

# Advanced Program Analytics

## Employee Handbook



## ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with APA. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, expressed or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. APA adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President.

This handbook supersedes all prior handbooks.

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## Section 1 - ABOUT THE COMPANY

### 1-1 INTRODUCTION

For employees who are commencing employment with Advanced Program Analytics ("APA" or "the Company"), on behalf of APA, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at APA. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

APA and Insperity are in a co-employment work relationship. This means that APA handles the day-to-day operations related to its core business. Insperity handles the administrative responsibilities, such as payroll processing and benefits, and supports the company with human resource issues.

You should have already signed an Employment Agreement outlining your employment relationship with Insperity. Contact your supervisor or an Insperity payroll or human resource specialist if you have any questions.

Terry Yarbrough, President & CEO

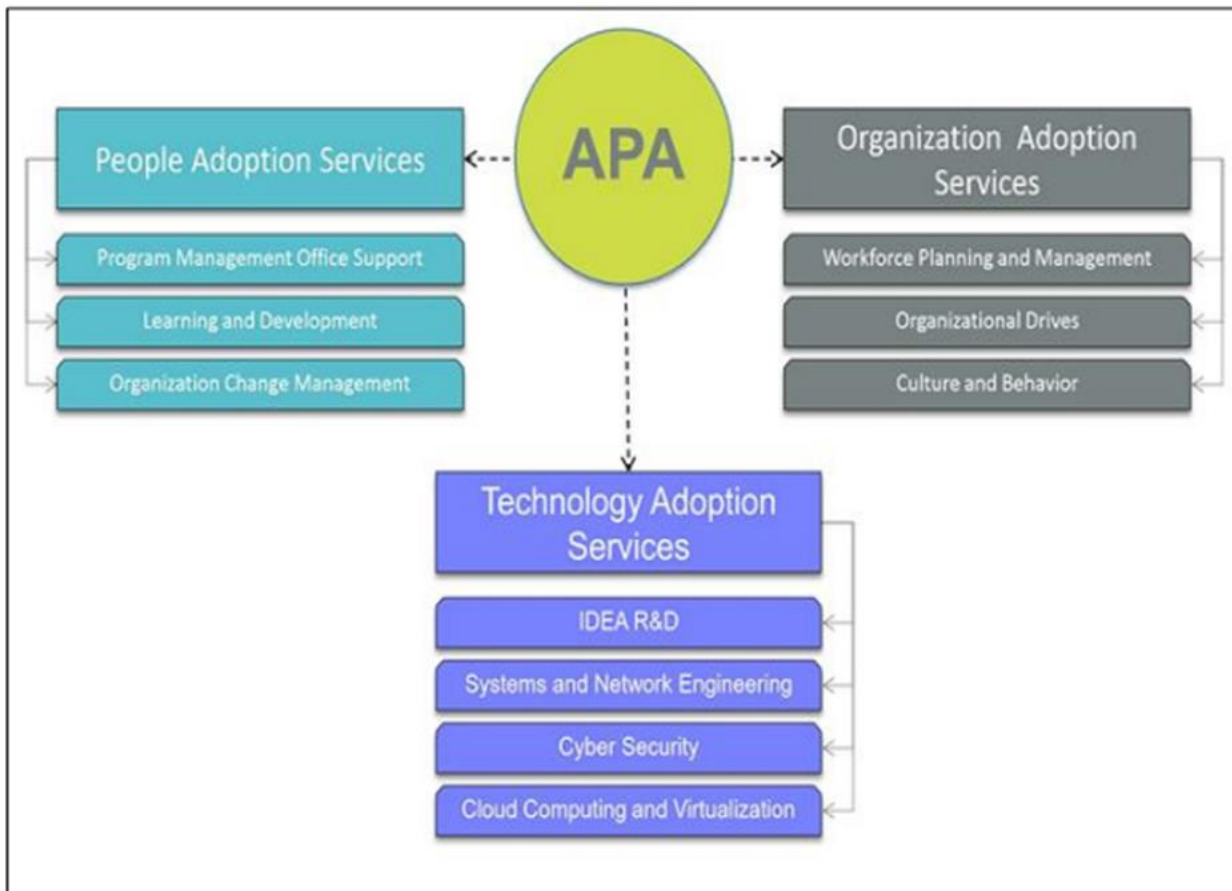
### 1-2 COMPANY HISTORY

APA was established in 2013 by President and Owner, Mr. Terry Yarbrough. As a retired U.S. Naval Officer, he still upholds to the core values of Honor, Courage, and Commitment and applies them to APA. His vision for APA, is to grow into a reputable organization nation-wide, known for its innovative approach to providing solutions across government agencies, public, and the private sector. With a passion for career growth, Mr. Yarbrough takes great interest and pride in his employees' professional career goals. He holds several degrees and has IT project management and program management certifications. He also serves as an Adjunct Professor in the School of Continuing Studies at Georgetown University. APA is a melting pot of diverse educational backgrounds, military affiliations, and expertise in several subject matter areas. There are currently two office locations, one located in Memphis, TN, and one located in Dumfries, VA. The future goal is to have several branch offices located region wide.

### 1-3 PROFESSIONAL SERVICES AND PRODUCTS

With more than fifty years of combined knowledgeable experience, APA is recognized as a trusted advisor that provides value to Organizations' business through hands-on managed consulting that focuses on People, Technology, and Organization (PTO) services. APA offers organizations opportunities that are agile and precise for growth and profitability, while continually focusing on its core values of people centric, cognitive motivated, and analytical driven proven methodologies and approaches. Our core business areas are: (1) Education and Training, (2) Acquisition and Program Management Support, (3) Information Technology Services, and (4) Logistics Support Services. APA also provides periodic support to VA Medical Centers in fulfilling their requirements for medical supplies and/or equipment. Below is a snapshot view of the services that APA provides.

#### APA Capabilities



## 1-4 MISSION, VISSION, AND GOAL STATEMENT

APA has instituted the three E's within the Mission, Vision, and Goal statement of the company and expects each employee to know and understand each of the following:

- **EXECUTE** - APA's Mission is to Execute according to the standards set not only for APA, but for the individuals within the company that together will ultimately deliver top quality services and/or products regardless of challenge or project size.
- **EXPAND** - APA's Vision is to Expand the company not only in growth but in impact to the community. The mindset is to continue to think BIG on how our company can create innovative ways to meet and exceed the high demands for quality people, quality services, performed at competitive costs for projects/programs that support our clients and their requirements.
- **ENABLE** - APA's Goal is to Enable an APA footprint in the ever-evolving realm of technology. Recognizing that gaps often occur between people and technology development, in the area of technology – we will always work to close this inherent gap by utilizing creative ways to align people with technology. It is what drives us to succeed.

