRIBUTION..... 13

    2.16 ELECTRONIC COMMUNICATIONS AND TELEPHONE  
        COMMUNICATIONS POLICY..... 13

    2.17 PERSONAL TELEPHONE USAGE AND PERSONAL VISITORS ..... 15

    2.18 SOCIAL MEDIA POLICY..... 16

    2.19 REMOTE WORKER POLICY ..... 18

    2.20 EMERGENCY MANAGEMENT PROCEDURES..... 21

    2.21 WORKPLACE VIOLENCE..... 22

    2.22 WEAPONS POLICY..... 23

    2.23 MISCONDUCT/DISCIPLINE/TERMINATION ..... 23

    2.24 RESIGNATION..... 24

    2.25 TERMINATION..... 25

    2.26 EXIT INTERVIEWS..... 25

    2.27 COBRA COVERAGE..... 25

**3. YOUR EMPLOYMENT AT THE COMPANY ..... 25**

    3.1 NINETY-DAY PROBATIONARY PERIOD ..... 25

    3.2 IMMIGRATION LAW COMPLIANCE..... 26

    3.3 EMPLOYEE CLASSIFICATIONS ..... 26

    3.4 NON-EXEMPT EMPLOYEES: HOURS OF WORK/OVERTIME PAY..... 26

    3.5 EXEMPT EMPLOYEES: AUTHORIZED DEDUCTIONS..... 27

    3.6 PAY PERIODS AND PROCEDURES ..... 28

    3.7 EMPLOYEE BREAKS..... 29

    3.8 EMPLOYEE HOLIDAYS ..... 29

3.9	PAID TIME OFF .....	30
3.10	UNPAID PERSONAL TIME OFF FOR EXEMPT EMPLOYEES.....	31
3.11	JURY DUTY.....	31
3.12	HARSH WEATHER / EMERGENCY CLOSURES .....	31
3.12	FAMILY AND MEDICAL LEAVE, MEDICAL LEAVE (NON-FMLA), MATERNITY LEAVE.....	32
3.13	USERRA- LEAVE OF ABSENCE FOR UNIFORMED SERVICE .....	39
3.14	WITNESS LEAVE.....	40
3.15	DOMESTIC VIOLENCE LEAVE POLICY .....	40
3.16	CIVIL AIR PATROL LEAVE .....	42
3.17	BEREAVEMENT LEAVE .....	42
3.18	EMPLOYMENT WHILE ON LEAVE.....	43
3.19	HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE .....	43
3.20	CERTIFICATION REIMBURSEMENT POLICY .....	43
3.21	TRAVEL AND EXPENSE POLICY.....	43
3.22	PERSONNEL RECORDS / REFERENCE CHECKS .....	44
3.23	EMPLOYEES WHO DRIVE AS A PART OF THEIR JOB.....	44
3.24	POST JOB OFFER MEDICAL QUESTIONNAIRE .....	47

<b>RECEIPT AND ACKNOWLEDGMENT OF COMPANY'S EMPLOYEE HANDBOOK.....</b>	<b>48</b>
---	-----------

## 1. **WELCOME FROM THE CEO, KIM BANKO**

Thank you for choosing Banko Overhead Doors, LLC.

On behalf of everyone on the team, I would like to take this opportunity to welcome you to the Banko family. Since 1984, we've been building a culture of support and accountability with an overall mission to see that all our team is successful. We believe that it all starts with you by supporting you will in turn create exceptional customer service.

We are pleased to provide you with your employee handbook, which outlines the personal policies, expectations, and practices for the company. In working together, smarter, not harder we build a foundation to grow on making us all productive and prosperous.

We have a great team of people surrounding you and supporting you, but should you ever feel the need, I can be reached at [kbanko@bankodoors.com](mailto:kbanko@bankodoors.com).

We believe success of the company and our team members is not only knowing what we do and how to do it, but most importantly “why” we do it. To that end, the “why” is to support you! We don't need to be the biggest, but we want to be the BEST.

Thank you for being part of our team.



Kim Banko

### 1.1 **COMPANY STATEMENT**

It starts with support and understanding “why” at Banko Overhead Doors, LLC when those are both understood and achieved, we create an exceptional experience with respect and integrity.

We believe this is achieved through teamwork and always keeping a sense of urgency when it comes to any customer related issues. We look forward to your expertise and efforts on the team and we hope that you find real satisfaction and an interesting, prosperous future with Banko.

Banko supports every team member focusing on safety, quality, delivery, and cost. No one wants you to succeed in your job more than we do. You were selected for the job because you were the best qualified. Your performance is expected to contribute to the mutual benefit of Banko and you, and to Banko's successful operation. Should a problem arise, immediately bring it to the attention of your supervisor or another member of management.

Here at Banko, we believe that all team members are part of the process and not just the end result. Your constructive input and comments are always valued and welcomed.

## **1.2 THE PURPOSE OF THE EMPLOYEE HANDBOOK**

This handbook has been prepared to give you a clear understanding of important policies, procedures, and programs at the Company. This handbook is not a contract. Management reserves the right to alter, modify, amend, or terminate the provisions of the handbook at any time. Check with Human Resources if you have any questions concerning the information in the handbook.

## **2. OUR WORKPLACE POLICIES**

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY, NON-DISCRIMINATION HARASSMENT-FREE WORKPLACE POLICY**

The Company is an Equal Opportunity Employer. The Company maintains and enforces a policy that prohibits discrimination against any employee or applicant for employment because of sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law. This policy extends to all aspects of the Company's practices, including but not limited to, recruiting, hiring, firing, promoting, transferring, compensation, benefits, training, leaves of absence, and all other terms and conditions of employment.

It is the Company's policy to comply with the Americans with Disabilities Act and Amendments Act. If a qualified individual with a disability needs an accommodation to perform the essential functions of the job, the Company will work with that individual to identify and implement a reasonable accommodation, so long as it does not pose an undue hardship. If you need accommodation, please contact Human Resources with your request. Please keep in mind that your request may require information from your Physician substantiating your disability and the need for an accommodation and information about what accommodation might enable you to perform the essential functions of the job. To the extent that the Company requests medical information in connection with any request for accommodation, it is our intention to comply with the Genetic Information Non-Discrimination Act. If you request information from a medical provider to be provided to us, we ask that you include the following notice in your request to the provider: *The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.*

The Company also maintains and enforces a policy that prohibits harassment of employees. The Company's employees are entitled to a workplace where we can achieve our full potential. Harassment detracts from that environment. When an employee is harassed because of sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law, it is a violation of law and also of the Company's policy.

## **The Company will not tolerate discrimination or harassment in the workplace.**

Unwelcome conduct based on sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law, that materially interferes with an employee's job performance or creates an intimidating, hostile or offensive working environment is prohibited. Such conduct may include sexual propositions or innuendos, suggestive comments, teasing or jokes based on race, sex, disability, religion or other protected category, obscene or offensive language or gestures, display of obscene or offensive materials, or physical conduct. It is also unlawful and a violation of Company policy for a supervisor or anyone in a position of authority to base any employment decision on submission to or rejection of unwelcome sexual advances or requests for sexual favors, or on impermissible factors such as race, disability, religion or other protected category.

In addition, while many unprofessional behaviors may not rise to the level of harassment under the law, they can be as destructive as harassment. Such behavior may include, but is not limited to: rude, insulting or demeaning comments or behavior; or threatening, intimidating, coercing or bullying comments, gestures or behavior; or otherwise interfering with the job performance of coworkers or other third parties. Such behavior is a violation of the Company's policy and will not be tolerated. Employees are expected to be respectful and professional to coworkers and third parties at all times.

The Company's policy also requires that employees promptly report discrimination and harassment. If you believe you have been the victim of discrimination or harassment, or have witnessed discrimination or harassment, you should immediately notify your immediate Supervisor and/or HR manager. In addition, the Company encourages you to tell a harasser to stop, and that his or her behavior is unwelcome and offensive. The Company forbids retaliation against employees because they have made a good faith report of discrimination or harassment, or participated in an investigation of a discrimination or harassment complaint.

The Company will conduct a prompt and appropriate investigation of each discrimination or harassment complaint. If discrimination or harassment has occurred, the Company will take steps to stop the discrimination or harassment, and will take disciplinary action against the person responsible, which may include immediate termination of employment.

Employees are required to cooperate in the Company's investigation of any complaint of harassment, discrimination or other workplace issue.

The Company will not allow retaliation against an individual who makes a good faith report of harassment or discrimination, or against anyone who participates in an investigation of such a report in accordance with this policy. If the employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge.

## **2.2 OPEN DOOR POLICY**

Employees are encouraged to pursue discussion of their work-related concerns with their immediate Supervisor and/or HR manager. If you observe conduct that you believe to be wrongful, you are to

report the matter to your immediate Supervisor and/or HR manager. Any allegations of harassment or discrimination must be reported to your immediate Supervisor and/or HR manager.

The Company expects employees to conduct business according to the highest ethical standards of conduct. Any employee who believes that the Company is engaging in any activity that is in violation of a law, rule or regulation should report his or her concerns to either your immediate Supervisor and/or HR manager. Employee complaints will be thoroughly investigated and will be handled as discreetly as possible. Any person electing to utilize this complaint resolution procedure will be treated courteously, and the complaint will be handled as swiftly as possible.

No retaliatory action will be taken against any employee because the employee in good faith has: disclosed or threatened to disclose to any appropriate governmental agency any activity, policy, or practice of the Company that is in violation of a law, rule or regulation; provided information to or testified before an appropriate government agency or entity conducting an investigation or inquiry into any alleged violation; or objected to or refused to participate in any activity, policy or practice of the Company which is in violation of a law, rule or regulation. Retaliation will not be tolerated, and any employee who believes he or she is being retaliated against for engaging in such conduct must report it to your immediate Supervisor and/or HR manager.

### **2.3 EMPLOYEE CONDUCT - GENERAL**

The success of our organization depends largely on our relationships with our clients and others. The Company requires that all employees show respect for others, including clients, vendors, members of the public, and anyone else our employees interact with in connection with their work. Employees are expected to behave in a professional manner and should be respectful, civil, and courteous at all times. Employees are prohibited from engaging in violent, threatening or intimidating conduct, making demeaning personal comments or using profane, abusive or excessively loud language. Violations of this policy by anyone on the Company's premises, by anyone acting as a representative of the Company while off the Company's premises, or by anyone acting off the premises when his or her actions affect the Company's business interests, will lead to disciplinary action up to and including termination and/or legal action as appropriate.

Employees are also required to show appropriate respect for personal and property rights of others in the workplace and while on the Company business.

Employees are expected to maintain their work space in a clean and neat condition and to treat all the Company equipment and other property with appropriate care.

#### **Property Damage**

Any damage to the Company's property, or to the customer's property while on the job will require investigation to establish whether damage has been caused accidentally, through negligence, or by accident. Depending upon the facts, circumstances, and behaviors, any of these three reasons may be subject to disciplinary action.

Employees are responsible for ensuring they report any issues, accidents, or damage as soon as is practically possible.

The Company is entitled to protect its property and relationships with customers, and to recover costs and / or damages caused by negligence or gross misconduct. This includes the deduction of wages for the reasonable value of the damage.

Deductions from wages will not be made without an employee being notified of the costs, deduction, and value of the damage. Any deduction or financial reimbursement may be considered separate to any potential disciplinary action.

The Company reserves the right to pursue civil action and litigation to recover any costs if necessary. Such action may include legal fees for the recovery of such costs.

## **2.4 DISCLOSURE OF CONFIDENTIAL INFORMATION**

In accordance with applicable law, employees are prohibited from ever using or disclosing, during or after their employment with the Company, any confidential or proprietary information of the Company.

