



# ***EMPLOYEE HANDBOOK***

2024

(Revision date: 11/1/2023)

## **Abstract**

This Company handbook contains information and data which are privileged, confidential, and/or proprietary. This information and data are commercially sensitive and/or financial in nature, is not made available for public review, and is submitted to the government on a confidential basis only in response to a specific government request. The information contained herein is protected, among other things, by the Trade Secrets Act, as codified, and any improper use, distribution, or reproduction is specifically prohibited. No license or right of any kind whatsoever is granted to any third party to use the information contained herein unless a written agreement exists between the companies and the third party which desires access to the information. The information contained herein is submitted to the government for purposes of review and evaluation in connection with the companies' response to the specific government request denoted herein. No other use of the information and data contained herein is permitted without the express written permission of the companies. Under no condition should the information contained herein be provided in any manner whatsoever to any third party without first receiving the express written permission of PCI Federal Services.

## Contents

- 1.0 Introduction ..... 4
  - WHO WE ARE**..... 5
  - MISSION**..... 5
  - VALUES**..... 5
  - PURPOSE OF THIS DOCUMENT** ..... 5
- 2.0 General Management Practices ..... 6
  - 2.1 EQUAL EMPLOYMENT OPPORTUNITY (EEO)/AFFIRMATIVE ACTION (AA)..... 6
  - 2.2 DRUG FREE WORKPLACE..... 7
    - 2.2.1 NOTIFICATION OF ARREST CONVICTION FOR ANY CRIMINAL DRUG VIOLATION ..... 7
    - 2.2.2 LEGAL USE OF PRESCRIPTION DRUGS..... 8
    - 2.2.3 EMPLOYEE ASSISTANCE PROGRAM ..... 8
  - 2.3 ANTI-DISCRIMINATION, HARASSMENT, AND RETALIATION IN THE WORKPLACE ..... 8
    - 2.3.1 DEFINITIONS: DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT..... 8
    - 2.3.2 SEXUAL HARASSMENT ..... 9
      - 2.3.2.1 Reporting Procedures and Investigation Guidelines ..... 10
      - 2.3.3 RETALIATION..... 11
  - 2.4 FILING FORMAL COMPLAINTS WITH THE COMPANY ..... 11
  - 2.5 DATING AND CONSENSUAL ROMANTIC RELATIONSHIPS ..... 13
  - 2.6 OCCUPATIONAL HEALTH AND SAFETY ..... 14
    - 2.6.1 COVID 19 ONSITE SAFETY REGULATIONS ..... 14
  - 2.7 INTERNET USE AND SECURITY..... 14
    - 2.7.1 PROHIBITED USES OF THE INTERNET, SYSTEMS AND COMPANY PROPERTY ..... 15
  - 2.8 PERSONAL DEVICES AND RECORDING ..... 16
  - 2.9 SECURITY POLICIES..... 17
    - 2.9.1 Weapons Policy..... 17
  - 2.10 ACCURATE AND COMPLETE ACCOUNTING ..... 17
- 3.0 Employment Practices and Policies ..... 17
  - 3.1 STANDARDS OF BUSINESS ETHICS AND COMPANY CODE OF CONDUCT ..... 18
    - 3.1.1 Professional Appearance/Dress Code ..... 19
    - 3.1.2 Remote Work Policy ..... 20
  - 3.2 PROFESSIONAL INTEGRITY ..... 20
    - 3.2.1 PROCEDURE FOR REPORTING OF ETHICAL VIOLATIONS ..... 20

- 3.3 TIMEKEEPING, SCHEDULES, AND ATTENDANCE ..... 21
  - 3.3.1 PROCEDURE FOR TIMESHEET SUBMISSION..... 22
  - 3.3.2 FALSIFICATION OF TIMESHEETS..... 22
  - 3.3.3 POLICY ENFORCEMENT ..... 22
  - 3.3.4 ATTENDANCE ..... 22
- 3.4 DISCIPLINE ..... 23
- 3.5 INTELLECTUAL PROPERTY ..... 23
- 3.6 CONFLICTS OF INTEREST ..... 24
- 3.7 EMPLOYEE CLASSIFICATIONS ..... 25
  - 3.7.1 INTRODUCTORY PERIOD OF EMPLOYMENT ..... 26
- 3.8 JOB TITLES AND RESPONSIBILITIES ..... 26
- 3.9 EMPLOYMENT RECORDS..... 27
  - 3.9.1 UPDATING EMPLOYEE RECORD INFORMATION ..... 27
- 3.10 BACKGROUND CHECKS ..... 27
- 3.11 EMPLOYMENT VERIFICATION ..... 27
- 3.12 SEPARATION OF EMPLOYMENT ..... 28
  - 3.12.1 REDUCTION-IN-FORCE ..... 28
- 3.13 TRANSFERS..... 28
- 4.0 Compensation and Benefits..... 29
  - 4.1 PAYROLL ..... 30
    - 4.1.2 OVERTIME..... 30
    - 4.1.3 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES..... 30
    - 4.1.4 WAGE GARNISHMENTS ..... 31
    - 4.1.5 PAY INCREASES/RAISES..... 31
  - 4.2 TIME OFF AND LEAVE..... 32
    - 4.2.1 MEAL AND REST BREAKS ..... 33
    - 4.2.1 HOLIDAYS..... 33
    - 4.2.2 VACATION ..... 34
      - 4.2.3.1 Exempt and Non-Exempt Employee Vacation (Not Inclusive of SCA) ..... 34
      - 4.2.3.2 Hourly SCA Employee Vacation ..... 35
    - 4.3.3 SICK/PERSONAL LEAVE ..... 35
    - 4.3.4 MILITARY/FEMA LEAVE..... 36
      - 4.3.4.1 Benefits During Military/FEMA Leave..... 37
    - 4.3.5 BEREAVEMENT LEAVE..... 37

- 4.3.6 JURY DUTY..... 37
- 4.3.7 EMERGENCY, WEATHER AND CLOSURES..... 38
- 4.3.8 LEAVE OF ABSENCE (LWOP AND FMLA) ..... 38
  - 4.3.8.1 Extended Leave Without Pay (LWOP)..... 38
  - 4.3.8.2 FMLA ..... 39
    - 4.3.8.2.1 Eligibility for Family and Medical Leave..... 40
    - 4.3.8.2.2 Notice Requirements for Family and Medical Leave..... 40
    - 4.3.8.2.3 General Policies for Family and Medical Leave ..... 40
    - 4.3.8.2.4 Substitution of Paid Leave ..... 41
    - 4.3.8.2.5 Intermittent Leave ..... 41
    - 4.3.8.2.6 Health Insurance During Leave..... 41
    - 4.3.8.2.7 State-Specific FMLA Leave Requirements ..... 41
- 4.4 DISABILITY LEAVE ..... 41
- 4.5 BENEFITS ..... 42
  - 4.5.1 OPEN ENROLLMENT..... 42
  - 4.5.2 HEALTH AND WELFARE – WAGE DETERMINATION ..... 42
  - 4.5.3 COBRA..... 42
  - 4.5.4 HIPAA ..... 43
  - 4.5.5 WORKERS’ COMPENSATION ..... 43
  - 4.5.6 EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT ..... 44
  - 4.5.7 JOB RELATED TRAINING ..... 44
- Receipt and Acknowledgement of Employee Handbook ..... 45

## 1.0 Introduction

Dear Team Members,

Ecke Holding Company LLC (doing business as PCI Federal Services) welcomes you to our family of employees. You are the most important asset we have. It is our employees who enable us to provide the best product(s), service(s), and customer satisfaction possible. This Employee Handbook is designed to assist in your understanding of the practices and policies that have helped us get to where we are today and assist you in being successful within the organization.

Our legacy of exceptional services makes us a trusted and recognized name in our industry. For years we have made smart business decisions necessary to ensure our success. The most recent decision was to hire you, and we are certain we made the right choice.

This Employee Handbook is written to help new and current employees be knowledgeable of PCI Federal Services companies' policies, procedures, and culture. Please take the time to read this handbook so you can understand who we are, what we do, and how you contribute to our collective success. The hard work and dedication of our employees PCI Federal Services companies is the foundation of our success and how we can build a great place to do work you are proud of.

Once again, welcome to the Company and best wishes for success during your employment. We are glad you have joined us in our mission, and we look forward to your contributions to reach your goals and do work we can both be proud of.

Best regards,

Cody Williamson  
CEO

Chad Klinck  
CFO

Tim Manning  
COO

**WHO WE ARE**

Ecke Holding Company LLC, doing business as Poarch Creek Indians Federal Services (PCIFS) was formed under the Poarch Band of Creek Indians Tribe to provide high quality products and services to Federal customers. Ecke is a Muskogee word for “mother” and reflects the role of the holding company. As the parent, Ecke/PCIFS provides a common connection and integration that enhances the core business operations across our family of companies. Our family of companies share and champion the common values of fairness, trustworthiness, commitment to something bigger than self, perseverance, respect for contributions, open and honest communications, collaboration, and open to new ideas, and accomplishments. These values are an essential ingredient for PCIFS companies for the delivery of exceptional services that exceed customer expectations.

**MISSION**

PCIFS is an organization dedicated to the delivery of quality products and services for its customers. We combine technical knowledge and skill with creative excellence.

**VALUES**

**Quality:** To execute our job to the highest standards and develop services and products free of defects and inaccuracies.

**Creativity:** To complete every task with comprehensive thought and imagination.

**Customer Satisfaction:** To meet and exceed the customer's expectations on every task.

**Productivity:** To do our work within the time permitted with precision.

**Ethics:** Employees of the Company have an uncompromising commitment to providing our customers with quality products and services, while meeting high moral and ethical standards in the performance of our jobs. Our commitment is to conduct business ethically and compliantly and to ensure all ethics and compliance issues are resolved appropriately according to our stated values, Code of Conduct, corporate policies, laws, and regulations throughout our operations.

**PURPOSE OF THIS DOCUMENT**

This Employee Handbook is a "living" document created to summarize the way we operate and serves as a basic communication tool and training resource. PCIFS periodically revises this manual to better reflect its goals and successful modes of operation. Employee contributions improve this handbook and help our Company continue to grow. Nothing in this document is intended to conflict with local, state, or federal law. In all cases these laws and applicable regulations take precedence.

**This handbook is not a contract for employment and does not contain any promises or contractual obligations.** Employment is at-will and can be ended by the employee or the Company at any time, with or without notice, and with or without cause.

The Company may change, modify, add to, delete from, or abolish any and all of these policies and procedures at any time without notice. Because management is committed to reviewing its policies and benefits continually, this guide is subject to interpretation, review, and change by management at any time. No guideline, policy, communication, or practice limits the reasons or procedures for termination or modification of the employment relationship.

The Employee Handbook and the information herein should be treated as company confidential. No portion of this handbook should be disclosed to others, except Company employees. If you have questions regarding the applicability of a policy or practice, you should address your specific questions to your Manager.

## 2.0 General Management Practices

### **SCA Employees and/or Employees Covered Under a Collective Bargaining Agreement:**

***Employees covered by the Service Contract Act, or a Collective Bargaining Agreement will be governed by those documents when applicable. Situations not addressed by the SCA, or a CBA will fall under the guidelines in this handbook.***

### **2.1 EQUAL EMPLOYMENT OPPORTUNITY (EEO)/AFFIRMATIVE ACTION (AA)**

PCI Federal Services is an equal opportunity employer. Accordingly, it is the policy of the Company that employees be able to enjoy a work environment that is free from all forms of unlawful discrimination. The Company is committed to ensuring all decisions regarding recruitment, hiring, promotion, assignment, training, termination, and other employment matters are made without unlawful discrimination on the basis of race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, physical disability, pregnancy, mental disability, or any other factor protected by state, federal or local laws which cannot lawfully be used as a basis for an employment related decision.

The Company is committed to complying fully with the Americans with Disabilities Act Amendments Act (ADAAA) and ensuring equal opportunity employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis and provide individuals with disabilities meaningful employment opportunities. The Company is committed to taking actions necessary to ensure equal employment opportunities for persons with disabilities in accordance with the ADA/ADAAA and all other applicable federal, state, and local laws.