## 1-5 CULTURE AND CORE VALUES

There is a strong foundation within APA that creates and nurtures a culture of unity and camaraderie. This is due in part by the idea that everyone brings value to the company big or small by having a unique trait, skill, experience, or talent commingled with the duties and responsibilities of their job. It is now and always will be an APA commitment to be a company that consists of a dynamic group of individuals from all levels and areas of expertise that will embrace and maintain this company culture. This is reflected from the top level of leadership down to the entry level. It is what drives and synergizes the company to deliver with "No single points of failure". The core values of APA are those that hold the foundation of the company's culture. These values are what APA stands for and which each employee will apply to their work and personal conduct. The values underlie APA work, interaction with each other, with clients, and drive what strategies to employ to fulfill the mission. The following core values are embedded within the veins of APA, its leadership, and will be exemplified by all of APA employees:

1. Integrity
2. Professionalism
3. Accountability



4. Humility
5. Leadership
6. Charisma
7. Transparency

## **Section 2 - GOVERNING PRINCIPLES OF EMPLOYMENT**

### **2-1 EQUAL EMPLOYMENT OPPORTUNITY**

APA is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. APA's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Employee's Supervisor. APA will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the Employee's Supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

### **2-2 DRUG-FREE AND ALCOHOL-FREE WORKPLACE**

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, APA has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any

right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

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

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

Employees must notify the Company within five calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the Company will advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Company.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the Company, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the Company has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and

any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the Company's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Contact the Employee Assistance Program (EAP) for information about the availability of treatment programs such as assistance provided by Insperity's health care plan coverage or drug and alcohol abuse rehabilitation and education programs.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

## **2-3 WORKPLACE VIOLENCE**

APA is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Company and personal property.

APA does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, APA specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, APA does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

## **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Company premises. Employees are also prohibited from carrying weapons to any other locations where the employee is supporting another company and/or agency.

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede APA's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the Company to be aware of any potential danger in its offices. Indeed, the Company wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

## **2-4 FEDERAL CONTRACTORS: PAY TRANSPARENCY**

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: 1) in response to a formal complaint or charge; 2) in furtherance of an investigation, proceeding, hearing or

action, including an investigation conducted by the employer; or 3) consistent with the contractor's legal duty to furnish information.

## 2-5 ANTI-HARASSMENT

APA and Insuperity are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, APA and Insuperity will promptly take any necessary and appropriate disciplinary action.

APA and Insuperity will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race (including hair texture and hairstyles), color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  1. Submission to such conduct is an explicit or implicit term or condition of employment;
  2. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  3. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### **Complaint Procedure**

APA and Insperty provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your immediate supervisor, manager or company owner and the Insperty Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperty Anti-Harassment Hotline, please be sure to leave your name, Insperty employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### **Confidentiality**

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### **Investigative Procedure**

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, APA and Insperty will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy.

APA and Insperty may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, APA and Insperty will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

### **Duties of Employees and Supervisors**

All employees of the company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperty Anti-Harassment hotline number so an investigation may promptly proceed. The company and Insperty may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

### **2-6 REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE**

APA is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom APA has



notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact your supervisor or Insperity human resource specialist. Accommodation requests can be made in writing using a form which can be obtained from your supervisor or Insperity human resource specialist. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact your supervisor or Insperity human resource specialist.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, APA will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, APA may initiate an interactive dialogue under certain circumstances, such as when APA has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event APA initiates an interactive dialogue with an employee, it should not be construed as APA's belief an individual requires an accommodation, but will serve as an invitation for the employee to share with APA any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, APA will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how APA may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, APA will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. APA is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, APA reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

APA will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

APA will not allow any form of retaliation against employees who have requested an accommodation, for whom APA has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact your supervisor or Insperity human resource specialist.

## **Section 3 - GENERAL STANDARDS OF CONDUCT**

### **3-1 CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

As a condition of employment, an APA Non-Disclosure Agreement (NDA) must be signed. This is not a blanket agreement as employees may have to sign separate NDAs as it pertains to each contract. APA considers certain types of information surrounding our work, our employees, our products and processes, and our clients to be confidential data and, therefore, the sole property of the company or our clients. Each employee is accountable for maintaining confidentiality as set-forth in this section.

Employees are prohibited from disclosing any trade secrets or other confidential information learned during their employment to individuals outside APA, except with written permission from the President/ owner of APA. Employees who violate APA's confidentiality policy will be subject to disciplinary action up to and including immediate discharge. In addition, APA may seek legal action and remedies for breaches of its confidentiality policy by former employees.

### **3-2 CONFIDENTIAL COMPANY INFORMATION**

During the course of work, employees may become aware of confidential information about APA's business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential customers. Employees also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to APA's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

### **3-3 COMPANY EMAIL ADDRESSES**

Each APA employee will be provided with an email address. It is expected that employees check their APA email at least once a day. It is important that each employee creates their APA email signature block according to the format shown below. Please note that this only applies to APA email addresses, not to contract emails. Please check with your supervisor for any signature block details for any contract work.



FirstName LastName  
Company/Contract Title  
APA, LLC | [www.apa-llc.us](http://www.apa-llc.us)  
O: (703) 570-5244 | C: (xxx) xxx-xxxx | F: (703) 337-0375



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### 3-4 ABSENTEEISM AND TARDINESS

Regular attendance is important to the smooth operation of APA. If you are late or absent, it places a burden on other employees and may impact productivity, customer satisfaction and team morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If you know that you will be absent or late arriving for work, notify your supervisor directly as soon as possible and provide any additional appropriate notification as directed by your supervisor. In most circumstances, you should notify your supervisor within the first 30 minutes of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work. Failure to properly report your absences may be considered a voluntary resignation of your position.

### 3-5 PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at APA. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. Excellent attendance is expected from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the Company.

### **3-6 WORKPLACE CONDUCT**

APA endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing APA property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of APA's Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of APA's Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of APA's Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.

17. Unsatisfactory job performance.
18. Any other violation of APA policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and APA reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, APA will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- Verbal Counseling - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- Written Counseling - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- Termination - If an employee fails to follow acceptable conduct or performance standards, the company may terminate the employee's employment.

Depending on the specific circumstances, the company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

### **3-7 COMPLAINT RESOLUTION**

APA is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with an alternative supervisor that may provide assistance. In an effort to resolve the problem, an Insperty human resources specialist may be referred for assistance to consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

### **3-8 USE OF COMMUNICATIONS AND COMPUTER SYSTEMS**

APA's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Company policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the APA systems.

APA may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

Further, APA may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during the employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive

based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

APA intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the company. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the company, up to and including immediate termination or legal action by the copyright owner.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

### **3-9 USE OF SOCIAL MEDIA**

APA respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether the employees are posting something on their own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions that could pose an actual or potential conflict of interest with the Company, the



poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Company policies apply equally to employee social media usage.

APA encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

### **3-10 PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES**

APA-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as

contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

### **3-11 CAMERA PHONES/RECORDING DEVICES**

Due to the potential for issues such as invasion of privacy, sexual harassment and loss of productivity, as well as inappropriate disclosure of confidential information, no employee may use a camera phone function on any phone on APA property or while performing work for the Company.

The use of tape recorders, Dictaphones or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for the Company, is also strictly prohibited, unless the device was provided to you by the Company and is used solely for legitimate business purposes.