Confidential information includes, but is not limited to: customer lists and all information relating to customers; microcomputer and software installation and support techniques; supplier/distributor lists and contact information; subcontractor lists and agreements; price lists; certified drawings; construction/assembly methods; financial information; tax documentation; processes; methods; formulas; equipment; plans; drawings; designs; devices; computer programs; flow charts; diagrams; documentation; and/or other material of the Company, with respect to any confidential or secret development or research work or pricing or marketing procedures of Company or with respect to any other confidential or secret aspect of the business of Company.

Employees should never disclose confidential information obtained in connection with their work with the Company, either during their employment, or after their employment terminates, unless an employee is compelled to disclose such information with a subpoena, court order or government agency investigation, or has first obtained the written consent of the Company.

Nothing in this policy shall be construed to prohibit any employee from: filing a charge or participating in any investigation or proceeding conducted by any federal, state or local government agency charged with enforcement of any law; reporting possible violations of any law, rule or regulation to any governmental agency or entity charged with enforcement of any law, rule or regulation; or making other disclosures that are protected under whistleblower provisions of any law, rule or regulation.

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, provided that the individual: (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

## 2.5 DRUG-FREE WORKPLACE POLICY

It is Company's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Company premises and while conducting business-related activities off Company premises, no employee may use, possess, distribute, sell, manufacture, dispense, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace. For purposes of this drug free workplace policy, any cannabinoid, including **marijuana or any derivative** thereof, shall constitute an illegal drug and shall therefore be prohibited and subject to this policy, regardless of whether such cannabinoid was obtained, possessed or ingested pursuant to the recommendation of a doctor or health care professional authorized by the State of Florida. The Company complies with the Drug-Free Workplace Act of 1988. Marijuana use is prohibited in the workplace, even where state law permits its medical or recreational use.

Any violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

The Company reserves the right to conduct random drug-testing and to conduct "Reasonable-suspicion drug testing". "Reasonable suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of our policy based on specific objective facts and reasonable inferences. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Any employee who has had a workplace injury must undergo a test for drugs and alcohol. If an injured worker refuses to submit to a test for drugs or alcohol, the employee may forfeit eligibility for medical and indemnity benefits. Any employee who refuses to submit to a drug test will be subject to discipline up to and including termination. The Company will not retaliate against any employee who makes a

report of any injury suffered at work. Retaliation will not be tolerated, and any employee who believes he or she is being retaliated against for engaging in such conduct must report it to your immediate Supervisor and/or HR manager.

## **2.6 WORKPLACE SEARCHES**

To safeguard the property of employees, customers, and the Company, and to help prevent the possession, sale, and use of illegal drugs, the Company reserves the right to question employees and all other persons entering and leaving the premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Company's property. In addition, the Company reserves the right to search any employee's office, desk, files, mailbox, locker or any other area or article on the Company's premises. All offices, desks, files, lockers and mailboxes are the property of the Company. Inspections may be conducted at any time at the Company's discretion.

Persons who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs or in violation of the Company rules and regulations, will be subject to disciplinary action up to and including discharge, in the sole discretion of the Company.

## **2.7 WORKPLACE VIDEO SURVEILLANCE**

In order to ensure the health, welfare, and safety of our employees and patients, safeguard our facilities and equipment, and monitor enforcement of our personnel policies, we reserve the right to conduct video surveillance of any portion of our premises at any time, with the exception of private areas of restrooms. By being employed here, all employees consent to video surveillance at any time the Company may choose.

To safeguard the property of employees and the Company, and to help prevent the possession, sale, and use of illegal drugs or the improper use of legal drugs, the Company also reserves the right to question employees and all other persons entering and leaving the premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the Company's property. In addition, the Company reserves the right to search any employee's office/ desk/ workspace/ files, or any other area or article on the Company's premises. All offices, desks, files, etc. are the property of the Company. Inspections may be conducted at any time at the Company's discretion.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection as well as employees who after the inspection are believed to be in possession of stolen property or illegal drugs or in violation of the Company rules and regulations, will be subject to disciplinary action up to and including discharge, in the sole discretion of the Company.

## 2.8 ATTENDANCE AND PUNCTUALITY

Punctuality and attendance are essential to the proper operation of our business and are conditions of employment. Employees are required to report to work at the beginning of the scheduled workday, ready to begin work. Unexcused absences and/or tardiness may result in disciplinary action, up to and including termination.

If an employee plans to be absent from work, the employee must personally notify his/her supervisor at least 2 weeks in advance.

If the employee cannot give advance notice, as in the case of sudden illness or accident, the employee is expected to call his/her supervisor at least one hour prior to the employee's scheduled starting time. Separate notice should be provided for each day unless the leave has been approved in advance by the supervisor.

Any employee who is absent from work for three or more consecutive days without notifying their supervisor will be deemed to have voluntarily resigned.

### **Attendance Award Program**

Each 2 month period will be reviewed and employees who meet the attendance requirements will be awarded 4 hours of PTO. This means an employee can earn up to 3 additional PTO days.

- January/February - Awarded 1st week of March
- March/April - Awarded 1st week of May
- May/June - Awarded 1st week of July
- July/August - Awarded 1st week of September
- September/October - Awarded 1st week of November
- November/December - Awarded 1st week of January

To receive an attendance award, the employee must have been a full-time employee during the previous 60 day period and have no unplanned absences, had no absence for disciplinary reasons, had no unscheduled late arrivals or early departures, and had no unscheduled PTO (less than 2 weeks advance notice).

The following approved absences will not be counted against perfect attendance:

- Absences designated as Family and Medical Leave.
- PTO in accordance with the provision above.
- Absences due to attendance at work-related activities (conferences, training, etc.).
- Bereavement Leave in accordance with company policy.
- Military Leave.
- Any leave that is mandated by state or federal law.

## **2.9 PERSONAL APPEARANCE POLICY**

Employees should maintain a neat, clean, professional, and businesslike appearance consistent with job duties and responsibilities. It is expected that all employees of the Company maintain a neat, clean and appropriate appearance.

Employees should dress appropriately and professionally. To that end, you are expected to adhere to appropriate dress for your particular position. The general guidelines are as follows:

1. Service, Warehouse, Installers, and Personnel Utilizing the Warehouse Regularly
  - a. If you are provided a Company uniform, then you must wear it.
  - b. Safe work clothing must be worn in any event. No torn, ripped, or loose fitted clothing, or open-toed shoes will be acceptable.
  - c. You must wear required safety shoes when in the warehouse or in the field.
  - d. In the event a particular builder requires additional safety equipment you are required to comply with any such requirements.
  - e. Personal grooming is required. If you choose to have a mustache or a beard, it must be neat and professional / clean cut.
  
2. Office Personnel:
  - a. Casual professional attire to include dress pants, shirts, blouses, sweaters, skirts, or dresses.
  - b. Dress jeans are permitted; but must not be torn or have holes.
  - c. Shorts of any kind are not permitted, unless you are an employee who goes to and from the warehouse and/or field.
  - d. No t-shirts; no tops that show midriffs; no tank tops; no flip flops. No work out clothing.
  - e. Any attire with offensive, controversial, or inappropriate graphics, verbiage, or competitor's logos is not permitted.
  - f. Personal grooming is required. If you choose to have a mustache or a beard, it must be neat and professional / clean cut. Any hairstyles, tattoos, or piercings must not detract from the professionalism of the office.
  - g. No heavy scented perfumes, colognes, or lotions. These can cause allergic reactions, migraines, etc.

If you are unsure whether your personal appearance is appropriate for work, please speak to your immediate Supervisor and/or HR manager.

## **2.10 CONFLICT OF INTEREST; OUTSIDE EMPLOYMENT**

We expect our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their full attention and best efforts to the interests of the Company and the conduct of its affairs.

Business dealings that represent, or appear to represent, a conflict between the interests of the Company and an employee are unacceptable. The Company recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, a policy of full disclosure must be followed to assess and prevent potential

conflicts of interest from arising. Contact your supervisor if you have questions regarding a possible conflict of interest.

Prior to undertaking self-employment, providing services to, or accepting employment with an employer other than the Company, employees are required to receive written permission from Human Resources. The Company reserves the right to refuse permission, in its sole discretion, to any employee to engage in self-employment or employment by an employer other than the Company, or to withdraw such permission at any time, with or without cause. The Company reserves the right to terminate the employment of any employee who engages in self-employment or employment with any employer other than the Company without receiving written approval, or after approval has been withdrawn. Employees who are on a leave of absence from the Company for any reason are not permitted to be employed elsewhere while out on leave.

## **2.11 PROMOTIONS**

When opportunities for promotion and transfer arise, the Company will make every effort to promote or transfer employees within the organization if they are properly qualified and have demonstrated an interest in and a positive attitude toward their employment in the Company. However, all qualified applicants will be given consideration.

In order for the growth and development of all employees to be encouraged and enhanced, eligible employees are permitted to apply for current job openings within the Company. Employees who apply for vacant positions will be considered and evaluated on the same basis as all other applicants. Such application will in no way affect their current position. Employees may apply for any position, but only after completing a minimum service period of 6 months in their present position. Applicants will be evaluated based on job requirements, qualifications, skills, performance appraisal, attendance, length of service, the Company's needs and any other applicable criteria.

Under extenuating circumstances, the Company may waive the provisions of this policy.

## **2.12 ANTI-NEPOTISM**

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment would:

- a. Create a supervisor/subordinate relationship with a family member;
- b. Have the potential for creating an adverse impact on work performance; or
- c. Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purpose of this policy, immediate family includes: spouse, domestic partner, parent, child, sibling, in-law, aunt, uncle, niece, grandparent, grandchild, and members of household. This policy also applies to romantic relationships.

Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not involve any of the above. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Company to which one of the

employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed.

Further, if a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager to promptly disclose the existence of the relationship to your immediate Supervisor and/or HR manager. The employee may make the disclosure as well, but the burden of doing so shall be on the supervisor/manager. Failure to disclose the existence of the relationship, in accordance with this policy, may lead to discipline up to and including discharge from employment. In any event, all persons involved in the relationship will be required to sign a Consensual Dating form.

In addition, and for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, should make his or her concerns known to your immediate Supervisor and/or HR manager.

This policy shall apply without regard to sex and without regard to the sexual orientation or gender identity or expression of the participants in a relationship of the kind described.

## **2.13 SAFETY AND REPORTING OF ACCIDENTS/INJURIES**

The Company's policy is to maintain safe working conditions for all of its employees. Each employee is expected to perform his or her duties at all times in a manner consistent with the employee's own safety and the safety of others.

Employees are required to report each and every safety hazard to the safety manager and to the employee's supervisor at the first opportunity after becoming aware of any such hazard.

If you are injured at work, the accident (no matter how minor) **must** be reported immediately to the safety manager and then your supervisor. Employees must immediately report any workplace injury to their supervisor. The Company will investigate and report injuries as required under OSHA regulations. You must fill out an accident report form within 48 hours, and a drug test may be conducted per our policy. If an employee refuses to be drug tested after a workplace injury or accident, he/she may be subject to disciplinary action, up to and including immediate termination of employment. Failure to report an accident may result in a delay or denial of a claim, and may result in disciplinary action. If you are injured on the job, you are covered according to worker compensation laws in this state.

Except in the case of a true emergency (in which case you should call 911), if medical care is required, you must be treated at a facility specified by the Company. The Safety Manager will direct you on where to go for care. You must continue treatment until the situation is resolved and all work restrictions have been lifted. You must provide medical documentation to substantiate the need for time off from your job. If you must be off work for a month or more, you must provide medical documentation at least monthly and/or prior to the expiration of your last excuse. In some cases, FMLA leave may apply. Please check with Human Resources for further information.