Employees should contact their manager or the Corporate HR Office to report any incident of noncompliance with any aspect of the Company's Equal Opportunity Policy. The Company prohibits all forms of retaliation against any employee for filing a complaint under this policy or for assisting in an investigation.

Equal Employment Opportunity (EEO) is governed by Title VI and VII of the Civil Rights Act of 1964; Executive Order 11246 as amended by Executive Order 11375; the Age Discrimination Acts of 1974 and 1975; the Vietnam Era Veterans Readjustment Assistance Act of 1974; the Rehabilitation Act of 1973; the Pregnancy Discrimination Act of 1978; the Americans With Disabilities Act of 1992; as well as other applicable federal, state, and local laws.

This policy pertains, so far as the responsibility of this Company is concerned, to any arrangement under which employees, including apprentices and trainees, are selected, or referred for work. Any employee who violates this policy or our Equal Employment Opportunity policy will be subject to disciplinary action, up to and including termination of employment. Equally important is that all management personnel share in this responsibility. The affirmative action efforts of management and supervisory personnel are evaluated along with their other responsibilities and are treated as equally important in their total performance evaluation.

At **PCI Federal Services** we have zero tolerance for any type of discrimination or harassment against our employees by their peers, supervisors, customers, or vendors. This assurance is also reflected in our policies regarding: recruiting, advertising, hiring, placement, promotion, training, transfer, payment, benefits, termination and any relevant privileges and conditions of employment.

## **2.2 DRUG FREE WORKPLACE**

The Company is committed to keeping illegal drug use and alcohol abuse out of the workplace. Drug and alcohol use in the workplace endangers employees, public safety, company morale, and production. Furthermore, when reporting to work, it is the expectation of the Company that all employees are able to perform their job responsibilities in a competent and safe manner. Moreover, most states have passed acts requiring employers to adopt a drug free workplace policy. Accordingly, the following policy is implemented in accordance with the Drug-Free Workplace Act of 1988 to help ensure and maintain a drug-free, healthful, safe, and secure working environment.

For the purpose of this policy, the definition of a "drug" includes alcoholic beverages, inhalants, illegal drugs, and the improper use of prescription medications according to Federal laws.

The unlawful manufacture, distribution, dispensation, possession, or use of a drug on company or customer premises or while using a vehicle the Company is responsible for or which is being used for the Company's business is absolutely prohibited. No employee may use, possess, transfer, distribute, dispense, sell, attempt to sell, or be under the influence of alcohol, illegal drugs, or controlled substances while on premises (including parking areas and grounds) owned, used, or occupied by the Company; on customer-furnished premises; in locations where the Company is performing work; or while using a vehicle for which the Company is responsible or that is being used to conduct the Company's business. A drug will be considered an "illegal drug" if its use is prohibited or restricted by federal or state law and an employee uses or possesses the drug.

This conduct violates the Company's policy whether or not the employee's conduct is illegal and whether or not the employee is prosecuted or convicted. Violations of this policy will result in disciplinary action that, depending on the seriousness of the violation and the Company's discretion, may range from required participation and successful completion in a rehabilitation program to termination of employment. Depending on the circumstances, other actions may be taken against any violator of this policy, including notification of appropriate law enforcement agencies. The Company reserves the right to require drug testing on any employee at any given time during the course of employment and reserves the right to terminate any employee found in violation of the Drug and Alcohol Policy.

### **2.2.1 NOTIFICATION OF ARREST CONVICTION FOR ANY CRIMINAL DRUG VIOLATION**

Any illegal drug or illegal alcohol use, including arrests occurring when an employee is off duty in relation to illegal drug or alcohol use, is a violation of this policy. An employee shall notify their Manager in writing



of any criminal drug or alcohol arrest and/or conviction no later than five (5) calendar days after the arrest or conviction. Failure to do so will result in immediate termination of employment. The Company will, as required by the Drug-Free Workplace Act of 1988, report such convictions to the appropriate federal agency within ten (10) days of our learning of the conviction. Failure to notify will result in termination.

In the event of conviction or other clear evidence of guilt, the Manager will take appropriate personnel action, up to and including termination.

### **2.2.2 LEGAL USE OF PRESCRIPTION DRUGS**

The legal use of prescribed drugs is permitted on the job only when the prescription is issued to the individual user and does not endanger other individuals or interfere with job performance and when not prohibited by Federal or State law. Therefore, any employee who is taking any prescription drug which might impair safety, performance, or motor functions must advise their Manager before reporting to work under the medication. A failure to do so could result in disciplinary action and termination. Note that marijuana is currently prohibited by federal law.

### **2.2.3 EMPLOYEE ASSISTANCE PROGRAM**

The Company recognizes that alcohol and drug abuse addiction are treatable illnesses. We also recognize that early intervention and support improves the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Offers employees assistance with alcohol and drug problems through the Employee Assistance Program and is available through our third-party EAP provider.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **2.3 ANTI-DISCRIMINATION, HARASSMENT, AND RETALIATION IN THE WORKPLACE**

The Company is committed to providing its employees with a professional and productive working environment where workers are treated with courtesy and respect. Therefore, it is the Company's goal to promote a workplace free of discrimination, harassment, and retaliation as we strive to create a productive, profitable, creative, comfortable, and casual atmosphere for our employees. This includes an atmosphere free from discrimination and harassment of any sort used to control, influence, or affect the emotional or physical well-being of another employee. It is expected that employees and management will treat each other with mutual respect and dignity. Furthermore, the Company prohibits unlawful discrimination, harassment, and retaliation by any supervisor, manager, co-worker, or any other third party that comes in contact with an employee.

### **2.3.1 DEFINITIONS: DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT**

#### **Discrimination:**

- It is a violation of this policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions, or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, physical disability, pregnancy, mental disability, or any

other factor protected by state, federal or local laws which cannot lawfully be used as a basis for an employment decision.

- Discrimination of this kind may also be strictly prohibited by a variety of federal, state, and local laws, including Title VII of the Civil Rights Act 1964; the Age Discrimination Act of 1975; and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.
- Discrimination in violation of this policy will be subject to severe sanctions up to and including termination.

Harassment, including sexual harassment, is prohibited by federal and state laws. This policy prohibits harassment of any kind, and the Company will take appropriate action swiftly to address any violations of this policy.

Harassment consists of verbal or physical conduct that denigrates or shows hostility or aversion toward an individual, unreasonably interferes with an individual's work performance, or otherwise adversely affects an individual's employment opportunities and is motivated by their race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, military association, physical disability, pregnancy, mental disability or any other factor protected by state or federal law which cannot lawfully be used as a basis for an employment decision, or any other characteristic protected by law that has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Harassing conduct includes, but is not limited to, epithets, slurs, or negative stereotypes; threatening, bullying, intimidating, or hostile acts; denigrating or ethnic jokes; racial slurs; derogatory name calling; or any other offensive conduct that severely impairs an employee's ability to perform their job.

### 2.3.2 SEXUAL HARASSMENT

Sexual harassment, which is a form of sex discrimination, is also strictly prohibited under this policy. It is against the Company's policy for any employee to sexually harass another employee by making unwelcome sexual advances; requests for sexual favors; engaging in verbal or physical conduct of a sexual nature; making submission to or rejection of such conduct a basis for employment decisions affecting the employee; or creating an intimidating, hostile, or offensive working environment by such conduct. Sexual harassment refers to behavior, which is not welcome, is personally offensive, fails to respect the rights of others, and/or interferes with an employee's work performance.

There are two types of sexual harassment:

- **Quid pro quo** harassment is when submission to or rejection of harassment is used as the basis for employment decisions such as raises, promotions, and better working hours. Therefore, only someone in a supervisory/management capacity or with the authority to grant such benefits can engage in quid pro quo harassment.
- **Hostile work environment** harassment occurs when the harassment creates an offensive, hostile, or intimidating working environment. A hostile work environment can be created by anyone in the work environment—supervisors/managers, co-workers, or customers. Hostile work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or unwelcome physical contact. Texts, e-mails, cartoons, or posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category.

Sexual harassment can take many forms. The above examples of sexual harassment and are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.

### *2.3.2.1 Reporting Procedures and Investigation Guidelines*

Employees have the responsibility to report any incident of discrimination or retaliatory harassment to management's attention. All managers are required to immediately report any incident of discrimination, harassment, or retaliation to the Corporate HR Director or a Corporate Officer.

If an employee feels that he or she has been discriminated against, harassed by, or retaliated against by another employee because of race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, physical disability, mental disability, or any other factor protected by state, federal, or local laws, the employee should first consider letting the harassing person know of your objections, if possible. If it is difficult to do so or the discussion does not produce results, the Company has established the following procedure for reporting a complaint of harassment, discrimination, or retaliation:

- Report your concerns in writing by completing the “**Discrimination & Harassment Complaint Form.**”
- Submit your completed form to your Manager.
- Upon receiving your complaint form, your Manager will review your concern with the Corporate HR Director.
- Within five (5) working days of receiving the complaint, the Manager, Corporate HR Director and/or a designated investigator will initiate the investigation, which will be inclusive of—but not limited to—interviewing the employee who submitted the complaint, the employee charged in the complaint, and any witnesses identified in the complaint and/or in the course of the investigation.
- All parties involved in the investigation will be given due process. The investigation will include a thorough review of files and other tangible evidence so as to reach reasonable conclusions based on the evidence collected. The investigator(s) will make every reasonable attempt to resolve any questions of credibility rationally and objectively between the complaining and the accused employees.
- Within 15 business days of the complaint being filed, the Manager and/or the assigned investigator will submit their written report of their findings to a corporate officer. **Exception:** If extenuating circumstances dictate that additional investigatory time is needed, the corporate officer or assigned investigator will notify the employee who filed the complaint in writing that additional time is needed to thoroughly investigate their concerns.

**Investigatory Findings.** Depending on the results of the investigation, one of the following three outcomes could occur:

- **Investigatory Findings—Violation of Policy is Conclusive:** If it is determined that a violation of this policy occurred, the Manager will recommend appropriate disciplinary action which will depend on several factors that include but are not limited to: The severity, frequency, and pervasiveness of the conduct; how similar behavior has been handled in the past; and the level of proof that substantiates the policy violation.
- **Investigatory Findings—Inconclusive:** If the investigation findings are inconclusive, the Manager may make recommendations to address identified problematic behavior that may have occurred.

- **Investigatory Findings—No Violation:** If the investigations findings determine there was no policy violation, the Manager or the investigator who conducted the investigation will advise the employee who filed the complaint and the employee charged in the complaint in writing, stating that no violation was determined.

The employee filing the complaint and the employee being charged in the complaint may submit statements to the Corporate HR Director challenging the findings of the investigation within 10 working days of being advised of the findings.

The investigation of alleged violations of this policy will also be initiated by the Corporate HR Director or assigned investigator when a Manager advises that they are aware of harassment, discrimination, or retaliatory behavior either from personal observation or as a result of an employee coming forward. All employees are expected to cooperate fully with such investigations.

- Individuals who make false statements during the course of an investigation or fail to cooperate fully may be disciplined, up to and including termination of employment.
- Anyone found to be engaging in discriminatory, harassing, or retaliatory behavior will be subject to disciplinary action, up to and including termination of employment.

All employees, regardless of their position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur.

**Confidentiality** - Due to the complaint process, the confidentiality of the information received, and the privacy of the individuals involved will be protected to the greatest extent possible and according to any existing state or federal law.

### **2.3.3 RETALIATION**

The Company will not retaliate or allow retaliation against anyone who complains of harassment or discrimination, assists in a harassment or discrimination investigation, or files an administrative charge or lawsuit alleging harassment or discrimination.

Retaliation or attempted retaliation is a violation of this policy. Any person who is found to have violated this aspect of the policy will be subject to discipline, up to and including termination of employment.

### **2.4 FILING FORMAL COMPLAINTS WITH THE COMPANY**

It is the policy of the Company to provide a Formal Compliant Process for all employees to voice concerns, problems, and/or complaints. Any formal complaint brought to the attention of management through this process will be investigated thoroughly and resolved.