### **3-12 INSPECTIONS**

APA reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

### **3-13 SMOKING**

Smoking, including the use of e-cigarettes and vapes, is prohibited on Company premises and in all Company vehicles.

### **3-14 PERSONAL VISITS AND TELEPHONE CALLS**

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in APA facilities other than the reception areas.

### **3-15 SOLICITATION AND DISTRIBUTION**

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is

engaged, or should be engaged, in performing their work tasks for APA. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

### **3-16 BULLETIN BOARDS**

Important notices and items of general interest are continually posted on APA bulletin boards. Employees should make it a practice to review bulletin boards frequently. This will assist employees in keeping up with what is current at APA. To avoid confusion, employees should not post or remove any material from the bulletin board.

### **3-17 REFERENCES**

APA will respond to reference requests through Insperity's Contact Center at 866-715-3552, option 5 Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to Insperity's Contact Center at 866-715-3552, option 5 Department.

**Only Insperity's Contact Center at 866-715-3552, option 5 Department may provide references.**

### **3-18 CONFLICT OF INTEREST AND BUSINESS ETHICS**

It is APA's policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is

- in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the Company;
  3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company; and/or
  4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of the employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and the Company.

### **3-19 USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY**

Employees may use company property, equipment and reference materials for business purposes. Company equipment (including, but not limited to, computers, printers, fax machines, etc.) assigned to employees is the property of the company and may not be removed from the building without first obtaining written permission from your supervisor. You are expected to take proper precautions concerning the equipment, reference material and/or property you are assigned to use. Any equipment that is malfunctioning should be reported immediately to your supervisor.

### **3-20 INFECTIOUS DISEASE CONTROL**

Company will take proactive steps to protect the workplace in the event of an infectious disease outbreak, national or local epidemic, or pandemic. It is the goal of Company during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace. APA will comply with all federal/state mandates relating to public health emergencies, as well as any specific requirements for government contracts.

## **Preventing the Spread of Infection in the Workplace**

Company will make efforts to ensure a clean workplace, including the regular cleaning of objects and areas that are frequently used, such as bathrooms, breakrooms, conference rooms, door handles and railings. Management will monitor and coordinate events around an infectious disease outbreak, as well as to create work rules to promote safety through infection control.

Employees are expected to cooperate in this effort by taking steps to reduce the transmission of infectious disease in the workplace. The best strategy remains the most obvious - frequent hand washing with warm, soapy water; covering your mouth whenever you sneeze or cough; and discarding used tissues in wastebaskets. Company may provide alcohol-based hand sanitizers throughout the workplace and in common areas, as available.

Unless otherwise notified, Company's standard attendance and leave policies remain in effect. Individuals who believe they may face particular challenges reporting to work during an infectious disease outbreak should take steps to develop any necessary contingency plans. For example, employees might consider arranging alternative sources of childcare should schools close and/or speak with supervisors about the potential to work from home temporarily or on an alternative work schedule. Employees are encouraged to contact the Employee Assistance Program (EAP) for childcare and dependent care resources. All contact between an employee and the EAP is confidential and designed to safeguard the participant's privacy rights. The EAP's telephone number is 1-866-402-0003 <sup>☒</sup>.

### ***Limiting Travel***

All nonessential travel should be avoided until otherwise notified. Employees who travel as an essential part of their job should consult with management on appropriate actions. Business-related travel outside the United States will not be authorized until further notice. Company will follow any official national or local state and health guidance.

Employees should avoid crowded public transportation when possible. Alternative scheduling options, ride-share resources and/or parking assistance may be considered on a case-by-case basis. Contact your supervisor for more information.

### ***Telecommuting***

Refer to Remote Work/Telecommuting policy located within this handbook.

### ***Staying Home When Ill***

During an infectious disease outbreak, it is critical that employees do not report to work while they are ill and/or experiencing the following symptoms: Fever, cough, sore throat, runny or stuffy nose, body aches, headache, chills and fatigue. Currently, the Centers for Disease Control and Prevention recommends that people with an infectious illness such as the flu and or other contagious communicable illnesses and diseases remain at home until at least 24 hours after they are free of fever (100 degrees F or 37.8 degrees C) or signs of a fever without the use of fever-reducing medications. Employees who report to work ill may be sent home in accordance with these health guidelines.

### ***Requests for Medical Information and/or Documentation***

If you are out sick or show symptoms of being ill, it may become necessary to request information from you and/or your health care provider. In general, we may request medical information to confirm your need to be absent, to show whether and how an absence relates to the infection, and to know that it is appropriate for you to return to work. We expect and appreciate your cooperation if and when medical information is requested. Medical certification may also be requested in accordance with any applicable leave of absence policies that may apply.

### ***Confidentiality of Medical Information***

Company treats any medical information as a confidential medical record. All reasonable precautions will be taken to prevent inappropriate disclosure of medical information according to applicable laws.

### ***Social Distancing Guidelines for Workplace Infectious Disease Outbreaks***

In the event of an infectious disease outbreak, Company may implement these social distancing guidelines to minimize the spread of the disease among employees in the workplace.

*In the workplace*, employees are requested to:

- Avoid meeting people face-to-face. Employees are encouraged to use the telephone, online conferencing, e-mail or instant messaging to conduct business as much as possible, even when participants are in the same building.

- If a face-to-face meeting is unavoidable, minimize the meeting time, choose a large meeting room and sit at least one yard from each other if possible; avoid person-to-person contact such as shaking hands.
- Avoid any unnecessary travel and cancel or postpone nonessential meetings, gatherings, workshops and training sessions.
- Limit congregating in work rooms, pantries, copier rooms or other areas where people socialize.
- Bring lunch and eat at your desk or away from others (avoid lunchrooms and crowded restaurants).
- Encourage members and others to request information and orders via phone and e-mail in order to minimize person-to-person contact. Have the orders, materials and information ready for fast pick-up or delivery.

### ***Outside activities***

For the safety and well-being of our employees, employees may be encouraged to the extent possible to use good judgment outside of work. For example:

- Avoid public transportation (walk, cycle, drive a car) or travel to destinations either early or late to avoid rush-hour crowding on public transportation.
- Avoid recreational or other leisure classes, meetings, activities, etc., where employees might come into contact with contagious people.

### **3-21 HEALTH AND SAFETY**

The health and safety of employees and others on Company property are of critical concern to APA. The Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.



Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

### **3-22 WEAPONS**

APA strives to provide a safe and secure workplace for employees, clients, customers and visitors. The company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on company property or conducting company business. For purposes of this policy, company property includes, but is not limited to, all company facilities, company-provided vehicles and equipment that are either leased or owned by the company or a company client.

Possession of firearms or other weapons may be cause for discipline, including, but not limited to, immediate termination of employment. In enforcing this policy, APA reserves the right to request inspections of any employee and their personal effects while on company property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to the same disciplinary action as having been found in possession of firearms or other weapons.