A work-related injury or illness will be reported to our Worker's Compensation insurance carrier. Employees are expected to partner professionally with our carriers and subsequent providers. If you are assigned to light duty, as determined by a medical professional, you will be required to follow the Return to Work Policy.

Our Return-to-Work policy is designed to return injured workers back to their regular assignments as soon as possible. To return injured workers to their regular assignment, the company may provide temporary work tasks tailored to the physical capabilities of the injured employee. You will be asked to perform only those job functions that the medical provider has determined can be done safely during the recovery process. All alternative and modified job assignments will be structured to meet the physical capacities of the injured worker however these are not nor shall be a basis for permanent switching of job functions.

The Company will not retaliate against any employee who makes a report of any safety hazard or injury suffered at work. Retaliation will not be tolerated and must be reported to your immediate Supervisor and/or HR manager.

### **Personal Protective Equipment**

The Company is committed to providing Personal Protective Equipment (PPE) in the workplace to protect employees from exposure to workplace hazards and the risk of injury.

Personal protective equipment will be provided, used, and maintained as required to ensure the safety and health of our employees and that such use will lessen the likelihood of occupational injury and/or illness. For roles where PPE is needed, employees are required to use their PPE, it is NOT optional.

### **Safety Shoe Program**

Employees who require safety shoes for their role are eligible to participate in the safety shoe program.

- Each eligible employee will be provided one pair of safety shoes per rolling calendar year.
- The Company will contribute \$125 to the purchase price of safety shoes when purchased through the designated site.
- The balance of safety shoes costing more than \$125 will be paid by the employee at time of purchase.
- If employees choose to purchase their own safety shoes they must be approved by the Safety Manager. The Company will not reimburse for safety shoes purchased outside of the designated site.

## **2.14 SMOKE-FREE WORKPLACE**

Smoking of any kind (including e-cigarettes) is prohibited on the Company premises, in Company vehicles, and on job sites in order to provide and maintain a safe and healthy work environment for all employees. The Company has designated areas outside the Company premises where smoking is permitted during break times. In situations where the preferences of smokers and non-smokers are in direct conflict, the preferences of non-smokers will prevail.

Employees who wish to use authorized break time to smoke may do so. Employees who take more or longer breaks will be subject to discipline up to and including termination.

## **2.15 SOLICITING AND DISTRIBUTION**

Because of safety, job efficiency, and other compelling business reasons, persons who are not employees will not be permitted or allowed to enter any area(s) of the Company's property, at any time, for purposes of solicitation for funds, membership or individual commitment to outside organizations, or to distribute literature for any purpose.

Employees may not solicit for funds, membership or individual commitment to outside organizations or causes during the employee's own working time or on the working time of the employee(s) being solicited.

Distribution of literature for any purpose in working areas is prohibited. Distribution may only take place in non-working areas during non-working time. The premises must be kept clean and free of litter at all times.

## **2.16 ELECTRONIC COMMUNICATIONS AND TELEPHONE COMMUNICATIONS POLICY**

Computers, computer files, the e-mail system, e-mail messages, software furnished to employees, telephones, mobile phones, telephone messages, components of the telephone system and all electronically stored information are property of the Company intended for the Company's business use. Communications tools and messages produced or carried by such communications tools are the Company property, subject to reasonable the Company inspection and monitoring. *Employees should have no expectation that any information transmitted over or stored on the Company facilities or systems is or will remain private.*

In the course of your job, you may use these communications tools to communicate internally with Company coworkers or externally with customers, consultants, vendors, and other business acquaintances. The Company provides you with electronic communications tools to facilitate business communications and to enhance your productivity. Unless otherwise authorized, personal use of our communications tools should be limited and in no event such use interfere with the performance of your job, consume significant resources, give rise to more than nominal additional costs, or interfere with the activities of other employees. In addition, under no circumstances shall such facilities be used for personal financial gain, or to solicit others for activities unrelated to the Company's business. However, nothing in this policy would bar employees from using company email systems to engage in statutorily protected discussions about their terms and conditions of employment while on non-working time.

Employees may not use cloud storage accounts except in connection with legitimate work activity and even then, only with permission of the employee's supervisor. All use of cloud storage accounts must comply with the Company's policies and all laws and regulations governing the handling of the data stored. No employee who is authorized to use a company-furnished cloud storage account may share individual log-in credentials with anyone else. No employee has any right to privacy with respect to cloud storage account activity at work or using company systems. All employees consent to monitoring of cloud storage activity.

Employees should not use a password, access a file, or retrieve any communication without authorization. To ensure compliance with this policy, computer, e-mail and telephone usage may be monitored. In addition, the Company may record some conversations.

The Company and specifically authorized individuals may access electronic and telephone communications systems and review communications within the systems, without notice to users of the systems, when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include (but are not limited to): for quality assurance purposes; maintaining the system; preventing or investigating allegations of system abuse or misuse; ensuring compliance with the Company policies; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; ensuring that the Company's operations continue during an employee's absence; ensuring that client needs or deadlines are met; detecting communications that are of a violent, vulgar or pornographic content; and any other purpose deemed appropriate by the Company.

Employees may not access (or attempt to obtain access to) another individual's electronic communications without appropriate authorization from the Company.

**All employees waive any right to privacy in computer files, e-mail messages, mobile phone communications, and telephone communications, and consent to the monitoring, access, recording and/or disclosure of computer files, e-mail messages, mobile phone communications, and telephone communications by authorized the Company representatives.**

Deleting computer files and e-mail messages does not guarantee that they have been erased from the system. The Company retains backup copies of all documents, including e-mail correspondence, produced on the Company's computer system. The Company may store electronic communications for a period of time after the communication is created. From time to time, communications stored in the system may be deleted, printed or utilized for any appropriate purpose. Please remember that computer files and e-mail messages may (under certain circumstances) be discoverable by opposing parties during litigation and by the government during certain investigations.

The Company's other policies, including its Non-Discrimination and Harassment-Free Workplace and Employee Conduct policies, apply to the use of, and any communications sent via, the e-mail and telephone systems. No one may use electronic communications in a manner that may be construed by others as harassment or discrimination based upon sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, protected veteran or military status, or other category protected by federal, state or local law, or in a manner that is threatening, intimidating or disrespectful of others. For example, it is against the Company's policy to display or transmit sexual images, messages or cartoons, ethnic slurs, racial epithets or anything that may be construed as harassment or offensive to others.

The Company encourages use of the Internet for legitimate business-related or professional activities, but you should avoid "browsing the Web" on the Company time, creating personal "Home Pages," or otherwise using the Company facilities or systems to access Internet sites for reasons unrelated to the Company's business and your job responsibilities.

Only authorized, licensed software is allowed on the Company's computers and mobile phones. Software products and data files not associated with company business, other than those preinstalled by an approved software vendor or manufacturer, are not allowed on our computers and mobile phones. In addition to the computer hardware and peripheral devices, any software or data, of any nature or source that is placed on or located on any company computer drive is the exclusive property of the Company. As an employee you have no rights to any computer hardware, including peripheral devices, software or data, even if you installed the software on the computer (or peripheral device) or placed the data on the computer (or peripheral device). Accordingly, you should avoid using Company computer equipment for personal or any other uses other than for Company business.

Employees are authorized to send or receive any Company information to external sites or accounts solely in connection with the performance of their duties. If you are unsure whether to disclose confidential information to particular individuals or how to safeguard the Company's confidential information, contact your immediate Supervisor and/or HR manager.

Under no circumstances may an employee send or receive Company business information to or from any personal email account, or copy or store such information on any form of electronic storage media or computer, web or internet site.

Employees are prohibited from using their personal devices (*i.e.*, personal cell phone, personal computer) for Company business without first obtaining written approval from their immediate Supervisor and/or HR manager. Select employees in specific roles are eligible for a mobile phone allowance based on the need for emergency contact, field work, irregular work hours, use of Company Cam to upload photos, contacting site supervisors, or other job-related factors that require the employee to utilize their personal cell phone to enhance their ability to perform their job duties.

Any Company-related communications stored or made on the employee's personal devices are Company property and subject to Company inspection at any time.

The Company may issue to you a Company owned cell phone for work-related communications. Unless otherwise authorized, a Company cell phone may be used only for business purposes. Personal use of a Company cell phone is prohibited and at no point may employees connect their personal Google accounts (or like accounts), stream any type of media, take personal photos, or use data for apps. Only work-related GPS is permitted on Company cell phones. Employees must fully reimburse the Company for any personal use of a Company provided cell phone. Phone logs will be audited regularly to ensure no unauthorized use has occurred.

Employees are required to immediately report any violation of this policy to their supervisor. Violators of this policy may be disciplined, up to and including termination of employment.

## **2.17 PERSONAL TELEPHONE USAGE AND PERSONAL VISITORS**

Employees are expected to refrain from personal telephone calls during work time outside of lunch and break periods.

Office telephones should be answered promptly. When answering the telephone, identify yourself, speak distinctly, be courteous, make notes of messages, get correct spellings for names, obtain telephone numbers for returning calls, and return calls promptly. Employees must also be courteous

to others using the phone, by avoiding loud or unnecessary conversations when others are on the telephone.

Remember the importance of customer confidences when using the telephone. Others may overhear telephone conversations, and the person calling may be able to hear

While at work employees are expected to exercise discretion in using their cellular phones for personal use. Excessive personal calls during the workday can interfere with employee productivity and be distracting to others. A reasonable standard the company encourages is to limit personal calls and texts during work time to no more than one per day as needed. Employees are therefore asked to make any other personal calls on non-work time (breaks) where possible and to ensure that friends and family members are aware of the company's policy. Flexibility will be provided in circumstances demanding immediate attention.

Non-business visitors can also be an interruption to co-workers and detract from business. Personal visits are therefore discouraged.

## **2.18 SOCIAL MEDIA POLICY**

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

This policy applies to all employees who work for the Company.

### **GUIDELINES**

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication. The same principles and guidelines found in the Company policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees or otherwise adversely affects members, customers, suppliers, people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action up to and including termination.

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

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

## **Be respectful**

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

Never post any information or rumors that you know to be maliciously false about the Company, fellow employees, members, customers, suppliers, people working on behalf of the Company or competitors.

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

- Maintain the confidentiality of the Company trade secrets and private or confidential business information. Trades secrets may include information regarding the development of systems, processes, products, know-how and technology.
- Do not disclose personal information (such as social security numbers, medical information, and account information) about employees, clients, customers, business partners or third parties that you create, receive or of which you become aware during your employment.
- Comply with all laws governing copyright, fair use of copyrighted material, trademark and other intellectual property.
- Do not create a link from your blog, website, or other social networking site to the Company website.
- It is not considered acceptable to post or comment about another Banko employee in a negative way with any relation or relevance related to your employment.
- Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that your views do not represent those of the Company, fellow employees, members, customers, suppliers or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you are not speaking on behalf of the Company. It is required to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Company."

## **Using social media at work**

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

### **Retaliation is prohibited**

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

### **Media contacts**

Employees should not speak to the media on the Company's behalf. If approached by the member of the media employees should politely decline to comment and direct the media representative to the company designee. Employees should report to the company any requests for comment or inquiries immediately. All media inquiries should be directed to Kim Banko.