The Formal Complaint Process is intended to be used for issues such as conflicts with supervisors or coworkers, concerns about policies or discipline, and so on.

**Employees do not need to follow this process to report discrimination, harassment, or retaliation.** In those cases, employees should contact the Corporate HR Director. For additional details on the investigation of allegations related to harassment, discrimination, or retaliation, please refer to the policy ***“Discrimination and Harassment in the Workplace.”***

In all cases, confidentiality will be maintained to the greatest extent possible when investigating workplace concerns and/or allegations of discrimination, harassment, retaliation, or illegal activity. The Formal Complaint Process is outlined below.

### Step 1

**Employee:** Fill out the “**Workplace Incident/Concern Investigation Form**” and submit it to the immediate supervisor. *If the conflict involves the immediate supervisor or Manager, the employee may begin the complaint process with the next level of management. Refer to Steps 2 and 3.*

**Immediate Supervisor:** Within five (5) workdays, notify the employee in writing of the decision, or notify the employee of additional time needed to investigate further.

### Step 2

**Employee:** If the employee is unsatisfied with the immediate supervisor’s response, he or she should add remarks and send the report within five (5) workdays to the next highest level of management in the area.

### Step 3

**Employee:** If the employee is unsatisfied with the Program Manager’s response, he or she should add remarks and send the report within five (5) workdays to a corporate officer for review and response.

**Corporate HR Director:** The employee and Manager will receive a copy of the form with the reply. A third copy will be kept in Human Resources for filing.

**President and/or CEO:** The President/CEO or designee will render a decision in writing or may call a meeting to discuss the matter. The decision reached at this step is final. All parties will be fully informed of the final action taken.

### Additional Information

The **Workplace Issue/Concern Investigation Form** can be obtained from your direct leadership or Human Resources. Reports must be fully completed and signed by the employee to be officially considered. In cases of extenuating circumstances, and in the interest of adequate answers or solutions, time limits may be extended.

- Should the complaint form be used to express disagreement with a company policy or practice, the employee is expected to comply with the disputed policy or practice until the disagreement is resolved or the policy or practice is changed.
- If an employee feels uncomfortable presenting a matter at a particular step because the person responsible for receiving complaints at that step is directly involved in the matter, the employee may bypass that step.
- No employee shall be penalized for using the Formal Complaint Process. The complaint process must not be used for unfounded complaints, or as a means to harass a co-worker or Manager.

Employees with questions about this policy may contact a corporate officer or the Corporate HR Department. Additionally, for more detail on who to contact in having your issues and concerns address, please review the flowchart “**Employee Issues or Concerns**” which can be obtained from your direct leadership or Corporate Human Resources.

## 2.5 DATING AND CONSENSUAL ROMANTIC RELATIONSHIPS

The Company strives to provide a collegial work environment that is respectful and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, to assist with preventing conflicts and maintaining a productive and friendly work environment.

The Company respects all employees' right to privacy and freedom to choose personal relationships. Therefore, the following are guidelines to minimize the risk of preferential treatment or the appearance of preferential treatment that could arise from dating or other personal relationships between employees, supervisors, and their direct reports, and/or employees and customers/stakeholders:

### Procedure

A "personal relationship" is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for or supervise the employee with whom he or she is involved.

- Mature discretion and sound judgment are expected among employees who choose to date or have personal relationships with other employees, customers, or stakeholders.
- Dating and/or personal relationships should not impact productivity and professionalism in the workplace.
- Problems that arise from dating or personal relationships which impact the workplace productivity, environment, and/or professionalism will be addressed based on the specifics of the individual situation and guidelines will be implemented to resolve the matter.
- Dating between a member of leadership and their subordinates or between employees and customers or stakeholders is discouraged. When such relationships occur, the following actions are required:
  - a. Notify your immediate Manager of the relationship.
  - b. Participate in good faith efforts with your Manager to develop an action plan to address concerns of impacted employees.
  - c. Comply with your Manager's decisions regarding transfer or movement to a position or department that eliminates the conflict of interest of the relationship.
- Examples of relationships that create a conflict of interest include but are not limited to the following:
  - a. An employee who has direct or indirect authority over the other employee
  - b. An employee who is involved in evaluating the performance of, or making recommendations or determinations concerning compensation, promotion, discipline, or termination of, the other employee.
  - c. An employee who has access to confidential or sensitive information that can impact the other employee's employment.
  - d. An employee dating a customer or other stakeholder who shares confidential, sensitive, or proprietary information related to the contract, customer, or organization.

Failure to comply with these guidelines may result in disciplinary action, up to and including termination of employment. Also refer to the "Conflict of Interest" policy and Personal Non-Disclosure Agreement (PNDA).

## 2.6 OCCUPATIONAL HEALTH AND SAFETY

Safety is an essential element in any organization because it fosters an environment where employees can perform quality work at a well-managed, cost-effective, safe worksite. It is the Company's policy to:

- Provide, as far as is reasonably practical, safe working conditions and a healthy environment.
- Provide health and safety training or instruction as necessary to personnel at all levels, based on the type of work being performed.
- Provide means of consultation on health and safety matters for all employees when needed.
- Provide written instructions as necessary to assist in the regulation of health and safety practices and operations specific to government or customer sites where the Company's employees may be assigned, including those that pertain to the federal Occupational Safety Health Administration (OSHA) requirements.
- Promote personal responsibility and effort on the part of employees at all levels to avoid and prevent health hazards and injuries to themselves, or other employees and members of the public.

Employees must adhere to all OSHA, federal, and state regulations and comply with the following general rules: **(For additional questions, please see your immediate supervisor.)**

- Each employee is expected to perform his or her work in a safe and health-conscious manner and exercise sound judgment to mitigate injury risks.
- All accidents or injuries must be reported immediately to their supervisor or another member of leadership.
- Horseplay and practical jokes in work areas will not be tolerated.
- First aid kits are available in designated areas.
- Smoking is prohibited in all areas throughout the premises, except for designated areas outside the building.
- Employees are to be careful with their hands when operating any machinery to avoid injury.
- It is against company policy to text while driving on any company related business or in a company rented or owned vehicle.

Employees are responsible for working as they are instructed to safely produce a quality product or service. Employees are also responsible for reporting unsafe conditions or practices to management. It is then management's responsibility to act as the conditions warrant.

Employees who sustain an occupational injury or illness will be compensated in accordance with the State Workers' Compensation Act. In order to receive such benefits, the employee must provide the appropriate notification and medical reports. **See the Workers' Compensation section in Section 4 of this document.**

### 2.6.1 COVID 19 ONSITE SAFETY REGULATIONS

All employees (whether vaccinated or unvaccinated) must follow safety protocols established by their current worksite.

## 2.7 INTERNET USE AND SECURITY

(For complete requirements and details, also see the [Corporate Information Technology Policy Manual](#) indicating "Internet Use" and "Acceptable Use" Policies)

Access to the Internet is provided to employees for the benefit of the Company and its customers and clients. Therefore, every employee has a responsibility to maintain the Company's image and to use the Internet in a productive and useful manner.

All data stored on the Company's or government computers, media, and hard drives are the property of the Company and its customers and shall be treated as "company confidential" information and controlled and safeguarded accordingly. Employees may use the Internet to increase productivity. If you are using an Internet service paid for by the Company or its customers, you are expected to use it only for business purposes. Company facilities (such as phone lines, ISP accounts, modems, or hard drives) are to be used for only company-related purposes.

Employees are expected to comply with all company and government policies applicable to the Internet, such as confidentiality, harassment, copyright, security, non-solicitation policies, and/or policies relating to the use of company facilities.

#### **2.7.1 PROHIBITED USES OF THE INTERNET, SYSTEMS AND COMPANY PROPERTY**

Under no circumstances is an employee of the Company authorized to engage in any activity that is illegal under local, state, federal or international law while utilizing Company-owned resources.

Additionally, under no circumstances is an employee of the Company authorized to travel with their laptop containing ITAR (International Traffic in Arms Regulations) data. This is a direct violation of Department of Defense regulation [225.7901 Export-Controlled Items](#). Please consult your Manager before traveling international with company-owned laptops.

At no time and under no circumstances shall pornographic, sexually explicit, or harassing materials to be sent or knowingly received using company or government facilities. The Information Technology Department shall block access to Internet websites and protocols that are deemed inappropriate for the Company's operational environment.

Additionally, employees may not access the Internet using company or government equipment at any time for any of the following purposes:

- To visit websites that feature pornography, gambling, illegal drug related or violent images, or that are otherwise inappropriate in the workplace.
- To operate an outside business, solicit money for personal gain, or to otherwise act for personal financial gain.
- To download software, articles, or other printed materials in violation of copyright laws.

**Internet Use Is Not Private:** The Information Technology Department shall monitor Internet use of all computers and devices connected to the corporate network. For all traffic, the monitoring system must record the source IP Address, the date, the time, the protocol, and the destination site or server. Where possible, the system will record the User ID of the person or account initiating the traffic. Internet Use records must be preserved for a minimum of 180 days.

Although Internet access is for company business, brief and occasional personal use of the Internet is acceptable as long as it is not excessive or inappropriate. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for



creating guidelines concerning personal use of the Internet/Intranet/Extranet systems. In the absence of such policies, employees should be guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

For example: employees may use the Internet and phone to conduct a reasonable amount of personal business, such as making doctor appointments, communicating with teachers about their children, or contacting family members in an emergency.

Employees have no privacy while using electronic communications and The Company reserves the right to access and monitor all messages and files on company or government computer systems at any time without notice. The Corporate IT team will verify compliance to this policy through various methods, including but not limited to, periodic walk-through, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner. Employees who violate this policy may be subject to disciplinary action up to and including termination.

## **2.8 PERSONAL DEVICES AND RECORDING**

This policy applies to all Company employees. The purpose of this policy is to establish guidelines for the use of personally owned mobile communication devices and recording devices in the workplace. This policy also serves to eliminate the chilling effect that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue when sensitive or confidential matters are being discussed.

**Mobile Communication Device:** A mobile communication device is defined as any cell phone, pager, personal digital assistant, MP3 player, headphone, Bluetooth device, or other wireless device that could be used to access the Company's network.

Employees are required to exercise discretion and restrict the use of personal mobile communication devices in the workplace. Employees should avoid excessive calls via personal mobile communication devices. For safety purposes, employees must follow state laws that require the use of hands-free equipment when driving on company business.

**Recording Device:** A recording device is a device used to intercept any wire, electronic, oral, or visual communication and includes, but is not limited to, mobile communication devices (including those with picture messaging), tape recordings, devices that can take photographs, and e-mails.

The Company does not wish to unreasonably constrain the use of these devices; however, it has a broader responsibility to ensure they are used in appropriate manner; ensure the integrity of proprietary information; preserve the privacy of employees and ensure that unauthorized surveillance does not breach the reasonable expectation of privacy in the workplace.

As a general rule, recording devices and camera-equipped devices are restricted in accordance with state and federal regulatory guidelines concerning unauthorized surveillance. Unauthorized use of cameras in the workplace or in areas where there is an expectation of privacy, such as restrooms, is not allowed.

**Recording Conversations:** It is expected that employees will respect the privacy of other individuals in the workplace. Secretly recording individuals without their knowledge is not compatible with the Company's mission to foster an exchange of ideas. It is a violation of company policy to record conversations with a

tape recorder or other recording devices (including a cell phone or any electronic device) unless prior approval is received from Corporate HQ leadership or all parties to the conversation.

Covert or secret recording of any conversation or meeting occurring in the workplace, including conversations or meetings that occur offsite that deal with workplace matters, is prohibited. Employees are also prohibited from arranging for others to record conversations, phone calls, or other work activities unless specifically permitted by the Company.

Furthermore, service contract employees working at federal locations may have additional policies that govern or prohibit the use of recording devices. Please contact your direct Manager for further details. Violation of this policy will result in corrective action up to and including discharge.