In the event an employee lawfully possesses a firearm, the employee can store the firearm in the employee's personal vehicle while on company-provided parking areas; however, the firearm must be stored in the employee's locked vehicle, or locked to the vehicle, and hidden from plain view.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy you should immediately report this information to their onsite supervisor.

### **3-23 HIRING RELATIVES/EMPLOYEE RELATIONSHIPS**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, APA may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **3-24 EMPLOYEE DRESS AND PERSONAL APPEARANCE**

Employees are expected to report to work well groomed, clean, and dressed according to the requirements of their position. Some employees may be required to wear uniforms or safety equipment/clothing. Employees should contact their supervisor for specific information regarding acceptable attire for their position. If employees report to work dressed or groomed inappropriately, they may be prevented from working until they return to work well groomed and wearing the proper attire.

### **3-25 PUBLICITY/STATEMENTS TO THE MEDIA**

All media inquiries regarding the position of the Company as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

### **3-26 OPERATION OF VEHICLES**

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Company-owned or leased vehicles may be used only as authorized by management.

### **3-27 BUSINESS EXPENSE REIMBURSEMENT**

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be pre-approved by the employee's Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. For contract work, any expenses related to support contract should be competed accordingly. All expenses incurred should be submitted on a monthly expense report spreadsheet to the employee's Supervisor along with the receipts in a timely manner. Expenses related to phone use, gas, mileage, will be reviewed on a case by case basis. Any business-related travel and associated expenses must be pre-approved Expense reports should be submitted as required by any contract work and/or at the end of each month.

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their Supervisor in advance if they have any questions about whether an expense will be reimbursed.

### **3-28 IF YOU MUST LEAVE US**

Should any employees decide to leave the Company, we ask that they provide a Supervisor with at least 2 weeks advance notice of departure. Thoughtfulness will be appreciated. All Company, property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of the Company's Confidential Information upon separation. 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.

### **3-29 A FEW CLOSING WORDS**

This handbook is intended to give employees a broad summary of things they should know about APA. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, APA, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Company or its personnel policies and practices.

## Section 4 - OPERATIONAL POLICIES

### 4-1 EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all APA employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

### 4-2 YOUR EMPLOYMENT RECORDS

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

Employees should keep their personnel file up to date by informing the employee's supervisor of any changes. Employees also should inform the employee's supervisor of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

To ensure that your personnel file is up-to-date at all times, notify your supervisor or your payroll specialist of any changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, or the individuals to notify in case of an emergency. Additionally, complete and forward an Employee Change of Personal Information form to your Insperity payroll specialist or you may update your file through the Insperity Premier™ at <http://portal.insperity.com>. Assistance may also be

provided through the Insperity Contact Center at 866-715-3552, 7AM-7PM CT Monday-Friday.

#### **4-3 WORKING HOURS AND SCHEDULE**

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point APA may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A supervisor will provide further details.

#### **4-4 REMOTE WORK/TELECOMMUTING**

APA may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by the Company. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work. Remote work impacted by such emergencies may also be subject to change and employees will be notified of applicable changes.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information, as well as their immediate supervisor.

Any remote work/telecommuting arrangement may be discontinued by the Company at any time and at the discretion of the Company. Employees also may discontinue the arrangement but may not be guaranteed office space at the Company's location.

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

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by the Company or employee without notice, cause, or liability.

## **Hours of Work**

While working remotely, employees will work full time from home, or in other designated work areas as it may be applicable and according to agency requirements. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to the Company's timekeeping system and take rest and meal breaks as if in the Company's workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

## **Location**

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any Company-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by the Company.

## **Duties**

Employees are expected to follow all existing Company policies and procedures. The duties, obligations, responsibilities, and conditions of employment with the Company remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing Company policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

## **Accidents and Injuries**

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on Company premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the

employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. The Company assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

## **Equipment**

Employees agree to use electronic equipment that has been encrypted and meets all of the Company's security requirements. If the Company provides equipment for home use, employees agree to provide a secure location for Company-owned equipment and will not use, or allow others to use, such equipment for purposes other than Company business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by the Company, however, any issued equipment must be properly secured and accounted for at all times. The Company will bear the expense of removal of any such equipment, linkages, and installations provided by the Company upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release the Company from any damage or liability incurred in the installing or removal of the equipment provided by the Company.

## **Return of Company Property**

All equipment (to include any identification or access badges, cards and tokens), records, and materials provided by the Company will remain Company property. Employees agree to return Company equipment, ID/Access cards, badges, tokens, records, and materials upon request and in the same condition as issued. All Company equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

## **Expenses**

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, the Company will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.

## **Confidentiality**

Employees agree that they are subject to the Company's policies prohibiting the nonbusiness use or dissemination of the Company's confidential business and proprietary information. Employees will take all appropriate steps to safeguard the Company's confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding the Company's products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information. All employees must adhere to signed Non-Disclosure Agreements (NDAs).

## **Contact**

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact their supervisor.

## **4-5 TIMEKEEPING PROCEDURES**

Employees must record their actual time worked for payroll and benefit purposes, utilizing the approved timekeeping system. Time worked must be recorded in the approved timekeeping system each day and submitted at the end of each week. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who



will attempt to correct legitimate errors. Failure to maintain timekeeping standards will be addressed, documented, and maintained in the employee's file.

#### **4-6 OVERTIME**

Like most successful companies, APA experiences periods of extremely high activity, additional work may be required. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if necessary. Efforts will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each week, unless otherwise required by law. Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

#### **4-7 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES**

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

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (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 travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and 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 the employee goes directly home from the final job site, unless it is much longer than the regular

commute home from the regular worksite. In such case, 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 their 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 (1-1/2) times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

### **4-8 SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES**

It is APA's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for APA. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for

the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);

- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the Company has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Insperty human resource specialist or any other supervisor in APA with whom the employee feels comfortable.

#### **4-9 YOUR PAYCHECK**

Employees will be paid semi-monthly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, APA is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of Employee's Supervisor and Insperity human resource specialist immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

#### **4-10 DIRECT DEPOSIT**

APA strongly encourages employees to use direct deposit. Authorization forms are available from Employee's Supervisor and Insperity Payroll Specialist.

#### **4-11 SALARY ADVANCES**

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

#### **4-12 PERFORMANCE REVIEW**

Depending on the employee's position and classification, APA endeavors to review performance annually. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

#### **4-13 RECORD RETENTION**

APA acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Company and its employees and possible disciplinary

action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Supervisor to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the Company that may have an impact on record retention protocols.

#### 4-14 JOB POSTINGS

APA is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## Section 5 - BENEFITS

### 5-1 BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is APA's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs APA provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Insperty Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, APA (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Insperty Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday.

A benefits package is provided to eligible employees through Company's co-employment relationship with Insperty. Details describing these benefits, including eligibility information, can be found in the Benefits Book provided to each employee when hired. Additionally, you

can call the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday for more information on the benefits available to you.