### **Scope of this Policy**

This policy does not restrict employee rights to engage in protected activity under the National Labor Relations Act or any other applicable federal, state or local law. This policy does not prohibit discussing or disclosing information regarding your own wages, terms and conditions of employment or the wages, terms and conditions of employment of other employees. It also does not prohibit discussion about or criticism of Company's labor and employment policies or treatment of employees. However, we suggest that you may wish to bring any such issues to the attention of your supervisor or another member of management for resolution.

### **For more information**

If you have questions or need further guidance, please contact Kim Banko.

## **2.19 REMOTE WORKER POLICY**

Remote work is an arrangement between the Company and eligible employees, whereby the employee will perform their normal duties and responsibilities as assigned by their supervisor through the use of computers or other telecommunication devices at home or another place apart from the Company's usual place of business.

Note that remote work is only suitable for jobs that have clearly defined tasks, measurable work activities and low face-to-face communication. Remote work is an alternative method of meeting the needs of the Company and is not a universal employee benefit. Participation in the remote work program is subject to Company approval. Temporary or part-time utilization of remote work for purposes of illness or disability will be considered on an as-needed basis.

Remote work is not a replacement for Child Care or Elder Care. Although there is more flexibility in accommodating childcare needs, working at home is not to be considered a replacement for child care.

The remote work arrangement is subject to discontinuation at any time by the employer or the employee, although the Company will make all attempts to give two weeks' notice to a telecommuter before terminating the arrangement. Each telecommuting arrangement is subject to review after 90 days of its inception, and annually.

### **Work Hours**

Remote work does not change the number of hours or the scheduled work times you are expected to work. Your remote work hours will be communicated by your manager. Unless otherwise arranged with your manager, these are the hours you are expected to be available and reachable by phone and email. If you are clocked in, you are considered at work. If you are unable to work due to distractions at your remote location, you are asked to communicate this to your supervisor, then clock out until you can go back to work without distraction.

### **Overtime**

If you require to work any hours outside of your regularly scheduled work hours (overtime) it must be approved in writing by your manager prior to working overtime.

### **PTO Days & Time Off**

The rules for absences and time off work (full days or hour increments) are the same whether an employee works remotely or in the office. If you need to take time off work, you must let your manager know why and the timeframe requested. All time off must be submitted in writing to your manager, in accordance with the employee handbook on the Banko PTO Request Form prior to scheduling time off.

A PTO Request Form should be submitted in advance for all appointments, or any other time away from work outside of lunches and breaks. All PTO days must be submitted and approved by your manager prior to use.

In some circumstances, time off may be flexed within the pay period if the employee is able to make up their work/time. This flexibility is provided on a case by case basis and must be approved in advance, as not all positions can be performed outside of normal working hours.

### **Breaks/Lunch**

In accordance with the Fair Labor Standards Act (FLSA), it is expected that remote workers follow the same break and lunch schedule as you would working in the office. In addition, you must clock in/out for lunches and breaks as defined in this handbook.

### **Computer/Internet Usage**

Banko has a strict computer and internet usage policy. This policy applies to all remote workers. The use of the Banko issued computer is only to be used for company approved activities. All internet usage must be used solely for job approved use as well. It is expected that you will not visit any non-work approved websites for any reason including but not limited to all social media, shopping sites, news outlets or any other webpages. Banko does monitor computer and internet usage. Monitoring can occur at any time, for any reason, with or without any further notice.

You will not make any changes to the security or administrative settings on Banko's equipment. All tools and resources provided by Banko shall remain the property of Banko at all times.

## **Privacy**

The Banko Overhead Doors equipment that you are issued to use remotely is private property of Banko. It is expected that nobody other than the employee will use this equipment for any reason according to the Banko Electronics Policy.

## **Designated Workspace**

You are obligated to maintain at the Remote Work Address a designated workspace of sufficient size to accommodate any necessary equipment ("Designated Workspace"). The Designated Workspace shall be the exclusive location where you will perform work on behalf of Banko. Your Remote Work Address will not change unless you receive written approval from a member of Banko's Management authorizing the change in the Remote Work Address. You are responsible for keeping the Designated Workspace free from any and all safety hazards. Banko shall not be responsible for any modifications, maintenance, repairs, or remodeling to the Designated Workspace or for the provision of office furniture for the Designated Workspace.

You shall maintain the Designated Workspace in a professional manner so as to provide a Designated Workspace free of interruptions and distractions that would affect work performance. You shall not permit any other person within the Designated Workspace during the Banko Member's performance of services for Banko. No meetings with clients, other employees or members of the public shall be held in the Designated Workspace.

Banko shall not be responsible for any damage or loss caused to the Banko Member's property during the Banko Member's telework. You are responsible for maintaining and repairing your personally owned equipment, and the installation, maintenance, repair, and the ongoing service fees for proper utility connections (including phone, electric, and internet services). Banko shall only be responsible for ensuring that all necessary Banko information and access points are available for your remote access during such telework. Banko does not assume responsibility for virus, malware, or other attacks or intrusions via the internet to Banko Member-owned equipment. Banko shall not be responsible for the provision of office furniture or office supplies for the Designated Workspace.

## **Communication**

Working remotely requires you to communicate with others that are physically located at the Banko office. You are asked to keep your communications professional and courteous. The staff that will assist you in the office also have other duties that they need to complete each day. At times, the Banko office staff will be busy and may not be able to do the tasks asked in an immediate timeframe. If you have an emergency that requires immediate attention, you are asked to speak directly to your manager who will help get your issues resolved.

## **Accountability**

As a remote worker, you have the same accountability for your work as an in-office worker. If you are assigned certain accounts, it is your responsibility to ensure that all work associated with that

account is handled in a timely manner. It is not the responsibility of an in-office worker to do any tasks that you are responsible for unless directed by their assigned manager.

## **Company Policies**

All policies of the company handbook, that are not specifically mentioned above, are in effect just as if you were an in-office worker.

### **2.20 EMERGENCY MANAGEMENT PROCEDURES**

This policy and the accompanying procedures define the responsibilities of the Company employees when they are confronted with natural disasters, civil disturbances, or violations of personal rights that occur on Company property or in the course of their Company employment.

#### **Definitions:**

The following definitions will apply throughout this and related procedures.

Emergency: An emergency is any occurrence, or threat thereof, whether natural, technological, or manmade, in war or peace, which results or may result in substantial harm to the population or substantial damage to or loss of property.

Emergency Management: The preparation for, the mitigation of, and the recovery from emergencies and disasters.

Natural Disaster: A natural disaster is any sudden calamity that occurs without human involvement; i.e., fires, hurricanes, tornadoes, flooding, or chemical, biological or radiological hazards.

Civil Disturbances: A civil disturbance is a mass confrontation, not sanctioned by constituted local or state governing authorities, that disrupts planned or regular Company programs, or that infringes upon the civil rights of non-participants.

#### **Reporting Procedures:**

Each individual has a civic responsibility to report hazardous situation and potential or actual natural disasters, civil disturbances, or assaults on persons or personal property. These should be reported immediately by telephoning (911).

If fires or other actual hazards are detected in a building, the building alarm should be activated. After the alarm is activated to evacuate the occupants of the building, 911 should be dialed to contact local fire rescue.

#### **False Alarms and Bomb Threats:**

The giving of false alarms and bomb threats is dangerous to the community and is illegal. Persons that are apprehended for giving false alarms or bomb threats are subject to disciplinary action by the Company up to and including termination, and subject to arrest for the criminal violations.

#### **Notification of Staff and Visitors:**

The method of notification will be determined by the circumstances, but all appropriate methods will be used to insure the safety of Company staff and visitors.

### **Response by Employees:**

Due to safety concerns during an emergency, employees other than those required by their supervisor to assist with the emergency should not come to work until the emergency situation is resolved. Employees are to return home or go to designated civil defense shelters when asked to do so by public safety officials. When there has been a disruption or a disaster that affects the area surrounding Company offices, or locations where Company employees are working, and civil authorities have directed the community to stay away from those locations, all persons should do so for their own safety and the safety of others. When localized disasters occur, the area is to be avoided so that emergency vehicles and emergency teams can have unrestricted access to the area. As soon as public safety officials have declared the emergency conditions have ended, Company employees are expected to resume their normal work scheduled.

### **Emergency Management:**

Managing emergencies is a dynamic process that involves identification of problems encountered during emergency response efforts, posing solutions and resolution in an effective and timely manner. It is for this reason that the Company's emergency management plan is reviewed and revised on a regular basis by the Safety Manager.

### **Staff Communications:**

Management staff will communicate critical information in the event of an emergency.

## **2.21 WORKPLACE VIOLENCE**

Workplace violence can be any act of physical violence, threats of physical violence, harassment, intimidation, or other threatening, disruptive behavior that occurs at the work site. Workplace violence can affect or involve employees, visitors, vendors, or clients. A number of different actions in the work environment can trigger or cause workplace violence. It may even be the result of non-work-related situations such as domestic violence or other personal issues. Workplace violence can be inflicted by an abusive employee, a manager, supervisor, co-worker, client, family member, or even a stranger. Whatever the cause or whoever the perpetrator, workplace violence is not accepted or tolerated at the Company.

Every employee is responsible for reporting instances of workplace violence in accordance with this policy. All persons at the Company should report instances of workplace violence or threatened violence. In true emergency situations where the threat of harm is imminent, employees should call 911 and request immediate assistance from the authorities. In non-emergency situations, concerns should be reported first to an immediate supervisor. If the immediate supervisor is contributing to the risk of the workplace violence, the incident should be reported to your immediate Supervisor and/or HR manager immediately.

Conduct that threatens, intimidates, or coerces another employee, a customer, a vendor, or a member of the public will not be tolerated. Violation of this policy will result in immediate termination.

The Company takes potential and actual threats of workplace violence very seriously and will take immediate disciplinary action, including termination, when such threats occur. As a result, employees who engage in such conduct will be subjected to immediate termination.

## **2.22 WEAPONS POLICY**

It is the desire of the Company that all its offices convey a pleasant environment as well as safe and secure conditions for the benefit of employees and Company visitors. The presence of any type of weapon or firearm, other than those in the possession of authorized security personnel, could result in potentially hazardous situations. Under no circumstances are the following items permitted on Company property, including parking areas: knives, dangerous chemicals, or hazardous devices or substances, explosives, chains, and other objects carried for the purpose of injuring or intimidating. Employees may store legally owned firearms in locked, privately owned vehicles in the company parking lot, consistent with Florida law. However, under no circumstances shall such firearms be brought into the Company or surrounding areas or otherwise brandished or carried on company property, except solely for lawful defensive purposes.

Violation of this policy will result in disciplinary action, up to and including termination.

## **2.23 MISCONDUCT/DISCIPLINE/TERMINATION**

Discipline may include verbal or written warnings, probation, suspension with or without pay, termination of employment, or other actions that the Company, in its sole discretion, deems appropriate. In accordance with the “at will” nature of all employment with the Company, employees may be discharged at any time, and for any reason. Factors that may be considered by the Company when determining appropriate discipline include, but are not limited to, the nature and severity of the conduct, its frequency, the employee’s tenure with the Company, the employee’s performance history and the employee’s disciplinary history. However, the Company is not required to consider all or any of these factors in any particular disciplinary decision.