## **2.9 SECURITY POLICIES**

Violations of security regulations are serious and may prompt immediate, positive, corrective action by management. Disciplinary action will be based upon the circumstances of the violation and the security violation history of the employee involved. These policies serve as a guideline and the Company reserves the right to decide which action is appropriate for the severity of the violation.

The Company has established policies which provide for appropriate administrative actions against employees who violate the policies in this manual. The Company's management has established a graduated scale of disciplinary actions which would be applied in the event of employee violations or negligence. Depending upon the degree of its gravity, a serious first violation may warrant immediate termination of employment. Management has the option to accelerate the punishment imposed if it is determined to be in the best interest of the company to do so.

### **2.9.1 Weapons Policy**

"Dangerous weapons" including firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm are strictly prohibited on company grounds and client work sites. All employees are responsible for making sure that the workplace is safe.

PCI Federal Services reserves the right at any time and at its discretion to search all company-owned or leased vehicles, personal vehicles, containers, briefcases, purses, packages, and people entering the property, as well as lockers, desks and other areas for the purpose of determining whether any weapon is being, or has been, brought onto the property or premises in violation of this policy. Employees who fail or refuse to promptly permit a search under this policy will be subject to discipline up to and including termination.

## **2.10 ACCURATE AND COMPLETE ACCOUNTING**

Employees are responsible for accurate and timely recordkeeping for all company assets, liabilities, revenues, and expenses. Compliance with accepted accounting rules and controls is required. All books, records, and documents must accurately and completely describe the transactions they represent.

## **3.0 Employment Practices and Policies**

### **SCA Employees and/or Employees Covered Under a Collective Bargaining Agreement:**

***Employees covered by the Service Contract Act, or a Collective Bargaining Agreement will be governed by those documents when applicable. Situations not addressed by the SCA, or a CBA will fall under the guidelines in this handbook.***

**3.1 STANDARDS OF BUSINESS ETHICS AND COMPANY CODE OF CONDUCT**

The Company Code of Business Conduct covers a wide range of business practices and procedures. It does not cover every issue which may arise, but it sets out basic principles to guide all employees and officers of the Company. All our employees and officers must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The Code should also be provided to and followed by the Company’s agents and representatives. In addition, Company policies apply to various Company operations, and you need to know and follow those policies that apply to your Company work. (See the “Code of Conduct/Ethics Program Document” for the complete details regarding the Company Ethics program.)

The Company is dedicated to delivering best-value services and products based on innovation and creativity. The Company prides itself on the high standards of excellence embodied by our operating principles. We expect our employees to personify these ideals when dealing with people inside and outside the Company. We have an uncompromising commitment to providing our customers with quality products and services while meeting high moral and ethical standards.

Professional courtesy begins at the workplace. If employees, supervisors, and managers treat each other with respect and consideration, they will likely treat those outside the Company in a proper manner. The Company cannot thrive without the help and cooperation of all employees. The continuance of the friendly, cooperative, and productive spirit is everyone’s mutual responsibility. Your attitude towards the Company, your interest in your work, your respect for the property of others, and your consideration of the rights and feelings of shareholders, customers, and fellow employees plays a major role in the overall success of the Company. The Code of Conduct is intended to provide guidelines for the professional, ethical, legal, and socially responsible behavior we expect of our employees. (The complete Company Ethics Policy and Code of Conduct is included as a separate document for each employee’s signature upon joining the organization.)

The Company considers the rules of conduct to be an important aspect of each employee's job. They are a necessary part of managing our business so employees will be treated fairly and will be able to work safely and effectively. These rules apply to all employees. An employee who falls short of achieving acceptable standards of job performance or conduct will result in disciplinary action. In some cases, the violation may result in verbal or written warnings, suspension, or discharge. The type of action that an employee can expect will depend upon the seriousness and frequency of the infraction, the circumstances surrounding it, and the past record of the employee.

The following types of conduct are examples (and are not all inclusive) which do not meet the expectations of the Company Code of Conduct and may lead to disciplinary action up to an including termination:

<ul style="list-style-type: none"> <li>• Spreading of harmful gossip</li> </ul>	<ul style="list-style-type: none"> <li>• Inflicting harm or threatening harm</li> </ul>
<ul style="list-style-type: none"> <li>• Misuse/abuse of company property</li> </ul>	<ul style="list-style-type: none"> <li>• Insubordination/improper conduct toward a supervisor</li> </ul>

<ul style="list-style-type: none"> <li>• Rude or discourteous behavior towards customers or other employees</li> </ul>	<ul style="list-style-type: none"> <li>• Falsification of applications, time sheets, or any company record</li> </ul>
<ul style="list-style-type: none"> <li>• Any form of harassment or bullying of a coworker, shareholder, or customer</li> </ul>	<ul style="list-style-type: none"> <li>• Failure to keep accurate time records, or other violations of time keeping</li> </ul>
<ul style="list-style-type: none"> <li>• Removal of any company, customer or government property, data, or equipment</li> </ul>	<ul style="list-style-type: none"> <li>• Failure to observe company and general safety practices</li> </ul>
<ul style="list-style-type: none"> <li>• Failure to immediately report accidents or illnesses sustained on the job</li> </ul>	<ul style="list-style-type: none"> <li>• Installing personal, non-business or illegal software on company/customer computers</li> </ul>
<ul style="list-style-type: none"> <li>• Using e-mail or the Internet for unethical purposes</li> </ul>	<ul style="list-style-type: none"> <li>• Theft, destruction or unauthorized removal of company/customer data, records, property, or equipment</li> </ul>
<ul style="list-style-type: none"> <li>• Disclosure of any information of a confidential, proprietary, or private nature</li> </ul>	<ul style="list-style-type: none"> <li>• Dishonesty or misrepresentation in relations with the Company or customer</li> </ul>
<ul style="list-style-type: none"> <li>• Excessive absenteeism or tardiness</li> </ul>	<ul style="list-style-type: none"> <li>• Below standard quality of work</li> </ul>

**3.1.1 Professional Appearance/Dress Code**

It is the policy of the Company that each employee’s dress, grooming, and personal hygiene should be appropriate to the work situation.

(1) At all times, employees are expected to present a professional, businesslike image to customers, prospects, and the public. Appropriate and acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Company. Radical departures from conventional dress or personal grooming and hygiene standards are not permitted.

(2) Office workers and any employees who have regular contact with the public must comply with the following personal appearance standards:

- Employees are expected to dress in a manner that is normally acceptable in similar business establishments. Employees should not wear halter tops, jeans, athletic clothing, shorts, flip-flops, T-shirts, novelty buttons, baseball hats, and similar items of casual attire that do not present a businesslike appearance.
- Hair should be clean, combed, and neatly trimmed or arranged.
- Sideburns, moustaches, and beards should be neatly trimmed.
- Tattoos and body piercings (other than earrings) should not be visible.

(3) Employees who do not regularly meet the public should follow basic requirements of safety and comfort and should still be as neat and businesslike as working conditions permit.

(4) Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms, depending on the nature of their job.

(5) On special occasions, the Company may allow employees to dress in a more casual fashion than is normally required. On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.

(6) Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Nonexempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time

missed because of failure to comply with this policy. Violations of this policy also will result in disciplinary action.

**3.1.2 Remote Work Policy**

- (1) **Professionalism:** Working at home requires the exact professional requirements for tone, language, and behavior as working in the office. Dress Business Casual. Choose clothing that looks professional and polished. Present a polished appearance by paying attention to grooming needs, including makeup, hair, and facial hair.
- (2) **Setting Up and Maintaining a Home Office:** Choose the right location for your home office. Select a quiet, well-lit area that is away from distractions and background noise. Obtain a reliable internet connection, laptop, headset, and webcam. Choose ergonomic furniture. Test different home office set-ups to find the most efficient choice.
- (3) **Video Call Standard:** Choose a well-lit and quiet space. Test technology before a meeting takes place. Ensure the internet connection, microphone, and camera are working correctly. Backgrounds for video calls should be either the company’s green screen background, a pre-loaded Teams background, or in a professional looking space. Choose an area that is clutter-free for the meeting. Maintain eye contact with the camera. Speak Clearly. Use positive body language. Avoid slouching and sit up straight. Avoid multitasking during the meeting. Be on time for the meeting. Join the call a few minutes early to test your audio and video settings.

**3.2 PROFESSIONAL INTEGRITY**

Employees should strive to conduct all business dealings and relationships with integrity, honesty, and respect for others. Employees should loyally and faithfully serve our principles and always deal fairly and honestly with customers and others with whom we do business. No employee should knowingly permit any transaction to occur that is not fair to our principles and customers alike.

Relationships with customers, manufacturers, suppliers, competitors, and employees are to be based on fair dealing; on fair competition in quality, price, and service; and on compliance with applicable laws and regulations.

Employees are responsible for maintaining high standards of honesty, ethics, integrity, and confidentiality at all times and for ensuring that all business transactions are conducted professionally and in the best interest of the Company, its employees, its customers, and its shareholders.

**3.2.1 PROCEDURE FOR REPORTING OF ETHICAL VIOLATIONS**

The Company has engaged Lighthouse Services LLC to provide an anonymous ethics and compliance hotline for employees of all PCI Federal Services companies. Employees are encouraged to use the hotline service in cases where their anonymity is desired. Please follow the company standard practices for all reports or issues not requiring anonymity. Reports may cover but are not limited to the following topics:

- |                           |                        |
|---------------------------|------------------------|
| Ethical Violations        | Wrongful Discharge     |
| Unsafe Working Conditions | Internal Controls      |
| Quality of Service        | Vandalism and Sabotage |
| Sexual Harassment         | Theft                  |

Discrimination	Conduct Violations
Alcohol and Substance Abuse	Threats
Fraud	Bribery and Kickbacks
Conflict of Interest	Improper Conduct
Theft and Embezzlement	Violation of Company Policy
Violation of the Law	Misuse of Company Property
Falsification of Contract, Reports or Records	

Please note, any information provided by you may be the basis of an internal and/or external investigation into the issue you are reporting, and your anonymity will be protected to the extent possible by law by Lighthouse. However, your identity may become known during the course of the investigation because of the information you have provided. Reports are submitted by Lighthouse to a Company designee for investigation according to our organization's policies.

Lighthouse Services' toll-free number and other methods of reporting are available 24 hours a day, 7 days a week for use by employees and staff.

- **Website:** [www.lighthouse-services.com/pcfederalservices](http://www.lighthouse-services.com/pcfederalservices)
- **App: Anonymous Reporting** Keyword: [www.lighthouse-services.com/pcfederalservices](http://www.lighthouse-services.com/pcfederalservices) ○ Detailed instructions [here](#) (<https://www.lighthouseservices.com/StandardCustomURL/LHILandingPage.asp>)
- **Telephone:**
  - English speaking USA and Canada: (855) 222 – 0672 ○
  - Spanish speaking North America: (800) 216 – 1288
- **E-mail:** [reports@lighthouse-services.com](mailto:reports@lighthouse-services.com) (Must include your company name with report)
- **Fax:** (215) 685 – 3885 (Must include your company name with report.)

It is important to understand the hotline is not a “big brother tool” but a positive way to maintain a culture of integrity. Your leadership team supports employees coming forward with ethical or company code of conduct concerns you may have. (The complete Company Ethics and Code of Conduct Document can also be accessed on the Lighthouse website as indicated.)

### 3.3 TIMEKEEPING, SCHEDULES, AND ATTENDANCE

The basic day of work for full-time employees is eight (8) hours, not including the meal period with 40 hours worked per work week and 80 hours per payroll period every two weeks. The work week is typically Monday (12:00 a.m.) through Sunday (11:59 p.m.). However, some contracts and offices have location specific schedules including a 9/80 schedule which may result in a different work week. Your Manager will advise as to the work week for specific contracts.

Various factors, such as workload, operational efficiency, and staffing needs, may require variations in an employee's starting and quitting times and total hours worked each day or each week. The Company also reserves the right to assign employees to jobs other than their usual assignments when it is required to meet contract production requirements. In addition, employees may be required to work overtime or work hours other than those normally scheduled whenever necessary.