## 5-2 PAID HOLIDAYS

Full-time employees will be paid for the following holidays:

New Year's Day

Martin Luther King, Jr. Day

George Washintgon's Birthday

Memorial Day

Juneteenth National Independence Day

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day

Christmas Day

When holidays fall or are celebrated on a regular work day, eligible employees will receive one (1) day's pay at their regular straight-time rate.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate).

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate).

## 5-3 PAID TIME OFF

### PAID TIME OFF (PTO)

Paid-time-off is provided by APA for eligible employees to be away from work due to vacation, illness or other personal requirements. PTO will be available to use immediately.

Paid-time-off accrues semi-monthly. Paid-time-off accrues on a pro rata basis so that, for example, employees who have been employed for one week have accrued 1/52 of their annual accrual. In the event that available Paid-time-off is not used by the end of the anniversary year, employees may carry up to 80 hours of unused time onto the next anniversary year. The maximum balance cap for PTO is 120 hours and accruals will stop until the balance is below the cap. Employees will not earn Paid-time-off while on any type of leave.

Employees will earn Paid-time-off according to the following schedule:

Accrual rate Semi-Monthly	Maximum annual accrual	Maximum Carryover	Maximum Balance Cap
3.34	80 hours	80 hours	120 hours

Employees classified as exempt may take time off in half-day (4 hour) or full-day (8 hour) increments. Nonexempt employees should record their time off in time increments to the quarter hour, (for example, 1.0 hours, 1.25 hours, 1.50 hours, 1.75 hours).

So that the company may schedule work and plan for business requirements, you should give as much notice as possible in scheduling time off. If there are conflicting dates, preference generally will be given to the employee who has the most tenure. A more junior employee who already has an approved Paid-time-off schedule will not, however, be bumped by a more tenured employee.

If planned Paid-time-off has to be canceled due to the needs of the company and you are unable to reschedule the time off within the year, the company reserves the option of paying you in lieu of taking the canceled Paid-time-off or allowing you to reschedule your time off.

Pay for Paid-time-off days will be paid on the regular pay cycle and as straight time hours. No overtime hours are included in Paid-time-off accrual. Paid-time-off days are not considered hours worked when calculating overtime hours.



Upon separation of employment, if you have taken time that has not yet accrued, you agree to repay any such amounts and you will be required to complete an authorization form to allow deductions from your final paycheck, to the extent permitted by law. However, if you have accrued but unused Paid-time-off, you will be paid this time upon separation of employment on your final paycheck, unless any applicable state law dictates otherwise. While Paid-time-off is paid through Insperity, Paid-time-off is solely an APA policy.

#### **5-4 LACTATION ACCOMMODATIONS**

APA will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time cannot run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult your supervisor or Insperity human resource specialist with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

#### **5-5 WORKERS' COMPENSATION**

On-the-job injuries are covered by APA's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow Company procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

Questions regarding workers' compensation insurance coverage should be directed to your supervisor or the Insperity Workers' Compensation Department at 800-242-8893, ext. 4244.

## 5-6 JURY DUTY

APA realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Company during such week.

## 5-7 BEREAVEMENT LEAVE

The death of a family member is a time when employees wish to be with their families. If the employee is full-time and loses a close relative, the employee will be allowed paid time off of up to 3 workdays to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union partner, child, parent, sibling, comparable step-relations; you may take off one day of bereavement leave for the death of a relative who is not a member of your immediate family. or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, APA may require verification of death.

## 5-8 VOTING LEAVE

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

## **5-9 INSURANCE PROGRAMS**

Full-time employees may participate in APA's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact the Insperity Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday with any further questions.

## **5-10 LONG-TERM DISABILITY BENEFITS**

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between APA and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

## **5-11 EMPLOYEE ASSISTANCE PROGRAM**

We care about our employees' health and well-being and recognize that employees may be faced with personal challenges. The Employee Assistance Program (EAP) provides confidential support, counseling, as well as customized resources and referrals to help employees and their immediate families with work-life services, health information lines, and legal and financial services referrals. All contact between an employee and the EAP is confidential and designed to safeguard the participant's privacy rights. The EAP's telephone number is 1-866-402-0003.

The company reserves the right to amend, suspend, or terminate any of the benefits plans it sponsors at any time.

## **5-12 TRANSPORTATION REIMBURSEMENT PROGRAM**

APA provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. Eligible employees may participate at any time, but the benefit selection must be made by the 10<sup>th</sup> in order to apply to the next month. The program works similarly to a Flexible Benefits Program, in which employees elect to have a portion of pre-tax income transferred to an account for future reimbursement for

transportation expenses. The amount of contributions is subject to IRS limits, which generally change every year. Upon becoming eligible to participate in this plan, employees will receive a Summary Plan Document (SPD) describing the benefit in greater detail. Employees should refer to the SPD for detailed plan information. Eligible employees may sign up for commuter benefits, set up an account, place orders for transit passes, and manage account information by Accessing WageWorks online under My Account > Benefits > Additional Benefits > Commuter Benefits on Insperty Premier™ or by calling WageWorks toll-free at 877-WAGEWORKS (877.924.3967). Employees also should feel free to speak to the Insperty Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday if they have any further questions.

### **5-13 RETIREMENT PLAN**

Eligible employees are able to participate in APA's retirement plan after 90 days of employment. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to the Insperty Contact Center at 1-866-715-3552, 7:00 a.m. – 7:00 p.m. CT, Monday through Friday if there are any further questions.

### **5-14 INSPIRITY ONLINE SERVICES**

Visit Insperty online to access training, secure personal information and work tools. Go to <http://portal.insperty.com> and click CREATE ACCOUNT. Follow the steps below to log in and begin using Insperty Premier™:

Step 1: Enter your last name and date of birth

Step 2: Enter one of the following to identify yourself:

- Your Social Security Number
- Your Individual Taxpayer Identification
- Your Insperty ID (this can be found on your paystub)

Step 3: Enter a username and password of your choice. Then follow the remaining prompts to create the account.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

Contact Insperity's Contact Center toll free at 866-715-3552, Monday through Friday from 7:00 a.m. to 7:00 p.m., CST for questions about Insperity Premier™ and your Insperity benefits.

### **Employment Verifications**

Requests for employment verifications, for current or former employees, should be directed to Insperity's Contact Center at 866-715-3552, option 5. Insperity will only release your last title and dates of employment, unless you have authorized in writing certain additional information to be provided.

## Section 6 - LEAVES OF ABSENCE

### 6-1 PERSONAL LEAVE

If employees are ineligible for any other Company leave of absence, APA, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days, or sick days. APA will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, the Company will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Company will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

### 6-2 MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise

impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that APA can maintain proper coverage while employees are away.

### **6-3 CONTINUATION OF BENEFITS**

All active, full-time employees covered by the Insperity Group Health Plan or the Insperity Health Care Flexible Spending Account (FSA) Plan may continue plan coverage for up to 12 weeks during an approved leave of absence, or for any longer period, as required by law.