**Employees who demonstrate conscious disregard of the Company’s interests and deliberately violate or disregard the standards of behavior we expect of our employees will be terminated immediately. Misconduct which demonstrates that kind of disregard or violation of our standards includes, but is not limited to, the following:**

1. Violation of any Company policy, including the policies stated in this Employee Handbook;
2. Committing an unlawful act;
3. Disclosing confidential information;
4. Engaging in conduct that does not comply with company expectations towards another employee because of sex, sexual orientation, gender identity or expression, race, age, color, disability, marital status, national origin, religion, genetic information, protected veteran or military status, or other category protected by federal, state or local law;
5. Willful damage to property;

6. Violence, threats or intimidation;
7. Insubordination or refusal to perform duties assigned;
8. Unlawful possession of drugs, narcotics or intoxicants on company property or while performing job duties;
9. Being under the influence of alcohol, illegal drugs, narcotics or intoxicants while on company property or performing job duties, whether such influence is due to the unlawful ingestion of lawful or unlawful products or abusing prescription drugs, or otherwise violating the Drug-Free Workplace Policy;
10. Theft, pilfering, fraud or other forms of dishonesty;
11. Excessive absences or lateness;
12. Absence or tardiness without cause or without authorization;
13. Disorderly conduct or fighting on Company property, while on Company business, or during work hours;
14. Making maliciously false statements against the Company or anyone associated with the Company;
15. Falsifying a job application, record, time report form, log-in entry, or report;
16. Soliciting gratuities or accepting gratuities over \$25.00;
17. Possession of weapons on the Company property, except in accordance with applicable law;
18. Making a false or misleading statement, or coercing or encouraging someone else to make a false or misleading statement;
19. Sleeping on the job;
20. Testing positive for unlawful drug use or use of lawful drugs in an unlawful manner;
21. Other conduct that the Company deems warrants immediate termination of employment.

Nothing in this policy alters the at-will nature of your employment or requires that any particular succession of disciplinary measures need occur prior to termination.

## **2.24 RESIGNATION**

The Company requests that employees who resign provide two weeks' written notice prior to their last workday. The Company reserves the right, in its sole discretion, to accept the resignation effective immediately, in lieu of having the employee work the notice period. In the event of an employee's separation for any reason, there will be no pay for any unused PTO time, unless required by applicable law.

## **2.25 TERMINATION**

Employees are required to return all Company keys, identification cards, gas cards, credit cards, tools, equipment, cell phones, vehicles, computers, any confidential Company material, and other Company property, including any and all Company confidential information, or other information relating to Company's business, on or before their last day of employment. No copies may be retained in any form.

## **2.26 EXIT INTERVIEWS**

The Company requests that all employees leaving the Company for any reason complete an exit interview. This is done in an effort to improve the Company as a workplace.

## **2.27 COBRA COVERAGE**

When you leave the Company your health care coverage, if applicable, will end for you and your covered dependents as specified in the Company's Plan documents. Under the federal legislation entitled Consolidated Omnibus Budget Reconciliation Act of 1986, commonly known as COBRA, coverage can be continued for a limited time period. One of the provisions of this Act requires employers to allow terminated employees and dependents that would otherwise lose their coverage to continue group health coverage.

This means that you may continue your group health benefits for up to a limited period of time if your employment terminates for any reason other than gross misconduct. Your dependents may also continue their coverage under certain circumstances if they also had your group health coverage. You and/or your covered dependents will pay the full cost of the COBRA continuation coverage plus an administration fee by making monthly payments to the Company. For further details, contact Human Resources.

# **3. YOUR EMPLOYMENT AT THE COMPANY**

## **3.1 NINETY-DAY PROBATIONARY PERIOD**

There will be a ninety-day probationary period for all new employees and employees who are promoted or transferred to a new position in the Company. Satisfactory performance will be required in order for the employee to be retained.

Any employee whose employment terminates during the probationary period and who is thereafter rehired begins the subsequent employment as a new employee and is required to serve a full probationary period.

Successful completion of the probationary period does not alter the at-will nature of the employment relationship. Both the employee and the Company remain free to terminate the employment relationship without cause, and successful completion of the probationary period does not entitle the employee to continued employment, progressive discipline, or notice prior to termination of employment.

### **3.2 IMMIGRATION LAW COMPLIANCE**

The Company is committed to employing only United States citizens and aliens who are authorized to work in the United States, and does not unlawfully discriminate on the basis of citizenship or national origin.

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

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

### **3.3 EMPLOYEE CLASSIFICATIONS**

The Company utilizes or may choose to use full-time employees, part-time employees, temporary and/or leased individuals through a leasing company.

A “Regular Full-Time” employee is regularly scheduled to work 40 hours per workweek or more; a “Part-Time” employee is regularly scheduled to work less than 40 hours per workweek. The Company classifies as “Exempt Employees” those employees who are compensated on a salary basis and fall within one of the recognized exemptions under the Fair Labor Standards Act (FLSA), and as “Non-Exempt Employees,” those employees who do not fall within one of the recognized exemptions. The Company will pay employees in compliance with applicable laws.

Leased individuals provide services to the Company through a staffing company. Those individuals are employees of the leasing company and are not employees of the Company. Temporary individuals provide services to the Company on a limited, temporary basis. Temporary and/or leased individuals are, however, expected to comply with the policies and procedures of the Company, including. Temporary and/or leased individuals are not eligible for any benefits but they may, if needed, become employees of the Company.

### **3.4 NON-EXEMPT EMPLOYEES: HOURS OF WORK/OVERTIME PAY**

The Company is generally open from Monday through Saturday, from 5:30a.m. to 5:30 p.m. Most work will be done during those hours. Some department and field staff hours will vary based on business need.

In general, Non-Exempt Employees’ regular work hours will be within the foregoing scheduled hours and will not exceed 40 per workweek. However, an employee’s work hours may vary from week to week depending on work load and scheduling needs. Employees must be available to work hours other than our regular office hours, and to work more than 40 hours per workweek, upon request. Hours worked by Non-Exempt employees in excess of 40 hours per week will be compensated at one and one-half times the employee’s regular pay rate as overtime compensation. Paid Time Off and holiday time will not be counted as time worked for purposes of computing overtime pay.

**In no event is a Non-Exempt Employee to work overtime without prior authorization from their supervisor.**

Non-Exempt Employees must sign in and out, either by completing a daily time slip or by using a biometric or computer time clock (whichever is applicable for your particular position), both at the start and end of their workdays, and at the beginning and end of their breaks. **Non-Exempt Employees are not permitted to begin work before their scheduled start times, to work through their lunch hour, or to work past their regular hours without prior authorization from their supervisor.**

Non-Exempt Employees who work more than 40 hours in a workweek without prior written authorization are obligated to report the time worked and will be paid overtime for such time, but will be subject to discipline, up to and including termination of employment. **All hours worked must be recorded. Employees are never permitted to work off-the-clock. Falsifying time records and/or failing to record actual hours worked will result in discipline, up to and including immediate termination.**

#### ***Overtime – Piece Rate Installers & Service Techs Only***

Some installers are paid by piece rate. Piece rate means the installer is paid according to the number of installed items during the work week. All installers are entitled to overtime pay for all hours worked in excess of 40 hours per week. Below is an example to show how calculations are performed.

Total piece rate work of \$675.00. Total hours worked for the week is 45 hours.

- \$675 divided by 45 hours = \$15.00 per hour
- \$15.00 divided by half is \$7.50
- Add the base rate of \$15.00 = Overtime rate of \$22.50
- The hours in excess of 40 are paid at the overtime rate.

In this example, there is an excess of 5 hours multiplied by \$22.50 = \$112.50 for overtime. Regular hours are paid at \$15.00 multiplied by 40 = \$600.00.

Adding the overtime and regular earnings, this is a total payment of \$712.50.

### **3.5 EXEMPT EMPLOYEES: AUTHORIZED DEDUCTIONS**

The Company values the hard work and dedication of our exempt employees. Subject to the exceptions provided below, an exempt employee will receive the full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees need not be paid for any workweek in which they perform no work.

**Exceptions.** Deductions from pay are allowed under the following exceptions:

1. The Company is not required to pay the full salary in the initial or last week of employment. The Company will pay a proportionate part of an employee's full salary for the time actually worked in the first and last week of employment.

2. When an exempt employee takes unpaid leave under the Family and Medical Leave Act, the Company will pay a proportionate part of the full salary for time actually worked. The Company is not required to pay the full salary for weeks in which an exempt employee takes unpaid leave under the Family and Medical Leave Act.
3. Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) in accordance with our workers' compensation, leave of absence and/or other written policies or practices. The Company is not required to pay any portion of an employee's salary for full day absences for which the employee receives compensation under disability, workers' compensation or other plans, policies or practices. Deductions for such full day absences also may be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance thereunder.
4. The Company will not make deductions from pay for absences of an exempt employee due to jury duty, attendance as a witness or temporary military leave. However, the company may offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due that week.
5. Deductions from pay of exempt employees may be made for penalties imposed in good faith for infractions of safety rules of major significance, or for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions set forth in a written policy that applies to all employees.
6. Deductions from pay may be made when an exempt employee is absent from work for one or more full days for personal reasons, other than sickness or disability.

If an employee believes that an improper deduction was made from his/her salary, he/she should immediately notify Human Resources. The Company will reimburse the employee for any improper deductions and will take steps to ensure that the improper deduction does not re-occur.

### **3.6 PAY PERIODS AND PROCEDURES**

Employees are paid on a weekly basis. Paychecks are issued on Fridays, representing pay for the prior workweek. If the pay day falls on one of the holidays, employees will be paid the Thursday before that holiday.

Hourly employees and their immediate supervisors are required to verify and submit their time sheets. For employees who submit a daily time slip, their immediate supervisor will verify the submitted time slips daily. For employees who use a biometric or computer time clock, their immediate supervisor will verify the submitted time sheets weekly.

Each employee will receive an employee earnings statement each pay period which provides a summary of earnings and deductions for that pay period. This statement also shows pertinent year-to-date totals. It is the responsibility of the employee to check their earnings statement each pay period to make sure that all authorized deductions have been made and that the PTO balance is accurate. If a deduction is not correct, the next paycheck will reflect the appropriate adjustment.

**Any employee who believes that he/she had not been paid properly must report it to their manager or Human Resources to give the Company an opportunity to correct any problem. The Company will correct the error and will take steps to ensure that the error does not re-occur.**

### **3.7 EMPLOYEE BREAKS**

Employees who work an 8-hour workday are permitted to take one 15-minute break during the morning and one 15-minute break during the afternoon. In addition, employees who work an 8-hour workday are required to take a mandatory lunch of at least 30 minutes of uninterrupted time each day. Employees who smoke, vape or use other smoking related devices do not receive additional breaks regardless of employment status.

Nursing mothers needing time to express breast milk should make arrangements with Human Resources for appropriate breaks for that purpose.

### **3.8 EMPLOYEE HOLIDAYS**

The Company observes 7 Holidays each year. An employee may use the Floating Holiday for any day during the year, but must request the time off in advance and have the time approved.

#### **Holidays – 7 total**

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day
- Floating Holiday

For each recognized holiday that falls on a regular workday, Regular Full-Time employees who have successfully completed their probationary period will receive a day off with pay at regular rates. Holidays falling on Saturday will be observed on the preceding Friday; holidays falling on Sunday will be observed on the following Monday. Unless an exception is approved in advance in writing by the employee's supervisor or Human Resources, in order to receive holiday pay, Non-Exempt employees must work the regularly scheduled workday before and after the holiday.

Paid holidays are payable within the pay period in which they fall. Any hours that are worked on a scheduled holiday will be paid at regular rates. Holiday time shall not be included in the computation of hours worked for overtime calculation purposes.

#### **Holiday Pay – *Piece Rate Installers, Service Techs, & Commission Only Employees***

These employees will be paid \$20.00 per hour for Company paid holidays. This is based on an eight (8) hour workday. Employees become eligible for this benefit after 90 days of employment.

### 3.9 PAID TIME OFF

#### **PTO Accrual:**

The Company provides its Regular Full-Time employees with Paid Time Off (“PTO”) each year as a way to express our appreciation and as a way to renew and refresh our employees.