Employees may be allowed to adjust their starting and quitting times to suit customer requirements or temporarily assist with personal schedule needs. All such work week changes will be at the discretion of your supervisor. This section outlines the Company's timesheet policy and procedure. This applies to both exempt and non-exempt employees.

Due to the unique work schedules throughout Company locations and service contracts, an accurate timesheet is essential to ensure efficient use of company resources, effective monitoring of timesheet completion, and correct payments to staff.

### **3.3.1 PROCEDURE FOR TIMESHEET SUBMISSION**

It is the responsibility of each individual employee to complete an accurate and timely timesheet. Daily recording **of actual hours worked must be recorded at the end of each workday and submitted weekly.** There are no circumstances for timesheets be banked, held back, or backdated for any work undertaken.

- Employees who work on projects must indicate the project name on the timesheet next to the hours worked on that project. Additionally, applicable project timers should be utilized for each project as well.
- Employees who are out on leave will have their timesheets completed by their direct supervisor or another member of leadership at their location.

### **3.3.2 FALSIFICATION OF TIMESHEETS**

Under no circumstances should an employee falsify his or her own timesheet or encourage a fellow employee to do so on their behalf. **This also includes completion of timesheets in advance for work that may be authorized but not yet completed.**

It is the responsibility of the employee to submit correct timesheets. Falsification of submitted timesheets is considered a violation of our ***Rules of Conduct Policy*** and disciplinary action will be taken.

### **3.3.3 POLICY ENFORCEMENT**

Failure of an employee to submit a timesheet when required or the submission of a fraudulent timesheet may result in disciplinary action up to and including termination.

### **3.3.4 ATTENDANCE**

For employees to effectively achieve their personal career objectives and for the Company to meet its business goals, it is required that everyone work the hours normally scheduled for his or her position. Every employee is expected to report for work regularly and on time. When employees fail to do this, it often becomes necessary to rearrange job tasks and replace personnel in order to maintain continuity of operations.

- Employees are required to notify their immediate supervisor within the first hour of their scheduled start time on the first day of any absence and on each day thereafter. Based on the anticipated duration of the leave, the supervisor may establish when the next contact from the employee is expected.
- An absence that is not reported will be considered unauthorized.

- An employee who is absent from work for three or more consecutive days without notifying his or her supervisor and without providing acceptable reason failing to notify the Company will be considered to have resigned from the Company.
- Anticipated leave time must be scheduled in advance and approved by the employee's supervisor prior to intended leave.
- An employee taking sick leave greater than three days should include documentation from a healthcare professional.

### **3.4 DISCIPLINE**

All employees are expected to behave in an orderly, courteous, and positive manner and to fulfill the obligations of their job. If an employee violates Company rules of conduct or compromises the success of a contract, their immediate supervisor will communicate with the employee in accordance with these general guidelines.

The object of disciplinary action is to correct problem situations and mistakes and to bring about a desired change in job performance or behavior while minimizing employees' loss of dignity and self-esteem. When it is in the best interest of the Company or its customers, the Company will apply corrective discipline in progressive steps.

With the exception of willful, consequential, serious, or repeat offenses that were committed after warning, where the Company determines that immediate dismissal is appropriate, the progression of disciplinary action MAY be taken as follows:

- Verbal or written warning.
- Probation, corrective action, or improvement plans.
- Termination of employment.

Be aware that the steps listed above are at the sole discretion of management and are determined on a case-by-case basis. When it is determined an employee's action, behavior, or attitude is compromising Company interests, the employee can be terminated without providing a warning or following any disciplinary steps and it will be considered "termination with cause."

Disciplinary actions will be handled on a fair and equitable basis and will be handled case-by-case at the discretion of management. Management will be non-discriminatory and reasonable in deciding the appropriate level of response to the problem situation. Employees will be discharged when it is determined by management to be in the best interest of the Company or our customers.

Corrective actions are NOT to be expected by employees and are at the sole discretion of management. Corrective actions will be allowed ONLY when management believes taking corrective steps will result in desirable outcome AND when corrective action does not result in decreased customer satisfaction and job performance AND when it is in the best interest of the Company.

### **3.5 INTELLECTUAL PROPERTY**

The term "intellectual property" includes, but is not limited to, all of the Company's information, data, trade secrets, processes, procedures, discoveries, and inventions (whether patentable or not); Company owned or developed computer hardware and software; computer systems information, documentation



and manuals; names or lists of the Company's customers or vendors and their special requirements for service and products; company employees and their special skills and knowledge; and all formulas, techniques, processes, devices, marketing plans, strategies, forecasts, and compilations of information used by the Company which are or may be valuable to the Company or which are related to the actual or anticipated business or research of the Company. An employee who transfers or copies any intellectual property other than for the benefit of the Company may be subject to immediate dismissal.

It is every employee's responsibility to protect the Company's intellectual property and failure to do so may result in dismissal. (For full requirements and details, also see the Corporate [Information Technology Policy Manual](#) indicating "Intellectual Property" Policies.)

- Only upon written request and approval from management may an employee use data created by the Company for the employee's personal portfolio.
- Copying or removing company or customer files without approval may result in immediate dismissal.
- Electronically providing company or customer files to other persons without authorization from management is prohibited and may result in immediate dismissal.
- All work created by employees is considered the sole property of the Company or their customer unless explicitly stated otherwise.

### **3.6 CONFLICTS OF INTEREST**

Any planned outside employment or work (paid or unpaid) must be discussed and approved in writing with management to ensure no conflict of interest exists prior to beginning work. Any unreported outside work is grounds for dismissal. The following are examples of conflicts of interest:

- Working, advising, or consulting with competitors or other companies whether self-employed or direct hire.
- Competing and/or related work, including any services, administrative or otherwise that the Company does.
- Any outside work with a current, future, or past customer that would affect the employee's ability to complete their PCI tasks and/or maintain integrity regarding their PCI duties.
- Ownership in a company that performs services or work that the Company does.

Reasons for the Company not approving additional work external to their position with the company may include but are not limited to the following:

Reasons for denial might include:

- The work creates confusion with company customers and/or mission.
- It is difficult to segregate the work from the company.
- The work conflicts/competes with company products and services.
- Nature of work conflicts with company values

Any approved outside employment must be documented and included in the employee file to ensure no conflict exists.

Any time an employee performs other work or activities interfering with their attendance or performance of duties is considered a conflict of interest by the Company. No employee should use his or her position

with the Company or the information acquired during employment in a manner that may create a conflict, or the appearance of a conflict, between the employee's personal interest and those of the Company. All activities conducted as an employee of the Company should always place the lawful and legitimate interests of the Company over personal gain.

Absent written authorization by the Company, no employee shall be affiliated with any buyer, purchasing agent, or provider of goods or services to the Company. Such affiliation generally is inconsistent with the employee's capacity to deal equitably with all buyers, to fairly and honestly service principals, and to discharge his or her responsibility to the Company.

If an employee has any reason to believe there may be a conflict of interest, he or she should immediately disclose the matter to an immediate supervisor or to the Corporate HR Department. Since the Company has no way to know the full scope of employee activities outside of the workplace, it is the employee's responsibility to review them with their supervisor to ensure no conflict exists. Employees are cautioned that the Company has a large service offering in many states with multiple customers so there may be conflicts that an employee is unaware of. The employee is solely responsible for communicating his/her activities with management to avoid conflict. Failure to do so may result in disciplinary action or termination.

### 3.7 EMPLOYEE CLASSIFICATIONS

At the time of hire, employees will be classified as full-time, part-time, or temporary.

- *Regular Full-Time Employees*—An employee who works at least thirty (30) hours per week and who maintains continuous regular employment status, can be non-exempt or exempt and are generally eligible for benefits.
- *Regular Part-Time Employees*—An employee who works less than thirty (30) hours per workweek and who maintains continuous regular part-time status. Benefits are available based on the average number of scheduled and expected hours each week and as required by statute.
- *Temporary/Contract Employees*—An employee hired for a specific period of time or for the completion of a specific project. Employees are considered temporary and may or may not be considered for full-time employment at the end of the assignment. These employees are generally not eligible for benefits. Like all employees who work for the Company, temporary employees work on an at-will basis. This means that both they and the Company are free to terminate their employment at any time for any reason that is not illegal—even if they have not completed the temporary project for which they were employed.
  - There is no distinction, with respect to compensation provisions, between temporary, part-time, and full-time employees. Accordingly, in the absence of expressed limitations fringe benefits apply to all temporary and part-time service employees. However, temporary and part-time employees are only entitled to an amount of fringe benefits proportionate to the amount of time spent on covered work. (29 CFR 4.176)
- *Inactive Employees*—An employee on unpaid leave or who is otherwise away from work but still active will not receive holiday pay and will not accrue sick leave or vacation leave. This employee is eligible to retain insurance coverage if they choose and if the insurance premiums are paid by the employee and approved by management.
- *"Non-Exempt" and "Exempt" Employees*—All employees are classified as either "nonexempt/hourly" or "exempt/salary" in accordance with the Federal Fair Labor Standards Act

(FLSA). Employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek.

- *Non-Exempt (Hourly and SCA)*—This category includes all employees who are paid hourly and who are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. Employees who are covered by the Service Contract Act (SCA) are included in this category. Unless an alternative work week is in effect, non-exempt employees in California must be paid overtime for all hours worked beyond 8 (at 1.5 x hourly rate) or beyond 12 (2 x hourly rate) in a single workday; for the first 8 hours worked on the seventh consecutive day worked in the same work week; and for all hours worked beyond 40 straight-time hours in a work week.
- *Exempt (Salaried)*—This category includes all employees who are classified by the Company as exempt from the overtime provisions of the FLSA and any applicable state laws. Such employees are classified in executive, administrative, professional, and highly skilled positions.

### **3.7.1 INTRODUCTORY PERIOD OF EMPLOYMENT**

The first three months (90 days) of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are satisfied being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

### **3.8 JOB TITLES AND RESPONSIBILITIES**

Job titles are intended to help identify the role the employee performs within the company. This role is described in a summary job description. This description outlines the basic scope of the work the employee performs but does not specifically identify all responsibilities. The job description is simply an attempt to summarize the employee's work and may be written or discussed. Employees should consider themselves agents of the company and perform tasks that are within the scope of their job area without hesitation or restriction provided the employee is capable, authorized, and certified. Any questions about your job should be discussed with your manager.

From time to time, it may be necessary to reclassify or rename a job title and to move the employee's designation. This is largely an administrative task and usually does not involve any change in salary or work requirements. Changes to an employee's job title will be communicated to the employee when it involves a salary action or change in responsibilities. This may be done for many reasons such as:

- When job tasks evolve;
- When new positions are needed;
- To group or consolidate job titles;
- To split or divide job titles;
- When jobs titles become obsolete or irrelevant;
- To better reflect the work being performed; and/or
- To align job titles and employees for billing purposes.

### **3.9 EMPLOYMENT RECORDS**

Personnel records maintained by the Company are confidential. A current, active employee may review his or her own file at the management's discretion. Personnel records may be released to others without the written authorization of the employee for the following reasons:

- To provide legal counsel for the Company when it is necessary to protect the interests of the Company and/or its subsidiaries;
- In response to a court order, administrative summons, search warrant, or subpoena;
- When these records are requested as part of governmental law enforcement authority investigation, such as when there is reasonable suspicion that an individual is, or has been, engaged in illegal activity; and/or
- To the Company's human resources, financial, and payroll employees who use the file in the normal course of business.

#### **3.9.1 UPDATING EMPLOYEE RECORD INFORMATION**

In order to obtain your position, you provided personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the HR Department of any changes. Also, inform the HR Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect your withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

#### **3.10 BACKGROUND CHECKS**

If an employee is working in support of a federal contract which requires a security clearance or government badge, the Company reserves the right to end employment if the employee is not approved during the initial request. Furthermore, if a position requires access to a government facility and access is not permitted or revoked, for any reason, the Company reserves the right to end employment immediately.