While on leave, you must continue to pay any required contribution for health coverage, as well as make payments for any other applicable benefits which would otherwise be automatically deducted from your wages (e.g., supplemental life insurance, credit union loans, and 401(K) loans). Your failure to pay any required employee contributions does not relieve you of your obligation to pay such contributions. Contact the Insperity Contact Center at 866-715-3552 for details regarding employee contributions. For questions regarding 401(K) loan payments, contact Insperity Retirement Services at 888-401-5273.

If you do not return to work upon expiration of the applicable 12-week period (or such longer period as required by law), coverage will terminate and you will have the opportunity to continue coverage for a limited period of time under COBRA in accordance with applicable law.

## Section 7 - DISTRICT OF COLUMBIA ADDENDUM

### 7-1 PREGNANCY ACCOMMODATIONS

APA will endeavor to provide reasonable accommodations to employees working in the District of Columbia who are affected by pregnancy, childbirth or related medical conditions as required by law, unless such accommodations would result in an undue hardship to the Company. The Company will engage in a good faith and timely interactive process to determine whether a reasonable accommodation can be provided for such employees. Employees may be asked to provide necessary medical certification. Reasonable accommodations may include: more frequent or longer breaks, time off to recover from childbirth, equipment modification, light duty and having the employee refrain from heavy lifting.

Employees with questions regarding this policy can contact the Employee's Supervisor.

### 7-2 SICK AND SAFE TIME

#### **Eligibility**

The Company provides paid sick leave to all District of Columbia employees pursuant to the District of Columbia Accrued Sick and Safe Leave Act.

#### **Accrual**

Employees begin to accrue paid sick leave pursuant to this policy from the date of hire. Employees accrue paid sick leave at a rate of one (1) hour for every 43 hours worked up to a maximum of 5 days per calendar year.

#### **Usage**

Employees may begin using paid sick leave under this policy after the 90th day of employment.

The employee may use paid sick leave under this policy for the following reasons:

1. an absence resulting from a physical or mental illness, injury, or medical condition of the employee;
2. an absence resulting from obtaining professional medical diagnosis or care or preventive medical care for the employee; or



3. an absence for the purpose of caring for a family member who has any of the conditions or needs for diagnosis or care described in paragraphs (1) and (2) above.

The employee may also use paid leave for an absence if the employee or the employee's family member is a victim of stalking, domestic violence, or sexual abuse and the absence is directly related to medical, social, or legal services pertaining to the stalking, domestic violence, or sexual abuse for the purposes of:

1. seeking medical attention for the employee or the employee's family member to treat or recover from physical or psychological injury or disability caused by stalking, domestic violence, or sexual abuse;
2. obtaining services for the employee or the employee's family member from a victim services organization;
3. obtaining psychological or other counseling services for the employee or the employee's family member;
4. the temporary or permanent relocation of the employee or the employee's family member;
5. taking legal action, including preparing for or participating in any criminal or civil proceeding related to or resulting from stalking, domestic violence, or sexual abuse; or
6. taking other actions that could be reasonably determined to enhance the physical, psychological, or economic health or safety of the employee or the employee's family member or the safety of those who work or associate with the employee.

### **Notice & Documentation**

If possible, employees must provide at least 10 days prior notice of the planned use of paid sick leave under this policy. Where 10 days prior notice is not possible, the employee must provide notice as soon as possible, ideally in writing. In the case of an emergency, employees must notify the Company of need to use paid sick leave prior to the start of their next shift or within 24 hours of the onset of the emergency, whichever is sooner. Employees are required to make a reasonable effort to schedule paid sick leave in a manner that does not unduly disrupt the Company's operations. If paid sick leave is requested in a non-emergency situation, the employee must consult with the Company regarding the date and time of the paid leave to be taken.

Employees are required to provide reasonable certification of the reason for leave within one business day of return to work where the requested leave under this policy is for three or more consecutive days. A reasonable certification may include:

1. a signed document from a health care provider affirming the illness of the employee or the employee's family member;
2. a police report indicating that the employee or the employee's family member was the victim of stalking, domestic violence, or sexual abuse;
3. a court order indicating that the employee or employee's family member was the victim of stalking, domestic violence, or sexual abuse;
4. a signed written statement from a victim and witness advocate affirming that the employee or employee's family member is involved in legal action or proceedings related to stalking, domestic violence, or sexual abuse. The signed statement shall include only the name of the employee or employee's family member who is a victim and the date on which services were sought; or
5. a signed written statement from a victim and witness advocate, or domestic violence counselor affirming the employee or employee's family member sought services to enhance the physical, psychological, economic health or safety of the employee or employee's family member.

### **Payment**

Paid sick leave under this policy will be calculated based on the employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

### **Payout**

Accrued but unused paid sick leave under this policy will not be paid at separation. Unused sick hours will be reinstated if re-employed by Company within one year of separation. While sick time is paid through Insperity, sick time is solely a Company policy.

### **Enforcement & Retaliation**

The Company prohibits retaliation against any employees who assert their rights to receive paid sick leave under this policy. The Office of Wage-Hour of the D. C. Department of Employment Services can investigate possible violations. To request full text of the Act, to obtain a copy of the rules associated with this Act, or to file a complaint, contact the Office of Wage-Hour at (202) 671-1880, 4058 Minnesota Avenue, N.E., 4th Floor, Washington, D.C. 20019, or visit [www.does.dc.gov](http://www.does.dc.gov). Employees with questions regarding this policy can contact your supervisor or Insperity human resource specialist.

### 7-3 JURY DUTY LEAVE

APA realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service, including fees received for jury duty service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

The Company will pay full-time employees their regular wages, less the fee received for jury service, for up to five (5) days of jury service. Exempt employees will be paid their full salary less jury duty fees for any week in which they performed work for the Company and missed work due to jury service.

The employee will not be considered a full-time employed juror on any day of jury service in which that employee:

- would not have accrued regular wages to be paid by the Company if the employee were not serving as a juror on that day; or
- would not have worked more than half of a shift that extends into another day if the employee was not serving as a juror on that day.

Employers with 10 or fewer employees are not required to pay a juror-employee their usual compensation.

### 7-4 PAID FAMILY AND MEDICAL LEAVE BENEFITS

Employees may be eligible for paid leave benefits for covered events pursuant to the District of Columbia Universal Paid Leave Amendment Act (UPLA). The UPLA is a paid leave benefit administered by the Office of Paid Family Leave (OPFL) at the District of Columbia Department of Employment Services. Benefits are funded through an employer payroll tax, not deducted from employees' pay. The District of Columbia (the "District") is solely responsible for determining eligibility for paid leave benefits under the UPLA.

## **Eligibility**

To be eligible for paid leave benefits, employees must have been a covered employee during some or all of the 52 calendar weeks immediately preceding the qualifying event for which paid leave is being taken. A covered employee is someone who either spends more than 50% of their work time for APA working in the District; or whose employment for APA is based in the District, who regularly spends a substantial amount of the work time in the District, and who does not spend more than 50% of their work time for APA in another jurisdiction.