Regular Full-Time employees will accrue PTO days as follows:

<b>Years of Continuous Service</b>	<b>Days</b>
Following 120 days	2 days
Following 1 year	7 days
Following 2 years	13 days
Following 5 years	14 days
Following 10 years	15 days
Following 20 years	20 days

Continuous service is defined as no break in employment. PTO is added to the employee’s PTO bank on the anniversary date of the employee’s hire date.

Regular, Full-Time employees may use PTO for any purpose during regularly scheduled work time such as:

- a. Vacation requests.
- b. Time off for personal business such as court appearances, family matters, or other business reasons that cannot be handled before or after business hours.
- c. Emergency illnesses, medical, surgery, dental or optical examinations or treatments.
- d. Personal illness of an employee or an immediate family member that requires the employee’s presence.
- e. Funeral, burial or related matters.
- f. The need to miss work because of severe weather conditions when the Company is open for business.

The Company will draw from the available PTO balance to enable full pay for the period. **Leave without pay is not an option when PTO is sufficient to cover the deficit for the pay period thus it** will automatically deduct PTO from your bank.

In order to minimize disruption to the Company’s operations and to ensure adequate coverage, all requests for time off must be approved by your supervisor at least 2 weeks prior. Approval will be based on staffing needs of the Company and other factors the Company deems appropriate. If more staff members request time off than can be given at the same time, management will determine who will be granted time off based on staffing needs and other appropriate factors.

If an employee's request for time off is approved, the leave will be charged against the employee's accrued PTO and the employee will be paid for the time on the regular payday, at his/her regular rate of pay. PTO shall not be included in the computation of hours worked for overtime calculation purposes.

Employees are encouraged to use their PTO during the year in which they accrue. Any accrued but unused PTO time will not carry over to the next year and will be forfeited as of the beginning of the next year.

Employees who leave the Company for any reason (whether voluntary or involuntarily) will not be paid for their unused PTO.

#### ***Paid Time Off – Piece Rate Installers and Service Technicians***

Piece rate installers and service technicians who are eligible for PTO will be paid at their average hourly rate. Average hourly rate is calculated through a lookback of the previous six (6) months prior to the PTO time taken. If the eligible installer or service technician is paid at a regular hourly rate, instead of piece rate, then he/she will be paid at the regular rate in effect at the time PTO is taken.

### **3.10 UNPAID PERSONAL TIME OFF FOR EXEMPT EMPLOYEES**

Exempt employees may take occasional voluntary unpaid days off for personal reasons with advance approval from their supervisor. Deductions from salary may be made, however, when an exempt employee is absent from work for a day or more for personal reasons, other than sickness or an accident.

### **3.11 JURY DUTY**

The Company recognizes employee obligations to serve on state and federal juries. Employees summoned for jury duty must notify their supervisor and provide a copy of the summons to Human Resources at [hr@bankodoors.com](mailto:hr@bankodoors.com) immediately upon receipt so the Company can make appropriate arrangements for coverage in the employee's absence. You are expected to return to work, when reasonable, during your regularly scheduled business hours or if released earlier than anticipated.

Hourly employees will not be paid for jury duty. Exempt employees will continue to receive their salary for any workweek in which they perform any work for the Company. The Company reserves the right to offset the sums an employee receives for jury service from the employee's paychecks. To be eligible for payment of wages during jury service and subject to applicable law, employees must provide the Company with sufficient evidence indicating the dates and hours of jury service and payment received for jury duty.

Employees serving as jurors in Tennessee will receive their regular wages during jury service, as required by state law.

No employee will be discharged from employment by the Company because of the nature or length of service on a grand or petit jury.

### **3.12 HARSH WEATHER/EMERGENCY CLOSURES**

The Company may need to close certain locations during harsh weather events. The Company will provide communication to employees as soon as possible regarding any potential business closure. In the event that employees are unable to work because of the Company closing for weather, employees may choose to use PTO if they have it available. Otherwise this time off will be unpaid.

Banko reserves the right to choose to pay employees for harsh weather closures. If that is decided, the Company will communicate with employees and pay a weather day the same as a holiday.

### **3.13 FAMILY AND MEDICAL LEAVE**

#### **LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The Family and Medical Leave Act (“FMLA”) provides eligible employees with unpaid leave for certain family and medical reasons during a twelve (12) month period. During this leave, an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

#### **Employee Eligibility Criteria**

To be eligible for FMLA leave, an employee must have been employed by the Company:

- for at least twelve (12) months (which need not be consecutive);
- for at least 1250 hours during the twelve (12) month period immediately preceding the commencement of the leave; and
- at a worksite where fifty (50) or more employees are employed by the Company within seventy-five (75) miles of the worksite.

#### **Events Which May Entitle an Employee to FMLA Leave**

##### Entitlement to Leave

An unpaid leave of up to twelve (12) workweeks may be taken for any one, or for a combination of, the following reasons:

- A. the birth of the employee’s child or to care for the newborn child;
- B. the placement of a child with the employee for adoption or foster care or to care for the newly placed child;
- C. to care for the employee’s spouse, child or parent (but not in-law) with a serious health condition;
- D. the employee’s own serious health condition that makes the employee unable to perform one or more of the essential functions of his or her job; and/or

- E. for any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces. "Covered active duty" for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. "Covered active duty" for members of the reserve components of the Armed Forces (members of the U.S. National Guard and Reserves) means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation as defined in section 101(a)(13)(B) of Title 10, United States Code.

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

#### Military Caregiver Leave (aka Servicemember Family Leave)

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a "covered servicemember" may take up to twenty-six (26) workweeks of FMLA leave in a single twelve-month period to care for a "covered servicemember" with a "serious injury or illness."

A "covered servicemember" is a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a "serious injury or illness." A "covered servicemember" also includes a "covered veteran" who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. A "covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. An eligible employee must commence leave to care for a covered veteran within five years of the veteran's active duty service, but the single twelve-month period may extend beyond the five-year period.

In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, a "serious injury or illness" means an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.

In the case of a covered veteran, a "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is: (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of fifty (50) percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation

by reason of a disability or disabilities related to military service, or would do so absent treatment; or (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

## **How Much FMLA Leave May Be Taken**

### The Twelve (12) Month Period

An eligible employee is entitled to up to twelve (12) workweeks of unpaid leave during a twelve (12) month period for any FMLA qualifying reason(s), except that leave may be taken for up to twenty-six (26) workweeks during a twelve (12) month period for military caregiver leave.

The twelve (12) month period is a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. The leave will be counted against the employee's annual FMLA entitlement.

### Limitations on FMLA Leave

Leave to care for a newborn or for a newly placed child must conclude within twelve (12) months after the birth or placement of the child.

When both spouses are employed by the Company, they are together entitled to a combined total of twelve (12) workweeks of FMLA leave within the designated twelve (12) month period for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, and to care for a parent (but not in-law) with a serious health condition. Each spouse may be entitled to additional FMLA leave for other FMLA qualifying reasons (*i.e.*, the difference between the leave taken individually for any of the above reasons and twelve (12) workweeks, but not more than a total of twelve (12) workweeks per person). For example, if each spouse took six (6) weeks of leave to care for a newborn child, each could later use an additional six (6) weeks due to his or her own serious health condition or to care for a child with a serious health condition.

During a single twelve (12) month period, an eligible employee is entitled to a total of twenty-six (26) workweeks of leave to care for a "covered servicemember" or a "covered veteran" and for any other qualifying reason.

When both spouses are employed by the Company, they are together entitled to a combined total of up to twenty-six (26) workweeks of leave to care for a "covered servicemember" or a "covered veteran." However, a combined total of no more than twelve (12) workweeks out of the twenty-six (26) workweeks of leave may be taken by spouses for the birth, adoption or foster care placement of a child with the employees, for aftercare of the newborn or newly placed child, or to care for an employee's parent (but not in-law) with a serious health condition.

## **Intermittent or Reduced Work Schedule Leave**

Intermittent leave is leave taken in separate blocks of time of no less than one hour increments. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per workweek or hours per workday.

Leave to care for a newborn or for a newly placed child **may not be taken intermittently or on a reduced work schedule unless the Company agrees with respect to an individual leave request.**

Leave because of an employee's own serious health condition, to care for an employee's spouse, child or parent with a serious health condition or to care for a covered servicemember under the military caregiver leave provision, may be taken all at once or, where medically necessary, intermittently or on a reduced work schedule. Additionally, leave because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on (or has been notified of an impending call to) "covered active duty" in the Armed Forces may be taken all at once, intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the Company's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the Company may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Where it is physically impossible for an employee using intermittent leave or working a reduced leave schedule to commence or end work mid-way through a shift, the entire period that the employee is forced to be absent is designated as FMLA leave and counts against the employee's FMLA entitlement. The period of the physical impossibility is limited to the period during which the Company is unable to permit the employee to work prior to a period of FMLA leave or return the employee to the same or equivalent position due to the physical impossibility after a period of FMLA leave.

### **Requests for FMLA Leave**

An employee should request FMLA leave by submitting written notice of the need for leave to the Human Resources Department. If the employee fails to explain the reasons for the leave, FMLA leave may be denied.

When leave is foreseeable for an expected birth, placement for adoption or foster care, planned medical treatment for the employee's or employee's family member's serious health condition, or the planned medical treatment for a serious injury or illness of a "covered servicemember", the employee must provide the Company with at least thirty (30) days advance notice, or such shorter notice as is practicable (*i.e.*, within one or two business days of learning of the need for the leave). For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable, regardless of how far in advance such leave is foreseeable.

When the timing of the leave is not foreseeable, the employee must provide the Company with notice of the need for leave as soon as practicable (*i.e.*, within one or two business days of learning of the need for the leave).

When the need for FMLA leave is foreseeable at least thirty (30) days in advance and an employee fails to give timely advance notice with no reasonable excuse, the Company may delay FMLA coverage until thirty (30) days after the date the employee provides notice. When the need for FMLA leave is

foreseeable fewer than thirty (30) days in advance and an employee fails to give notice as soon as practicable under the particular facts and circumstances, the Company may delay FMLA coverage depending on the facts of the particular case.

When planning medical treatment, the employee must consult with the Company and make a reasonable effort to schedule the treatment so as not to disrupt unduly the Company's operations, subject to the approval of the health care provider.

Absent unusual circumstances, employees are expected to provide notice of *unforeseeable* FMLA leave in accordance with the Company's regular and customary call-in procedures as outlined in the Company's Attendance and Punctuality Policy. If unusual circumstances prevent an employee from complying with the Company's regular and customary call-in procedures, the employee must provide the Company with notice of the need for FMLA leave as soon as practicable under the circumstances. If an employee does not comply with the Company's regular and customary call-in procedures, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied.

### **Required Documentation**

When leave is taken to care for a family member (or a next of kin, as applicable), the Company may require the employee to provide documentation or statement of family relationship (*e.g.*, birth certificate or court document).

An employee may be required to submit medical certification from a health care provider to support a request for FMLA leave for the employee's or a family member's (or next of kin's, as applicable) serious health condition. Medical certification forms are available from the Human Resources department. When the leave is foreseeable, such certification shall be provided to the Company thirty (30) days in advance of the leave, or as far in advance of the leave as practicable. When the leave is not foreseeable, the employee must provide the requested certification to the Company within fifteen (15) days, unless it is not practicable under the particular circumstances to do so, despite the employee's diligent and good faith efforts.