#### **3.11 EMPLOYMENT VERIFICATION**

The Company takes every precaution to protect employees' privileged and confidential information and records. Therefore, all requests for information concerning current and former employees will be handled in a consistent and appropriate manner. All executives, managers, and supervisors who are approached either formally or informally and asked to provide information about employees or former employees of the Company must follow the policy stated below. An informal request usually refers to a telephone or oral request; a formal request is usually presented in writing and signed by the requesting employee.

- All verbal or informal requests for information about employees or former employees will be referred to the corporate HR or Payroll office
- The Corporate HR Office point of contact will approve all written responses to requests for information about employees or former employees.
- Information released verbally will be limited to confirming dates of employment, job titles, and job status.

- Other employment verification information will be provided by HR or Payroll upon receipt of a written statement signed by the current employee which specifies information he or she agrees to be released.

### **3.12 SEPARATION OF EMPLOYMENT**

In the event your employment with the Company should end, management or a Human Resources representative may conduct an exit interview. The purpose of the exit interview is to receive feedback and ensure all requirements have been met before the employee leaves.

Employees are asked to give at least two weeks' written notice of his or her intent to resign. Employees who fail to provide such notice will be considered ineligible for rehire.

Upon termination the employee must return all Company property such as data, hardware, software, manuals, badge, or keys. Employees assigned to government facilities must out-process through the government agency's Security Office of the Provost Marshal's Office, or other office as designated.

To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at will and nothing in this handbook changes that status.

#### **3.12.1 REDUCTION-IN-FORCE**

The Company is interested in its growth and productivity. Accordingly, it will attempt to avoid cutbacks and reductions-in-force whenever feasible. However, the Company may determine that a reduction in the workforce is warranted due to lack of work, reorganization, or other considerations.

### **3.13 TRANSFERS**

The Company posts positions on the company website. Any employee who is qualified for an open position may apply. It is the employee's responsibility to monitor this site and express their interest in applying for the new position.

There are times when it may be needed to move a position to a subcontractor in order to meet teaming or contractual obligations. This may result in termination from the Company with an immediate rehire with the subcontracting company.

All normal processes for termination will apply and the termination will be considered as a position elimination which will be noted in the personnel file. If the employee does not wish to move to the subcontracting company, they are not obligated to accept the position and will be terminated from the Company.

Employees are free to request transfers to other positions if they become available or are possible. While management will consider transfers, the decision will ONLY be made when management believes the transfer is in the best interest of the customer and the Company, and does not represent a risk to performance, morale, or safety. Likewise, the Company may offer or require transfers when in the best interest of the Company.

### **3.14 Disability Accommodations (ADA & ADAAA)**

The Company is committed to complying with all laws that protect qualified individuals with disabilities. It is the policy of the Company to promote an environment of acceptance and accommodation to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

When requested, the Company will provide a reasonable accommodation for any identified physical, medical, mental, or covered disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the Company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

This policy applies to all applicants and employees and extends to all aspects of the Company's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

To request an accommodation regarding performance of the essential functions of an employee's job, the employee must submit a written request to their Supervisor. An employee requesting an accommodation should include in the request, his or her suggestion for an accommodation. Once the company is made aware in writing by the employee of the need for an accommodation, it will engage with the employee in an interactive process to identify possible accommodations.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe that they have been treated in a manner not in accordance with this policy should notify a Corporate officer or the HR Department.

## **4.0 Compensation and Benefits**

### **SCA Employees and/or Employees Covered Under a Collective Bargaining Agreement:**

***Employees covered by the Service Contract Act, or a Collective Bargaining Agreement will be governed by those documents when applicable. Situations not addressed by the SCA, or a CBA will fall under the guidelines in this handbook.***

The Company will not discharge or discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant provided the information was obtained directly from the employee.

Employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose this information to individuals who do not otherwise have access to compensation information, unless the disclosure is:

- In response to a formal complaint or charge(s).
- In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer.
- Consistent with the contractor's legal duty to provide information.

If you have questions about this policy statement, please contact Corporate Human Resources.

#### **4.1 PAYROLL**

Timesheets must be submitted by all employees in a timely manner to ensure adequate processing time for the Payroll Department. Time must be recorded by each employee daily. The employee is paid every other Friday -- actual deposits may appear in your account in advance and are likely to be deposited on Thursday as shown on the current year's Payroll Calendar. (See your specific PCIFS Company's payroll calendar and/or CBA specified requirements.)

Paychecks will reflect time worked for two weeks. Payroll provides direct deposit to employee's selected bank for wages earned. Time for processing varies depending upon individual banks and is not within the control of the Company.

Payroll deductions, as well as those required by law, will be permitted only for those purposes approved by the Company. (Such as group insurance and retirement plans.) Employees using the appropriate forms will specifically authorize such deductions. These payroll deductions are computed on 24 or 26 pay periods per year, depending on the benefits plan of each of the PCIFS companies. All employees are responsible for ensuring deductions are recorded accurately. Certain insurance deductions are based on the employee's rate of pay. These deductions will fluctuate depending upon changes to the employee's salary.

The Company does not permit advances on paychecks or against accrued paid time off.

##### **4.1.2 OVERTIME**

Due to the workload variations, supervisors may ask employees to work beyond their normal shifts. The Company will compensate employees for overtime work according to the requirements of state and federal law. The Company will make every effort to provide proper advance notice of overtime requirements; however, this may not always be possible.

**Non-exempt employees may work overtime only with prior management authorization.**

Reimbursement for overtime will be made in accordance with the following provisions:

***Non-exempt (Hourly/SCA):*** These employees will be paid at their straight-time hourly rate for all time worked up to forty (40) hours in one work week. Actual hours worked over forty (40) in one work week one and one-half (1½) times their regular hourly rate, excluding any other premiums or differentials (leave without pay, holiday, and vacation hours are not counted as hours worked when computing overtime pay, or as directed by state requirements or CBA.

***Exempt (Salaried):*** Salaried employees are expected to work the hours necessary to perform their assigned duties, with no paid overtime compensation. In special circumstances salaried employees will be compensated at their standard rate. Some contracts and circumstances may allow approved overtime pay, and in those cases the Company will pay salaried employees for overtime.

##### **4.1.3 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

***Overnight, Out-of-Town Trips***

Non-exempt employees will be compensated for time spent on company required traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled workdays (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

***Out-of-Town Trips for One Day***

Non-exempt employees who are required to travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus, or plane terminal; and (ii) meal periods.

***Local Travel***

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such cases, the portion of the trip home in excess of the regular commute is compensable.

***Commuting Time***

Under the Portal-to-Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

**4.1.4 WAGE GARNISHMENTS**

A wage garnishment is an order from a court or a government agency directing the Company to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If the Company is instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment at once. Please note that we are legally required to comply with these orders. If you dispute or have concerns about the amount of garnishment, you must contact the court or agency that issued the order.

**4.1.5 PAY INCREASES/RAISES**

The Company makes no promise or commitment to increase pay at any time during employment unless required by law. Non-mandated pay raises are at the sole discretion of management and are intended to strengthen the Company by rewarding employees for their contribution to the Company. Pay raises are based on several factors, including but not limited to contract requirements, Company profitability, and employee performance.



**Wage Determination (WD)/Service Contract Act (SCA):** Hourly employees who are covered under the Service Contract Act are given raises only when the Department of Labor (DOL) makes an adjustment to the hourly rates and the Contracting Officer updates the contract. The DOL generally reviews these rates every two years but there is no guarantee the rates will increase and sometimes decrease. Management reserves the right to provide additional raises for individuals on a case-by-case basis when it is in the best interest of the Company. Whenever possible, incumbent pay rates are maintained and considered when new contracts are awarded in order to reduce risk to contract performance.

**Merit Increases:** The Company has a generalized policy regarding performance evaluations which applies to all employees. PCIFS LLC's may conduct employee evaluations in a manner most suitable for their organizational environment. Within all of our contract and service areas we provide observation and guidance to the employee through a manager, supervisor, or lead. These Managers are empowered to provide continual, real-time performance evaluations and feedback to the staff. In general, the following factors are considered regarding potential raises for salaried employees:

- Timing is generally based on calendar year, contract anniversary, or employment anniversary and determined by management.
- The amount or percentage is based upon Company profitability, budget constraints and job performance.
- If an employee has not received significant or multiple corrections from their management (either written or oral), they are considered to be performing at an average level and will receive an "average increase" if one is given.
- An employee who has been given corrective direction or disciplinary action from management is considered to be performing below average. Below-average performance will be a factor in deciding raises for the employee and could result in withholding or decreasing a raise if one is given.
- An employee who consistently exceeds the expectations of management is considered to be performing above average. The above-average employee may receive higher-than-average raises or incentive bonuses.
- When a manager or supervisor determines it is advantageous to conduct performance evaluations, this information may be used in determining raises. It is not the sole factor.

**Cost of Living Increases:** The Company does not generally provide cost of living increases. The Company does reserve the right to provide a cost-of-living increase if it is determined to be in the best interest of the Company. A cost-of-living Increase is different from a merit Increase because it is applied uniformly to all employees within a contract, business or service area.

#### **4.2 TIME OFF AND LEAVE**

##### **SCA Employees and/or Employees Covered Under a Collective Bargaining Agreement:**

***Employees covered by the Service Contract Act, or a Collective Bargaining Agreement will be governed by those documents when applicable. Situations not addressed by the SCA, or a CBA will fall under the guidelines in this handbook.***

It is the policy of the Company to provide medical, maternity, military, jury, witness, bereavement, and family leaves in accordance with applicable laws - including the federal Family and Medical Leave Act (FMLA), Family Leave Act, the Americans with Disabilities Act (ADA) and ADAAA, Title VII of the Civil Rights Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA) - and any other

applicable law. If conflicts exist between the Company's policies and state and federal statutes, the state and federal statutes will override the policy.

The Company provides paid time off for holidays, vacation, sick, and other leave. There are also other types of unpaid leave. All of these types of leave must be charged accurately on the timesheet. If an appropriate charge code is unavailable, contact the Company business office as soon as the charge is anticipated.

**4.2.1 MEAL AND REST BREAKS**

Non-Exempt employees who work 8 or more hours in a day are required to take an unpaid meal break of at least 30 minutes. Meal breaks are not counted towards hours worked and employees are to be completely relieved from duty during their meal break. PCI Federal services will comply will all state laws regarding rest breaks.

**4.2.1 HOLIDAYS**

Full-time employees, who are required to work a 40-hour work week, will receive eight (8) hours of holiday pay per holiday. Part-time employees will be paid for holidays prorated based on a portion of hours worked if the holiday falls in the standard part time work schedule. To receive holiday pay, employees must be in a pay status the week prior to or during the holiday week.

The Company observes the following eleven (11) federal holidays (additional days may be mandated by federal and state law and/or other days as required by the working location contract):

<b>Holidays Observed by the Company:</b>			
New Year’s Day	Memorial Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Juneteenth	Columbus Day	Christmas Day
President’s Day	Independence Day	Veterans Day	

- For exempt employees working directly on a contract, Holidays observed may differ from the Corporate list depending on the terms of the specific Government contract or work location.

**For non-exempt and SCA covered employees:**

- The holidays are listed in the appropriate wage determination. Holidays may vary from the corporate list.
- Holiday hours are prorated for part-time employees.

**Work on Holidays:** If an hourly/non-exempt employee is required to work on a holiday, they shall receive the regular daily rate for the holiday plus the regular hourly rate for the hours worked.

- Holidays may only be worked when the workload and management require it.
- Holidays may not be worked when the employee cannot provide meaningful service due to customers not being available, low workload or other factors.

**4.2.2 VACATION**

The Company encourages the use of vacation leave for rest and relaxation and has designed a generous vacation policy intended to meet those needs. Normally, vacations should be scheduled and taken such that the employee is away from work for at least five (5) consecutive calendar days during each calendar year. It is not mandatory to take five consecutive days, however it is a way to achieve the desired rest period away from the workplace.

Whenever possible, vacations will be granted at the time most desired by the employee; however, final approval is reserved by management to ensure orderly operations. Vacation must be requested no later than five (5) days in advance, when practical. As a rule, the more advanced notice, the greater the likelihood of avoiding conflicts.