## **Covered Events**

Paid leave benefits are available for the following covered events:

- family leave to care for a family member with a serious health condition;
- medical leave for the employee's own serious health condition (including the occurrence of a stillbirth and the medical care related to a miscarriage);
- parental leave to bond with the employee's child after the child's birth, placement of a child for adoption or foster care, or placement of a child with the employee who will legally assume and discharge parental responsibility ("parental leave event"); and
- prenatal leave for covered prenatal medical care following the diagnosis of pregnancy by a health care provider and prior to the occurrence of a parental leave event.

Parental leave benefits must be used within 52 calendar weeks of the qualifying parental leave event.

## **Family Member Definitions**

For purposes of paid leave benefits, a family member includes the employee's:

- biological, adopted or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis;
- biological, foster or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to when the employee was a child;
- a person to whom the employee is related by domestic partnership or marriage;
- grandparent, which means the biological, foster, adoptive or stepparent of the employee's biological, foster, adoptive or stepparent; or

- a sibling, which means the biological, half-, step-, adopted-, or foster-sibling or sibling-in-law of the employee.

## **Benefit Amounts**

The amount of paid leave benefits that may be payable varies depending on the covered event and the date of filing for paid leave benefits, as follows.

For claims filed before October 1, 2022:

- family leave benefit is up to six (6) workweeks within a 52-calendar week period;
- medical leave benefit is up to six (6) workweeks within a 52-calendar week period;
- parental leave benefit is up to eight (8) workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period

For claims filed on or after October 1, 2022:

- family leave benefit is up to 12 workweeks within a 52-calendar week period
- medical leave benefit is up to 12 workweeks within a 52-calendar week period
- parental leave benefit is up to 12 workweeks within a 52-calendar week period; and
- prenatal leave benefit is up to two (2) workweeks within a 52-calendar week period.

For claims filed before October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is eight (8) workweeks. However, employees may take up to a total of 10 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined although they may not receive any combination of prenatal leave and medical leave for more than six (6) weeks in a 52-calendar week period.

For claims filed on or after October 1, 2022, the aggregate maximum amount of paid leave benefits that may be received within a 52-calendar week period for family, medical or parental leave is 12 workweeks. However, employees may take up to a total of 14 workweeks in a 52-calendar week period when parental leave and prenatal leave are combined, although they may not receive any combination of prenatal leave and medical leave for more than 12 weeks in a 52-calendar week period.

The amount of benefits will be calculated by the District and will depend in part on the employee's average weekly wage as reported by the Company to the Department of Employment Services, subject to a maximum weekly benefit amount.

Employees may elect to receive paid leave benefits either intermittently or continuously in increments of no less than one (1) day.

Employees who have experienced an event that may qualify for paid leave benefits may contact your supervisor or Insperity human resource specialist for information about the District's paid leave benefits program and how to apply for benefits. Employees also can learn more about applying for benefits with the OPFL: [dcpaidfamilyleave.dc.gov](https://dcpaidfamilyleave.dc.gov)

### **Notice and Documentation**

Employees must, to the extent practicable, provide written notice of their need to use paid leave benefits to the Employee's Supervisor before taking leave. If the need is foreseeable, written notice must be given at least 10 business days in advance. If the need is not foreseeable, notice must be provided in writing, or orally in exigent circumstances, before the start of the work shift for which the individual intends to first take time off for a covered event. In the case of an emergency that prevents the employee from providing notice before the start of the work shift, the eligible employee, or another individual, must notify the Company in writing, or orally in exigent circumstances, within 48 hours after the emergency occurs. The eligible employee, or someone on their behalf, must supplement oral notice with written notice as soon as practicable.

The written or oral notice should include:

- the type of covered event;
- the expected duration of the time off work for the covered event;
- the expected start and end dates of the time off work for the covered event; and
- whether the paid leave benefits sought will initially be used continuously or intermittently.

### **Job Protection**

The UPLA does not provide job protection to employees when they take time off work and receive paid leave benefits unless they qualify for such reinstatement under federal or D.C. family and medical leave laws. Any time off for events that qualify for paid leave benefits will run concurrently with other leaves of absence, such as Family and Medical Leave and D.C.

Family and Medical Leave, if applicable. Please see the Family and Medical Leave and D.C. Family and Medical Leave policies for eligibility requirements.

## **Retaliation**

The Company prohibits retaliation against employees for requesting or using paid leave benefits or otherwise exercising or attempting to exercise any right provided in this policy or the UPLA.

Employees with questions regarding these benefits can contact your supervisor or Insperity human resource specialist.

## **7-5 TIME OFF FOR SCHOOL-RELATED ACTIVITIES**

APA will grant employees who are parents, guardians, aunts, uncles, grandparents or stepparents of school-age children up to 24 hours of unpaid leave during any 12-month period to attend or participate in a school-related event in which the employee's child is a participant or a subject. School-related events include those sponsored by either the school or an associated organization, such as a parent-teacher association. Examples of school-related events include a concert, play or rehearsal, a sporting event or a meeting with a teacher or counselor.

When possible, employees should provide 10 days' advance notice to your supervisor or Insperity human resource specialist. Employees may use accrued paid time off for the otherwise unpaid leave. Leave may be denied if it would unduly disrupt the Company's business and make the achievement of production or service delivery unusually difficult.

## **Section 8 - MAINE ADDENDUM**

### **8-1 PREGNANCY ACCOMMODATIONS**

In compliance with Maine's An Act to Protect Pregnant Workers law, APA will not discriminate against applicants or employees because of pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Except where based on a bona fide occupational qualification, the Company will not treat a pregnant person who is able to work in a different manner from other persons who are able to work. Neither will the Company treat a pregnant person who is not able to work because of a disability or illness resulting from pregnancy or from medical conditions that result from pregnancy, in a different manner from others who are not able to work because of other disabilities or illnesses.

If applicants or employees request a reasonable accommodation due to health conditions related to pregnancy, childbirth or a medical condition related to pregnancy or childbirth, the Company will endeavor to provide a reasonable accommodation to enable them to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business.

The Company will engage in a timely, good faith and interactive process with the employee to determine effective, reasonable accommodations. Reasonable accommodations for a pregnancy-related condition may include, but are not limited to:

- more frequent or longer breaks;
- temporary modification of work schedules, seating or equipment;
- temporary relief from lifting requirements;
- temporary transfer to less strenuous or hazardous work; and
- provisions for lactation.

If employees have any questions, concerns or complaints concerning this policy or wish to request an accommodation, they should contact the Employee's Supervisor.

### **8-2 ANTI-HARASSMENT – ME**

APA and Insperty are committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is



prohibited and will not be tolerated. All employees, including supervisors, co-workers, vendors, contractors, customers or other third parties, are expected to adhere to this policy.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, APA and Insperty will promptly take any necessary and appropriate disciplinary action.

APA and Insperty will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints.