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

During FMLA leave, the Company may require that the employee provide recertification of a serious health condition at reasonable intervals. In addition, during FMLA leave, the employee must provide the Company with periodic reports regarding the employee's status and intent to return to work. If the employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the Company with reasonable notice (*i.e.*, within two business days) of the employee's changed circumstances and new return to work date. If the employee gives the Company notice of the employee's intent not to return to work, the employee will be considered to have voluntarily resigned.

Before the employee returns to work from FMLA leave for the employee's own serious health condition, the employee **will be** required to submit a fitness for duty certification from the employee's health care provider, with respect to the condition for which the leave was taken, stating that the employee is able to resume work.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to discipline up to and including suspension without pay and termination of employment.

### **Use of Paid and Unpaid Leave**

If an employee has paid leave for which he or she is eligible (*e.g.*, vacation, sick leave, personal leave), the employee **must** use any qualifying paid leave first. "Qualifying paid leave" is leave that would otherwise be available to the employee for the purpose for which the FMLA leave is taken. The remainder of the twelve (12) workweeks of leave (or twenty-six (26) workweeks, where applicable), if any, will be unpaid FMLA leave. Any paid leave used for an FMLA qualifying reason will be charged against an employee's entitlement to FMLA leave. This includes leave for disability or workers' compensation injury/illness or paid sick-leave provided by applicable state or local law (if any), provided that the leave meets FMLA requirements. The substitution of paid leave for unpaid leave does not extend the twelve (12) workweek (or twenty-six (26) workweeks, where applicable) leave period.

### **Designation of Leave**

The Company will notify the employee that leave has been designated as FMLA leave. The Company may provisionally designate the employee's leave as FMLA leave if it has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave.

### **Maintenance of Health Benefits**

During FMLA leave an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work.

To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums may be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums must be paid in accordance with the Company's rules for leave without pay. If the employee's payment of health insurance premiums is more than thirty (30) days late, the Company may discontinue health insurance coverage upon notice to the employee.

### **Return from FMLA Leave**

Upon return from FMLA leave, the Company will place the employee in the same position the employee held before the leave or an equivalent position with equivalent pay, benefits and other employment terms.

## **Limitations on Reinstatement**

An employee is entitled to reinstatement only if he or she would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

## **Key Employees**

The Company reserves the right to deny reinstatement to salaried, eligible employees who are among the highest paid ten (10) percent of the Company's employees employed within seventy –five (75) miles of the worksite ("Key Employees") if such denial is necessary to prevent substantial and grievous economic injury to the Company's operations.

## **Failure to Return to Work Following FMLA Leave**

If the employee does not return to work following the conclusion of FMLA leave, the employee will be considered to have voluntarily resigned. The Company may recover health insurance premiums that it paid on behalf of the employee during any unpaid FMLA leave except that the Company's share of such premiums may not be recovered if the employee fails to return to work because of the employee's, a family member's or a covered servicemember's serious health condition or because of other circumstances beyond the employee's control. In such cases, the Company may require the employee to provide medical certification of the employee's or the family member's (or next of kin's, as applicable) serious health condition.

**Employees are prohibited from holding any type of outside employment during any leave of absence, FMLA or otherwise.**

## **Unlawful Acts by Employers**

The FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

## **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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

## **Additional Information**

For further information or clarification about FMLA leave, please contact the Human Resources department.

### **Medical Leave**

Banko recognizes there may be situations where an employee will need a leave of absence to address health concerns. Thus, the company has a policy regarding time out of the office beyond the use of Paid Time Off (PTO). This policy only applies to those that are not eligible for FMLA at the time of leave. Employees who will need medical leave should contact Human Resources immediately to discuss their individual circumstances. Banko may grant up to 8 weeks of unpaid medical leave with appropriate documentation. This leave may be extended based on individual circumstances to maintain compliance with ADAAA. Medical leave does not provide job protection but rather grants employees approved time away from work for medical reasons and will not count towards attendance. Banko reserves the right to fill any open positions based on business need while an employee is out on leave. When the employee is able to return from leave, when at all possible the company will make every effort to return the employee to their position prior to leave. However, in certain circumstances this may not be possible and employees may be offered another position within the company or their employment terminated.

### **Maternity Leave**

Banko recognizes there are employees who may need time off for the birth of a child. Employees needing medical leave for the birth of a child may be granted up to 12 weeks of unpaid medical leave. This policy only applies to those that are not eligible for FMLA at the time of leave. Employees who will need maternity leave should contact Human Resources immediately to discuss their individual circumstances. Maternity leave does not provide job protection but rather grants employees approved time away from work for the birth of a child and will not count towards attendance. Banko reserves the right to fill any open positions based on business need while an employee is out on leave. When the employee can return from leave, when at all possible, the company will make every effort to return the employee to their position prior to leave. However, in certain circumstances this may not be possible, and employees may be offered another position within the company, or their employment terminated.

### **Benefits While On Leave**

Employees may retain benefits during this leave; however, you are responsible for payment of your benefit premiums while out on leave. All benefit premiums should be paid directly to Banko to avoid cancellation in coverage and delays in receiving services or processing claims. Please contact Human Resources for details on the premium payment plan.

### **3.14 USERRA- LEAVE OF ABSENCE FOR UNIFORMED SERVICE**

The Company complies with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”) which protects the job rights of individuals who voluntarily or involuntarily leave employment positions to perform service in the uniformed service, as defined under USERRA. Persons entitled to benefits under USERRA have the right to be re-employed when they leave employment with the Company to perform service in the uniformed services if they: (1) ensure that the Company receives advance written or verbal notice of their service; (2) have five years or less of cumulative service in the uniformed service while with the Company; (3) return to work or apply for reemployment in a timely manner after conclusion of service; and (4) have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If such persons are eligible for reemployment, the Company will restore them to the job and benefits they would have attained had they not been absent due to military service or, in some cases, a comparable job.

Anyone who (1) is a past or present member of the uniformed service; (2) has applied for membership in the uniformed service; or (3) is obligated to serve in the uniformed service, will not be denied initial employment, reemployment, retention in employment, promotion, or any benefit of employment, based on that status. In addition, the Company will not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

Employees who leave their jobs to perform military service, have the right to elect to continue existing employer-based health plan coverage for themselves and their dependents for up to 24 months while in the military, with premiums to be paid in accordance with applicable law.

The Company permits employees to take leaves of absence for performance of services in the uniformed service in accordance with applicable law. If you have questions about your entitlement to military leave, health insurance coverage during the leave, reinstatement rights following the leave, or other issues relating to a military leave of absence, you may contact Human Resources.

### **3.15 WITNESS LEAVE**

The Company acknowledges that, on occasion, employees may have an obligation to participate in judicial proceedings as a witness. The Company authorizes leave to attend those proceedings under circumstances described in this policy. If you are subpoenaed to attend a judicial proceeding to testify as a witness, you must inform your supervisor as soon as possible to make arrangements for a leave of absence. The Company reserves the right to require employees to provide proof of the need to attend the judicial proceedings to the extent authorized by law. Employees who must attend judicial proceedings for reasons authorized by this policy take that leave unpaid. Employees may opt to use any available accrued PTO in place of unpaid leave.

### **3.16 DOMESTIC VIOLENCE LEAVE POLICY**

An employee who has been employed with the Company for at least three months may be eligible for up to three (3) working days of unpaid leave in a twelve (12) month period to undertake activities resulting from acts of domestic violence when the employee or a family or household member of an employee is the victim of domestic violence. The Company will determine the amount of leave available on a “rolling” twelve (12) month calendar measured backwards from the date Domestic Violence Leave commences.

#### **Procedure**

The purpose of the leave is to allow the employee to engage in one of the following activities:

1. To seek an injunction for protection against domestic violence, repeat violence, dating violence or sexual violence;
2. Obtain medical or mental health care or counseling for the employee or a family or household member to address physical or psychological injuries resulting from domestic violence;

3. Obtain services from a victim-services organization, including a domestic violence shelter or rape crisis center, as a result of an act of domestic violence;
4. Make the employee's home more secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator; or
5. To seek legal assistance or attend and prepare for court-related proceedings in addressing issues arising out of acts of domestic violence.

### **Notice and Certification**

Except in acts of imminent danger, employees must provide appropriate advance notice of the need for leave. In addition, the employee must certify the need for leave by providing the Company with a letter signed by an authorized person from a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence victim services organization. The letter must be provided in advance of the leave, whenever the need for leave is foreseeable. When the need for leave is not foreseeable, the letter must be provided no later than upon the employee's return to work. In the Company's sole discretion, the Company may accept appropriate documentation (such as copies of police reports, notice of court hearings, petition for injunction, new housing lease, etc.), where a letter is not feasible.

### **Exhaustion of Other Types of Leave:**

An employee seeking leave under this policy must, before receiving the leave, exhaust all annual or vacation leave, personal leave, and sick leave, if applicable, that is available to the employee.

### **Effect on Benefits**

During an approved Domestic Violence Leave, the Company will maintain any health insurance coverage you may have under the Company group health plan. You will not lose any employment benefits accrued prior to the date on which your Domestic Violence Leave commenced. During the Domestic Violence Leave, however, you will not be entitled to accrue other employment plans.

### **Employee Rights**

While the Company will not take any adverse action against the employee as a result of taking leave under this section, employees seeking Domestic Violence Leave remain subject to all of the Company's rules and regulations and have no greater rights to employment than if they had not taken leave under this section.

Upon timely return from Domestic Violence Leave, the employee will be returned to the position held prior to the commencement of the Leave with no reduction in the level of pay.

### **Definitions**

For purposes of this policy:

- "Domestic violence" means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any

criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime, of which the underlying factual basis has been found by a court to include an act of domestic violence.

- “Family or household member” means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.
- “Victim” means any individual who has been subjected to domestic violence.

### **3.17 CIVIL AIR PATROL LEAVE**

Eligible employees who serve as members of the Florida Wing of the Civil Air Patrol (“Civil Air Patrol member”) will be provided with up to fifteen (15) days of unpaid leave annually to participate in a Civil Air Patrol training or mission. To be eligible, the employee must be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification, and must have been employed with the Company for at least ninety (90) days immediately preceding the commencement of leave.

An employee who needs Civil Air Patrol leave must provide his or her supervisor as much notice as possible of the intended dates of the beginning and end of leave. An employee taking leave under this policy may, but is not required to, substitute available PTO for otherwise unpaid leave.

At the completion of leave, the employee must promptly notify the Company of his or her intent to return to work. The Company is not required to allow a Civil Air Patrol member to return to work upon the completion of his or her Civil Air Patrol leave if: (1) the Company’s circumstances have so changed as to make employment impossible or unreasonable; (2) employment would impose an undue hardship on the Company; (3) the employment from which the member takes such leave is for a brief, nonrecurring period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period; or (4) the Company had legally sufficient cause to terminate the member at the time he or she commenced such leave.

An employee who returns to work for the Company following his or her Civil Air Patrol leave is entitled to: (1) the seniority that he or she had on the date his or her leave began and any other rights and benefits available as a result of such seniority; and (2) any additional seniority that the employee would have attained at his or her place of employment if he or she had remained continuously employed and any other rights and benefits available as a result of such seniority.

### **3.18 BEREAVEMENT LEAVE**

Employees are entitled to up to three consecutive days of unpaid bereavement leave in the event of death of the employee’s spouse, domestic partner, child, mother, father, sibling, grandparent or spouse’s parent. Other family members may be considered on a case-by-case basis.

### **3.19 EMPLOYMENT WHILE ON LEAVE**

Employees are prohibited from holding any type of outside employment (whether as an employee, contractor or otherwise) during any leave of absence, including FMLA or any other form of leave.