**General Policies for Vacation Time**

- It is the responsibility of the employee to utilize his or her vacation time accrued for the calendar year, before the last day of February in the following year. The Company reserves the right to direct employees to use their leave during a specific timeframe if the employee has not requested leave up to 3 months prior to the last day of February.
- Vacation time will accrue but may not be used during the new hire employee’s 90-day “Introductory Period”.
- **Vacation time taken must be at least 2-hours per occurrence; or quarter hour increments (15 minutes for non-exempt employees only.**
- Company-paid holidays which fall during scheduled vacation periods will not be charged to vacation and it is the employee’s responsibility to charge it correctly on the timesheet.
- No one may take vacation in excess of his or her balance – no borrowing.
- Vacation will not accrue when an employee is on unpaid leave of absence inclusive of unpaid FMLA leave.
- Vacation taken during a portion of a work week will NOT be considered as hours worked for overtime purposes.
- Vacation cannot be transferred or “gifted” between employees.
- Upon separation of employment, documented unused vacation, up to a maximum of forty (40) hours will be paid at the current rate of base pay (\*or as designated by state governance requirements).
- The Company reserves the right to require employees to take vacation leave if the employee has not used it. The Company will attempt to provide at least two weeks' notice to the employee when requiring the employee to schedule leave. If no leave is scheduled, the Company may schedule and require the employee to take vacation leave.

*4.2.3.1 Exempt and Non-Exempt Employee Vacation (Not Inclusive of SCA)*

Accrued vacation for exempt and non-exempt full-time employees is built up over the course of the year beginning on the hire date. The employee accrues the applicable total vacation days over the year. **Vacation accrual for employees hired April 1, 2021 (July 1, 2021, for PCIM and MT) or after is based on the following chart and is available for use when vacation is accrued.**

Years of Service Completed	Vacation Days/Total Hours Per Year	Hours per Pay Period
< 5 years	10 days = 80 hours	3.08 hours per pay period

5 years but < 10 years	15 days = 120 hours	4.62 hours per pay period
10 years or >	20 days = 160 hours	6.15 hours per pay period

**(Note: Employees for PCIFS Atmore Based Companies hired prior to April 1, 2021, will continue to accrue vacation leave as was policy at the time of hire; and for PCI Manufacturing/MT employees hired prior to July 1, 2021. --- If the new accrual rate is more generous, then those employees will be transferred to the new accrual rate.)**

For contract incumbent employees we honor years of prior service that are in support of the same contract work, at the same location. This date is used to determine the accrual rate and may be different than the hire date. This date is called the “service date.”

**Vacation Carryover for All Employees:**

Employees are encouraged to take their accrued vacation during the current calendar year. However, if business or unusual personal reasons prevent an employee from doing so, the maximum carryover that will be allowed is shown below. If the vacation balance is more than the hours allowed on December 31, those hours must be used by the last day of February, or they will be forfeited.

- Up to 40 Hours if vacation accrual is 80 hours (2 weeks) per year.
- Up to 80 Hours if vacation accrual is 120 hours (3 weeks) or more per year.
- Or as directed by state requirements

*4.2.3.2 Hourly SCA Employee Vacation*

Vacation for hourly employees is given as a lump sum on the work anniversary date according to the applicable Wage Determination (WD) for the contract they support. Employees cannot have more than the maximum allotted hours in the books and any unused vacation on the anniversary date is paid to the employee. The Company may require employees to take an unused vacation prior to the anniversary date. The Company requests that employees utilize all their vacation each year.

Note: The work anniversary date is the date the employee began supporting the contract or similar work at the same location. For incumbent employees this may be different than the date the employee began working for The Company. This date is called the “service date.”

**4.3.3 SICK/PERSONAL LEAVE**

In the past several years there have been federal and state laws passed regarding sick leave. These laws do not align and have conflicting requirements that overlap with other requirements. The Company provides sick leave which is more generous than any of these laws.

- All full-time employees will have 64 hours of sick/personal time allotted or accrued on January 1<sup>st</sup> of each year. (Note that EO 13706 requires 56 hours annually.)
- Employees hired after January 1 will have sick/personal leave prorated at the rate of 2.46 hours per pay period and deposited to their account within 2 pay periods of the initial hire date.
- **Sick /Personal time taken must be at least 2-hours per occurrence; or quarter hour increments for non-exempt employees only.**

- All unused sick leave carries over each year to a maximum of 240 hours accrual balance. (As the sick leave balance goes below 240, accrual will begin at 2.46 hours per pay period until the maximum 8 days for the calendar year, or 240 hours maximum is reached whichever comes first.)
  - Sick/personal leave is not paid out upon separation of employment.
- Sick/personal leave may be used for health-related issues for the individual and immediate family members.
- When three or more sick/personal days are used in sequence, a physician's note may be required.
- Employees should notify their Manager as soon as possible but no less than an hour prior to work start (except in case of an emergency).
- Sick/personal leave will not accrue when an employee is on unpaid leave of absence inclusive of unpaid FMLA leave.
- Employees hired prior to April 1, 2021; (before July 1, 2021, for PCI Manufacturing/MT) will continue to accrue their sick leave as was the policy at the time of hire (unless the updated policy provides more leave accrual).

#### **4.3.4 MILITARY/FEMA LEAVE**

The Company is committed to protecting the job rights of employees absent on military leave or FEMA reservist leave. In accordance with federal (USERRA) and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources (HR) department.

Employees taking part in a variety of Military and FEMA reservist duties are covered under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including active duty, reserve, National Guard or FEMA reservists for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

To be eligible for Military/FEMA leave, you must provide management with advance written notice of your service obligations, unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military/FEMA Leave.

If you are required to attend yearly Military/FEMA Reserves or National Guard duty, you can apply for an unpaid temporary Military/FEMA leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away. Employees are permitted to use any accrued vacation leave toward military service time. However, the Company does not require

employees to use paid vacation leave to apply toward Military or FEMA service leave and may take leave without pay.

#### *4.3.4.1 Benefits During Military/FEMA Leave*

During your leave, the Company will continue your health insurance benefits under these circumstances:

- If you are absent for 30 or fewer days, you will be treated as any employee on leave. The Company will continue to pay its share of the insurance premium and you must continue to pay your usual share.
- If your leave lasts longer than 30 days, you will need to plan to pay the entire premium to continue your benefits.

#### **Reinstatement to Position after Military/FEMA Leave Ends:**

An employee whose military/FEMA leave has ended must return to work or inform the Company that he or she wants to be reinstated in accordance with these guidelines:

- Leave 30 days or less: For a leave of 30 or fewer days, the employee must report back to work on the first regularly scheduled workday after completing military service, allowing time for travel.
- Leave 31 to 180 days: For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.
- Leave 180 days or greater: For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

Upon notification of intent to return to work, the employee must provide military/FEMA discharge documentation to his or her supervisor that establishes timeliness of application for reemployment and length of the staff member's military service. An employee returning from military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have obtained with continuous employment. In addition, time spent on active duty will be counted towards eligibility for FMLA once the employee has returned to work.

#### **4.3.5 BEREAVEMENT LEAVE**

Employees are allowed up to three (3) days of leave, if necessary, for travel or other reasons in the event of the death of an immediate family member. For purposes of bereavement leave, immediate family is defined as an employee's grandparents, parents, siblings, spouse, father-in-law, and mother in-law; and grandparents in-law (for their current marriage), children, and stepchildren (for their current marriage).

For other than immediate family bereavement leave, employees may be allowed up to two (2) days as per arranged with their supervisor.

In order to make the determination of total bereavement leave provided to the employee, employees are requested to provide specific information regarding their relationship to the deceased.

#### **4.3.6 JURY DUTY**

The Company recognizes an employee's civic duty to report for jury duty and will permit the necessary time off for jury service. Employees must provide a copy of their jury duty summons to their immediate supervisor as soon as it is received. The employee will charge their time to jury duty and will be paid for time away from work.

If jury duty continues for more than one (1) week the Manager should be notified immediately, as this will cause undue hardship. At the end of jury service, the employee must provide documentation of the jury duty's completion to their supervisor and the Payroll Administrator. Any jury duty pay goes to the employee.

If an employee is summoned as a juror or subpoenaed as a witness, they may be granted leave with pay except when the employee is engaged in litigation from which he or she benefits personally. Then vacation time should be used for the leave.

#### **4.3.7 EMERGENCY, WEATHER AND CLOSURES**

During emergencies such as natural disasters, inclement weather, power outages, or other emergency that is not within the control of the Company, the employee is to contact their manager to determine if they are to report to work.

In the event of closure due to these or similar circumstances, the employee is to take accrued leave available. In some circumstances the Company may provide a charge code for these cases.

#### **4.3.8 LEAVE OF ABSENCE (LWOP AND FMLA)**

A Leave of Absence for FMLA reasons will be granted for employees meeting federal and state eligibility requirements. A Leave of Absence without pay is an authorized absence from work without pay for a consecutive period of time for sick or personal leave which may be granted after an employee has exhausted his or her Vacation, Sick and/or FMLA Leave.

##### **4.3.8.1 Extended Leave Without Pay (LWOP)**

Non FMLA If the workload permits and does not pose undue hardship on the company, full-time employees with one -year or more of continuous service may request, in writing, and may be granted an unpaid leave of absence for a period up to thirty (30) calendar days. The employee's supervisor approves LWOP.

- Employees whose FMLA leave has expired may request LWOP for up to thirty (30) days if circumstances indicate that the employee is able to return to work and perform their essential duties before or by the end of the 30-day period. These types of requests will be taken on a case-by-case basis and determined by the leadership of the company.
- During the leave period, the employer portion of insurance benefits (medical, dental, life insurance, etc.) will be paid, and the employee is responsible for making arrangements for paying their portion of the benefits during the leave.

The following are Leave of Absence requirements:

- Leave of absence without pay may be requested by any employee in good standing who has worked a minimum of one year with the Company.
- The duration of the leave will be determined by the department supervisor and manager.
- Holidays occurring during a leave of absence will not be paid.
- Generally, the employee must provide 30 days' notice to the Company for a request for leave. If circumstances do not permit such notice, the employee must give the Company as much notice as possible.

- Employees must personally request leave from their supervisor in writing. Failure to follow Company procedures with respect to requesting leave may result in a delay in the leave.
- Contributions for healthcare coverage while an employee is on leave are due in full on the first day of each month. Failure to pay monthly premium contributions may result in the termination of coverage for the employee and any dependents. During the leave, the employee must notify the benefits coordinator in writing of any changes in coverage in accordance with the procedures outlined in the benefit handbook.
- This policy does not create a contract between the Company and any person for employment or entitlement to benefits. No commitments regarding employment or continuation of these benefit programs are made herein.
- Generally, leave of absence terminates upon the occurrence of the anticipated return date, the expiration of the maximum leave time, or the termination of the need for the leave, whichever occurs first.
- Employees who are on leave who accept other gainful employment, without prior written concurrence of their manager, or employees who do not return as scheduled, will be terminated from employment with the Company.

#### 4.3.8.2 FMLA

The Company complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of unpaid job-protected leave during a rolling 12-month period to eligible employees (or up to 26 weeks of military caregiver leave). Eligibility and requirements are established by federal statute and is the policy of the Company. State laws may also be applicable.

FMLA leave is available for any of the following reasons:

- In connection with the birth or adoption of a child, including placement of a child in an employee's home for foster care.
- To care for an employee's spouse, son, daughter, or parent who has a serious health condition. "Spouse" is defined as the employee's husband or wife as recognized under state law for purposes of marriage, which includes common law marriage in states in which it is recognized. This definition does not include domestic partners. "Parent" is defined as a biological parent or a person who stood *in loco parentis* to the employee when the employee was a child. This definition does not include the employee's parents-in-law.
- For a serious health condition (personal illness or injury) which makes the employee unable to perform his or her job.