### **3.20 HEALTH, LIFE, DISABILITY AND DENTAL INSURANCE**

The Company may provide eligible employees with the opportunity to participate in one or more group health, life, disability and/or dental insurance plans. The Company reserves the right not to offer such opportunities, to modify any insurance plan or plans in any manner, to substitute one or more new plans for one or more existing plans, and to terminate any insurance plan or plans, at its sole discretion and without advance notice, to the extent permitted by applicable law.

Insurance coverage for eligible employees is effective after the employee has completed their probationary period and enrollment has been completed.

A Summary Plan Description for each group health, life and/or disability insurance plan offered to the Company employees is available for review by employees. The Summary Plan Descriptions provide a detailed explanation of eligibility requirements, coverage, enrollment procedures, claim procedures, costs to the employee, deductible amounts, and other provisions of available insurance plans. Employees who wish to review a Summary Plan Description should contact Human Resources.

In the case of a conflict between the terms of a Summary Plan Description and other information provided to an employee concerning any employee benefit plan, the terms of the Summary Plan Description control, regardless of the source of the other information.

### **3.21 CERTIFICATION REIMBURSEMENT POLICY**

The Company will pay for reimbursement of certain professional or technical certifications for its employees. Employees must receive approval from Kim Banko prior to becoming eligible for this benefit. The Company will not reimburse an employee without prior approval.

Employees receiving certification reimbursement from the Company will reimburse the agency for all certification fees if the employee terminates from the Company (voluntarily or involuntarily other than as a result of a reduction in force) during the subsequent 12-month period. All expenses paid under this benefit will be deducted from the employee's final paycheck to the extent permitted by and in accordance with applicable law. Should the amount of repayment exceed the final paycheck, the employee agrees to reimburse the Company for the balance.

### **3.22 TRAVEL AND EXPENSE POLICY**

The Company will pay for reimbursement of certain travel and business related expenses for its employees. Employees must receive approval from their immediate supervisor prior to becoming eligible for this benefit. The Company will not reimburse an employee without prior approval.

Company credit cards may be provided and used for business related purchases and/or expenses, subject to prior approval from the Company. Personal use is not permitted. If a company credit card is accidentally used the employee must notify and submit payment for the charge to the Company the next business day.

Lost or stolen credit cards must be reported to the credit card issuer and your direct supervisor immediately. Employees must not directly request new cards from the issuer. The Company will request a replacement card and reissue it within a few days.

### **3.23 PERSONNEL RECORDS / REFERENCE CHECKS**

Employee personnel files are the property of the Company. We must maintain up-to-date information about our employees for record-keeping and emergency purposes. Any change of personnel status (name, address, telephone number, dependents, marital status, emergency contact information, etc.) must be reported to the Company within three business days of the change.

Employees are not authorized to provide references for current or former employees on behalf of the Company. If you receive a request for a reference, please forward it to Human Resources.

### **3.23 EMPLOYEES WHO DRIVE AS A PART OF THEIR JOB**

This Policy applies to all employees who are required to drive their own personal vehicle, a rental vehicle, or a Company vehicle, on a regular basis, as part of their job.

#### ***Maintaining an Acceptable Motor Vehicle and Driving Record***

Prior to being hired, the Company will check your Motor Vehicle Record. You will be disqualified from working in a position which requires you to drive as part of your job if, during the preceding 7 years, you have been convicted of driving under the influence of drugs or alcohol, or of any felony involving the use of an automobile that resulted in serious personal injury to another person. You will also be disqualified if the Company's insurance carrier deems you to be uninsurable due to your driving record prior to being hired by the Company, or if, at the Company's sole discretion, your driving history indicates that you pose an unreasonable risk of harm to the motoring public. You may also be disqualified from driving after becoming employed if your present driving record renders you uninsurable by the Company's insurance carrier.

If you are driving a personal vehicle for work, you will be required to provide proof to the Company that you have in existence automobile insurance on the vehicle which you intend to drive as part of your job, at levels that meet or exceed the minimum legal requirements of the state in which you reside. You must maintain this coverage while you are employed in a position which requires driving as part of the job.

You will also be required to maintain an acceptable driving record, as determined by the Company, in its sole discretion. The Company believes that how you drive on your personal time may be a good indicator of how you will drive while on the job. Therefore, the Company will consider your entire driving history and record of convictions, not just your driving history and convictions that relate to driving while on Company time or while using a Company vehicle.

If you are arrested for driving under the influence of drugs or alcohol, or any felony involving the use of an automobile that results in serious personal injury to another person, whether the arrest occurred while on the job or while on personal time, then you must report the arrest to your immediate supervisor. Upon notification, you will be placed on an unpaid administrative leave of absence while

the Company determines whether you pose a threat of harm to the motoring public. You will not be permitted to drive a Company car or drive as a part of your job until the threat is assessed and appropriate action, if any, is taken by the Company. (This does not mean you will automatically lose your job.) You must provide the Company with the case caption, case number, and court in which the charges are pending as soon as you are made aware of this information, and you must keep the Company apprised of the status of those charges and the proceedings against you while you are on an administrative leave of absence. Failure to alert the Company to you having been arrested as required above and failure to keep the Company apprised of your situation will reflect extremely poorly on you and, absent reasonable explanation, may result in discipline in and of itself.

### ***Requirements for Drivers of Personal, Rental, and Company Cars***

The rules set forth below, which are not exhaustive, must be followed anytime you are driving on Company business (not your commute to and from work). Failure to comply with these rules may lead to discipline up to and including immediate termination.

1. If you are involved in an accident you must report the accident, regardless of severity, to your immediate Supervisor. The report must be made as soon as possible and preferably from the scene, unless you are injured, making immediate reporting impractical.
2. If you receive a ticket, you must report the ticket to your immediate Supervisor no later than the next business day. If you receive a ticket, you may be disciplined, up to and including immediate termination.
3. Use of alcohol, drugs (including medical marijuana), or other substances that in any way impair driving ability, is prohibited.
4. You are prohibited from driving when your ability to do so safely has been impaired by illness, fatigue, injury, or prescription medication, including medical marijuana.
5. You must wear a seat belt at all times and you must make sure that your passengers wear a seat belt too.
6. Driving requires significant attention. Multitasking while behind the wheel poses a threat to you and your fellow drivers. According to the National Highway Traffic Safety Administration, distracted drivers account for a significant percentage of all vehicle crashes. While driving you are prohibited from engaging in other activities that distract you from the safe operation of your car. What distracts one person, may be different from what distracts another. However, regardless of your attention level, you are not permitted to drive while writing or reading information (other than reading information from map or GPS directions), sending or reading emails, texts, or instant messages, or searching the internet. Put simply, use your common sense and don't drive while engaging in other distracting activities.
7. Except for extremely limited situations and as permitted by law, you are expected to refrain from using a cell phone for any reason (phone calls, texting, emails, photos, etc.) while driving. However, if acceptance of a call is unavoidable and pulling over to the side of the road is not an option, you are required to keep the call short, use hands-free options, refrain from dialing while driving, and keep your eyes on the road.

8. Under no circumstances are you allowed to place yourself or others at risk to fulfill business needs. Special care should be taken in situations where there is heavy traffic, inclement weather, or where you are driving in an unfamiliar area.
9. Many states and municipalities have recently passed legislation limiting and/or prohibiting the use of cell phones and other distracting activities while driving. **It is your responsibility to learn and comply with the laws of the states and cities in which you travel.**
10. You are expected to follow all driving laws and safety rules such as adherence to posted speed limits and directional signs, and use of turn signals etc.
11. You are prohibited from engaging in confrontational or offensive behavior while driving.
12. You are prohibited from having a radar detector in the car.
13. You must keep your car clean (interior and exterior) to help maintain its good appearance for you and the Company. A clean vehicle makes a good impression on clients.
14. You must keep a copy of the Vehicle Registration and a copy of the insurance card in the car at all times.

#### ***Additional Requirements for Drivers of Company Vehicles and Rental Cars***

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using the Company's property, you are expected to safeguard, secure, exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. All vehicles kept off company property must be kept in a secured environment.

The employees with vehicle privileges are to use the Company vehicle as a tool to complete work on a daily basis. Under no circumstances are Company owned or leased vehicles to be used for personal use, and they should not be used during non-working hours without prior authorization from the Company. Non-employees are not allowed, under any circumstance, to ride in a Company vehicle or to drive a Company vehicle. Nor is the Company vehicle to be used beyond driving to and from work, for work purposes, or responding to an emergency call.

Seat belts must be worn at all times and hand-held cell/car phones are not to be used while operating the vehicle. If you must use your cell phone, you must pull over to the side of the road prior to speaking on the phone, texting, emailing or any other use of your cell phone. You must comply with all laws concerning the use of the vehicle, seat belts and cell phones.

At the time of resignation or termination, for any reason, the Company vehicle must be returned to the Company immediately.

The unauthorized, improper, careless, negligent, destructive, or unsafe use or operation of Company vehicles, as well as excessive or avoidable traffic violations, can result in disciplinary action, up to and including termination of employment.

**In addition, as a term and condition of employment with the Company, you agree to indemnify and hold harmless the Company in the event of a lawsuit resulting from your use of a company vehicle, company equipment, or in the event you are operating your own vehicle and are in an accident with a third party resulting in the institution of a lawsuit against the Company. You agree to pay the Company's attorneys' fees, costs, judgments, settlements and damages of any kind resulting from such lawsuit.**

### **3.24 POST JOB OFFER MEDICAL QUESTIONNAIRE**

In compliance with the Americans with Disabilities Act Amendments Act (ADAAA), once Banko Overhead Doors issues a conditional offer of employment, a medical history statement is required to be completed by all offerees. The answers to the medical history statement and any medical examination will be kept confidential and in separate files in compliance with ADAAA requirements. The job offer is conditioned upon satisfactory completion and review of this medical history statement; any required medical examination or follow up, and job assignment availability.

The purpose of this inquiry is: to determine whether the employee currently has the physical qualifications necessary to perform the job that has been offered; to determine whether and what accommodations may be necessary; and to determine whether he/she perform the job without posing a significant direct threat to the health and safety of others.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

**RECEIPT AND ACKNOWLEDGMENT OF COMPANY'S  
EMPLOYEE HANDBOOK**

I hereby acknowledge that I have received a copy of Company's Employee Handbook. I understand that it is my obligation to read the Handbook and to ask questions if necessary to ensure that I understand the Handbook. I expressly acknowledge reviewing the Equal Employment Opportunity, Non-Discrimination and Harassment-Free Workplace Policy contained in the Handbook.

I understand that nothing contained in the Employee Handbook, in any other materials provided to me, or in any communications with me create a contract or guarantee of continued employment. Instead, employment with the Company is on an at-will basis. This means that the employment relationship may be terminated at any time by either the Company or me, with or without cause. Any written or verbal statement to the contrary by any representative of the Company is invalid and cannot be relied upon. I understand that all new employees must complete a 90-day probationary period, but that even successful completion of the probationary period does not guarantee me future employment.

I understand that the Company has a legitimate interest in monitoring the work-related activities of its employees and the use of its telephones, computers and electronic communications service and storage systems. I consent to the Company's monitoring of any wire, oral or electronic communications which are made using any of the Company's wire, mechanical or electronic communications services or systems, or which take place during work time or on the Company property, in its sole discretion. I also understand that the Company may conduct video surveillance to ensure the health, welfare, and safety of all employees, patients and visitors, safeguard our facilities and equipment, and monitor enforcement of our personnel policies. I consent to video surveillance at any time the Practice may choose. I also consent to the Company's monitoring my cloud storage activity while on working time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

Date: \_\_\_\_\_