*A serious health condition means:*

- A personal illness, injury, or physical or mental condition that involves inpatient care in a hospital or medical care facility.
- A period of incapacity that requires absence from work, school, or other regular daily activities for more than three (3) days and the continuing treatment by or under the supervision of a doctor.
- Continuing treatment by or under the supervision of a doctor for a chronic or long-term health condition that is incurable or so serious that, if not treated, it would result in a period of incapacity of more than three (3) days.



#### *4.3.8.2.1 Eligibility for Family and Medical Leave*

Employees who have worked for at least twelve (12) consecutive months and have worked a minimum of 1,250 hours prior to the start of FMLA leave are eligible. Key employees are eligible for FMLA; however, restoration may be denied. (An employee's contract service date is used to determine eligibility.)

#### *4.3.8.2.2 Notice Requirements for Family and Medical Leave*

- Employees are required to give notice at least 30 days in advance of their need for family and medical leave if their need for leave is foreseeable. In emergencies and unexpected situations, employees must give as much notice as is practicable under the circumstances.
- Employees must notify the Company at least fifteen (15) days prior to the expected return date of the intention to return from a family leave of absence.

#### *4.3.8.2.3 General Policies for Family and Medical Leave*

- FMLA is mandated by federal statute and the Company will comply with all of the requirements that apply to businesses of our size.
- When family leave is granted for personal illness or to care for an ill family member, the Company requires that the employee provide subsequent statements from the physician.
- Employees will return to their same or equivalent position they held prior to going on FMLA leave. They will receive the same pay and benefits they had prior to going on FMLA. There will be no waiting period for benefits to resume after returning from FMLA leave.
- An employee who does not return from a leave of absence on the day stated in the original application or in any approved extension will be considered to have voluntarily resigned from employment as of the day the leave of absence began.
- An employee returning from leave for personal medical reasons will be required to provide a certification from their health care provider that they are able to return to normal duties with or without reasonable accommodation. For additional detail on reasonable accommodation requests, please refer to the "Disability Accommodation Policy".
- While on FMLA, employees will not accrue leave or be eligible for holiday pay unless the use of FMLA is on an intermittent basis. An employee who remains in a paid status during a pay period (i.e., is utilizing sick leave and/or vacation leave) will accrue leave and be eligible for holiday pay during that applicable pay period.
- Twelve (12) weeks of FMLA leave will be granted in any twelve-month rolling period. The calculation method utilized by the Company measures the twelve (12) month period forward from the date an employee's initial FMLA leave begins.
- Spouses who are both employed by the Company are limited to a combined total of 12 workweeks of family leave for the following reasons:
  - The birth and care of a child.
  - The placement of a child for adoption or foster care, and to care for the newly placed child.
  - To care for an employee's parent who has a serious health condition.
- Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. (See CFR Section 825.201)

#### 4.3.8.2.4 Substitution of Paid Leave

- An employee who has accrued sick leave must use these benefits to receive pay for all or a portion of family and medical leave.
- Employees will be required to utilize accrued sick leave and may elect to use other paid leave concurrently with approved FMLA leave unless State Disability or Disability Insurance applies. In such cases, the employee will be required to use available sick leave during the unpaid portion of State Disability or Disability Insurance requirements, and the leave will be counted against the FMLA entitlement.
- If an employee runs out of sick leave during the FMLA designated leave time, unused paid vacation leave will be utilized to cover the payments for elected benefits.
- If an employee then runs out of accrued vacation time, **the employee must make arrangements to pay for their portion of benefits.**

#### 4.3.8.2.5 Intermittent Leave

Employees may take FMLA leave all at one time or intermittently—a day or two at a time—for their own serious health condition or to care for a family member with a serious health condition if it is medically necessary to do so. If you need intermittent leave for medical treatment, you must try to schedule your treatment, so it does not unduly disrupt the Company's operations. We may temporarily reassign you to a different position with equivalent pay and benefits to accommodate the intermittent schedule.

#### 4.3.8.2.6 Health Insurance During Leave

Your health insurance benefits will continue during FMLA leave. You will be responsible for paying any portion of the premium that you ordinarily pay while you are working, **and you must make arrangements to make these payments while you are out.** Employees who choose not to return from family and medical leave may be required to reimburse the Company for any premiums paid on the employee's behalf during the leave.

#### 4.3.8.2.7 State-Specific FMLA Leave Requirements

- **California:** Please refer to the **FMLA & California Family Rights Act Policy.**
- **District of Columbia:** Please refer to the ***District of Columbia (DC) Family & Medical Leave Act*** policy.
- **All Other Locations:** Consult with your management team or Human Resources to determine the sick leave policy and any applicable state sick leave laws that apply to your service area.

### 4.4 DISABILITY LEAVE

The Company provides access to short-term and long-term disability benefits for employees working at least 30 hours per week in a non-temporary position. Disability leave falls under FMLA requirements and will be run concurrently with FMLA.

If an eligible employee becomes disabled, they should contact Payroll or Human Resources to begin the claim process. In some states this benefit is provided by the state and the employee is to contact the state if they become disabled. The employee is responsible for communicating with management regarding when the employee will return to work and provide documentation from the healthcare provider. No medical details are required nor will be accepted.

#### **4.5 BENEFITS**

The Company aims to provide an equitable benefit program for our employees. Full-time, regular employees will be eligible to participate in the benefits package on the first of the month after the employee hire date and includes:

- Major Medical Insurance
- Dental Insurance
- Vision Insurance
- Life and AD&D Insurance
- STD and LTD Insurance. (Disability Insurance may be State provided)
- Accident Insurance
- Critical Illness Insurance
- 401(k) Retirement Account (See Retirement Plan for eligibility requirements)
- Flexible Spending Account

Benefits are subject to requirements imposed by the provider. Plans and details are subject to change. Employees should consult the individual benefit documentation from the benefit provider for details. Benefits provided by establishments other than this Company are subject to the rules and implementation of the provider and subject to change. This handbook is intended to provide general information and may be outdated. Note that the costs and details of benefits and coverage are subject to change and are outside of Company control.

##### **4.5.1 OPEN ENROLLMENT**

Benefit enrollment is restricted to hiring and open enrollment periods. Generally, benefits are open to change only during this time, unless the employee has a “qualifying event”.

A qualifying life event is a change in an individual’s life that makes it possible for them to update health insurance benefits outside of the open enrollment period.

- Loss of health care coverage.
- Changes in household/family status change (new baby/adoption, marriage, divorce, death).
- Other events as defined by federal statutes.

Open Enrollment is regulated by the benefit provider and changes are generally made online through the benefits portal and must be made within 30 days of the “qualifying event”.

##### **4.5.2 HEALTH AND WELFARE – WAGE DETERMINATION**

Non-exempt hourly SCA employees receive Health and Welfare payment based on Service Contract Act (SCA) Wage Determination (WD) that has been implemented into the contract by the government. Generally, this is an hourly benefit of a specified amount. The benefit is calculated according to the type of WD included in the contract and Department of Labor guidelines is processed with each payroll.

##### **4.5.3 COBRA**

The provisions of the **Consolidated Omnibus Budget Reconciliation Act (COBRA)** give workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances. These circumstances

include voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.

After a qualifying event, the employee or dependent is responsible for applying for coverage and paying the full cost of coverage at the Company's group rates plus an administration fee for continuation coverage. You have a right to continue your health insurance coverage for up to 18 months and your dependents are entitled to up to 36 months of continued coverage. Please refer to the COBRA Continuation Notice provided by the insurance carrier. Application for COBRA must be made by the employee. COBRA is managed by the insurance provider.

#### **4.5.4 HIPAA**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) offers protection for workers and their families who have preexisting medical conditions and might suffer discrimination in health coverage due to factors related to their health. Decisions and determinations regarding HIPAA are managed by the insurance provider; the Company does not make these decisions.

##### **HIPAA:**

- Limits exclusions for preexisting conditions;
- Prohibits discrimination against employees and their dependents based on their health status;
- Guarantees renewed ability and availability of health coverage to certain employees and individuals;
- Protects many workers who lose health coverage by providing better access to individual health insurance coverage;
- Protects an individual's health information and his/her demographic information; and
- Allows individuals to carry their health insurance from one job to another so that they do not have a lapse in coverage.

#### **4.5.5 WORKERS' COMPENSATION**

The Company provides workers' compensation insurance either directly by the Company or through state provided programs for injuries or illnesses occurring in the course of your employment. Workers' compensation law (OSHA) requires the employer to report all work-related illnesses and injuries to its insurance carrier.

It is important for employees to furnish your Manager with complete and immediate information (same day of occurrence) about any accident that occurs on the Company or government premises in which they were involved. Your Manager will inform you of the procedures to be followed. When treatment is needed, ensure the medical facility providing the treatment understands that it is a workers' compensation claim.

Generally, workers' compensation does not include injuries received traveling to or from work or during the lunch period. No premium is charged to the employee for this coverage and no individual enrollment is required.

The procedures for timekeeping during workers' compensation-related leave are listed below.

- The day of the injury should be indicated as regular time worked up to eight (8) hours.

- The second full day following the injury and any additional days are the employee's responsibility and can be accommodated by sick time or vacation time.
- Workers' compensation insurance will pay compensation after the third (3<sup>rd</sup>) calendar day missed.
- FMLA will be implemented for Workers Compensation leave of more than three (3) days.

See the index of the policy manual for the Workers Compensation Insurance Carrier and appropriate contact information for each company and state locations.

#### **4.5.6 EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT**

It is the Company's policy to recruit and hire personnel who are qualified to perform the position requirements. Through the Educational Assistance/Tuition Reimbursement Program, the Company will provide financial assistance for continuing education relating to the employee's present position and professional objectives. Employees may be eligible for up to \$1,500 per calendar year for education assistance. Utilization of tuition assistance is expected to enhance an employee's performance and professional abilities and should not be construed as an entitlement to automatic advancement.

Tuition or education assistance and course schedule must be pre-approved by management before beginning the course. The employee is to provide proof of relevance to the job, maintain a "B" grade average, document passes and fails for pass/fail courses, and demonstrate 100% attendance for conferences and seminars. Registration fees, books, and other costs are not considered a part of tuition.

All regular, full-time employees are eligible to request pre-approved assistance after the first year of employment with the Company (actual hire date, not service date). Changes in employment status or budget restrictions may alter an employee's eligibility for tuition assistance benefits. Employees under formal corrective action such as a performance improvement plan or suspension are not eligible for this benefit for at least one year following the corrective action. (For additional information regarding the process to request Tuition Reimbursement, please see the Human Resources "Educational Assistance Policy and Procedures")

#### **4.5.7 JOB RELATED TRAINING**

The Company will initiate on-the-job training for employees under the following circumstances:

- When required to certify new employees or re-certify current employees who are otherwise qualified. This type of certification training will normally be provided in response to special provisions contained in government contracts and customer requirements.
- When operating new equipment or systems or when operation methods change, employees will receive hands-on and/or classroom training. This training will be accomplished in-house by qualified instructors or employees will attend training sessions provided by equipment manufacturers or specialized training seminars. Training of this type will be provided only to those employees directly affected by the change.
- The Company will provide training to enhance current skills or learn new skills when it is required to satisfy customer requirements or position the Company to acquire additional business.

## Receipt and Acknowledgement of Employee Handbook

This employee handbook is an important document that is intended to help you become acquainted with PCI Federal Services LLC. These documents serve as a guide; they are not the final authority and not all-inclusive. Individual circumstances may call for individual attention, adjustment, or correction. These documents are not a contract for employment and do not contain any promises or contractual obligations. The contents of these documents may be changed at any time at the discretion of the Company without notice.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Company's Employee Handbook.

- I have received a copy of the Company's Employee Handbook. I understand the policies in it are subject to change at the sole discretion of the Company at any time.
- I understand that, should the content be changed in any way, the Company may require an additional signature from me to indicate that I am aware of changes and understand any new policies and/or procedures.
- As an employee of the Company, I agree that my employment can be terminated with or without cause and with or without notice at the option of myself or the Company.
- I understand that any employee rules, policies, benefits, or any other statements, whether written or oral, made by the Company or its representatives are not contracts of employment.

---

Employee Name (Printed)

---

Employee Signature

Date \_\_\_\_\_

File: Employee Personnel File