1. The term "harassment" includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender (including sex stereotyping and gender identity or expression), medical condition (including, but not limited to, cancer related or HIV/AIDS related), genetic information, or sexual orientation.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
  - a. Submission to such conduct is an explicit or implicit term or condition of employment;
  - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
  - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

### **Complaint Procedure**

APA and Insperty provide you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, and discrimination. Any employee who feels harassed or discriminated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware their conduct is offensive and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to

your immediate supervisor, manager or company owner and the Insperity Anti-Harassment Hotline number at 844-677-3030. We cannot resolve a harassment or discrimination problem, unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

When you call the Insperity Anti-Harassment Hotline, please be sure to leave your name, Insperity employee identification number or the last four digits of your social security number, and the name of the client company for which you work. If you wish to make an anonymous complaint, you may do so. However, the scope of our investigation may be limited based on the information you provide.

### **Confidentiality**

All reports of alleged harassment, sexual harassment, or discrimination will be treated seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

### **Investigative Procedure**

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, APA and Insperity will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. APA and Insperity may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from a vendor, contractor, customer or other third party, APA and Insperity will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

### **Duties of Employees and Supervisors**

All employees of the company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, company owner) should act promptly to notify the Insperity Anti-Harassment hotline number so an investigation may promptly proceed. The company and Insperity may discipline any managers or supervisors who fail to follow this policy, which discipline, may include termination.

**Read the MHRC Brochure:** [https://www.maine.gov/mhrc/sites/maine.gov.mhrc/files/inline-files/sexual\\_harassment\\_brochure.pdf](https://www.maine.gov/mhrc/sites/maine.gov.mhrc/files/inline-files/sexual_harassment_brochure.pdf)

**Read the Maine Notice:** [https://www.maine.gov/mhrc/sites/maine.gov.mhrc/files/inline-files/sexual\\_harassment\\_poster\\_0.pdf](https://www.maine.gov/mhrc/sites/maine.gov.mhrc/files/inline-files/sexual_harassment_poster_0.pdf)

The Maine Commission Against Discrimination and/or the U.S. Equal Employment Opportunity Commission may also investigate and process complaints of harassment or discrimination. The Maine Human Rights Commission is located at 51 State House Station, Augusta, ME 04333-0051. It can also be reached via phone at 207-624-6290, fax at 207-624-8729 and TTY: MAINE RELAY 711.

### 8-3 FAMILY MILITARY LEAVE

Employees who have been employed by APA for at least 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the day the leave begins and are the spouse, domestic partner or parent of a Maine resident who is deployed for military service for more than 180 days pursuant to the orders of the Governor or the President of the United States, are eligible for an unpaid leave of absence for up to 15 days per deployment.

Leave may be taken during any of the following periods:

- during the 15 days immediately prior to deployment;
- during the deployment, if the military member is granted leave; or
- during the 15 days immediately following the period of deployment.

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at your expense during the period of leave.

If the leave will consist of an absence of five (5) or more consecutive work days, the employee must provide notice to the Company at least 14 days in advance. If the leave will consist of an absence of fewer than five (5) consecutive work days, the employee must provide as much advance notice to the Company as is practicable. In all cases, the employee must consult with the Company to attempt to schedule leave so as to not unduly disrupt operations. The Company reserves the right to require certification of employee eligibility for this leave from the proper military authority.

Upon returning from leave, in most cases the employee will be restored to the position held before the leave began or to an equivalent position.

## Section 9 - NORTH CAROLINA ADDENDUM

### 9-1 SCHOOL ATTENDANCE LEAVE

APA will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 12-month period to participate in activities at their children's school. Forty-eight hours' written advance notice is required. The leave shall occur at a time mutually agreed upon by the employee and the Company. The Company may require verification of the employee's participation in the school activities. Employees must first use accrued paid time off for this purpose.

## **Section 10 - UTAH ADDENDUM**

### **10-1 PARENTAL LEAVE FOR COURT APPEARANCES - UT**

You may request time off to accompany your minor child or ward to a court appearance. You are required to notify your supervisor at least 7 days in advance or within 24 hours of receiving notice of the court hearing. You may choose to use accrued vacation or paid time off (PTO). However, if paid leave is not available, you may take the time off without pay.

## Section 11 - VIRGINIA ADDENDUM

### 11-1 PREGNANCY ACCOMMODATIONS

In compliance with Virginia law, APA will provide reasonable accommodation to the known limitations of a person related to pregnancy, childbirth, or related medical conditions, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company.

The Company will not:

- Take adverse action against individuals who request or use a reasonable accommodation pursuant to this policy, including failure to reinstate any such employee to their previous position or an equivalent position with equivalent pay, seniority, and other benefits when the need for a reasonable accommodation ceases;
- Deny employment or promotion opportunities to an otherwise qualified individual because the Company will be required to make reasonable accommodation to the known limitations of such individual related to pregnancy, childbirth, or related medical conditions; or
- Require employees to take leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth, or related medical conditions.

The Company will endeavor to engage in a timely, good faith interactive process with employees who request an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

#### **Reasonable Accommodations**

Reasonable accommodations may include, but are not limited to:

1. More frequent or longer bathroom breaks;
2. Breaks to express breast milk;
3. Access to a private location other than a bathroom for the expression of breast milk;
4. Acquisition or modification of equipment or access to or modification of employee's seating;
5. A temporary transfer to a less strenuous or hazardous position;

6. Assistance with manual labor;
7. Job restructuring;
8. A modified work schedule;
9. Light duty assignments; and
10. Leave to recover from childbirth.

Any questions about or requests for a reasonable accommodation pursuant to this policy, should be directed to the Employee's Supervisor.

## **11-2 REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES**

### **Reasonable Accommodation For Persons With Disabilities**

In accordance with the Virginia Human Rights Act (the "Act"), employees have the right to reasonable accommodations for disabilities and to be free from unlawful discriminatory practices based on disability.

Under the Act, the Company may not:

- refuse to make reasonable accommodation to the known physical and mental impairments of an otherwise qualified person with a disability, if necessary to assist such person in performing a particular job, unless the Company can demonstrate that the accommodation would impose an undue hardship on the Company;
- take adverse action against an employee who requests or uses a reasonable accommodation pursuant to this section;
- deny employment or promotion opportunities to an otherwise qualified applicant or employee because the Company will be required to make reasonable accommodation for a person with a disability;
- require an employee to take leave if another reasonable accommodation can be provided to the known limitations related to the disability; or
- fail to engage in a timely, good faith interactive process with an employee who has requested an accommodation pursuant to this section to determine if the requested accommodation is reasonable and, if such accommodation is determined not to be reasonable, discuss alternative accommodations that may be provided.

In determining whether an accommodation would constitute an undue hardship upon the Company, the following will be considered:



- hardship on the conduct of the Company's business, considering the nature of the Company's operation, including composition and structure of the Company's workforce;
- size of the facility where employment occurs;
- the nature and cost of the accommodations needed, taking into account alternative sources of funding or technical assistance available by way of the vocational services offered by the state Department for Aging and Rehabilitative Services;
- the possibility that the same accommodations may be used by other prospective employees; and
- safety and health considerations of the person with a disability, other employees and the public.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact the Employee's Supervisor.

### **11-3 CIVIL AIR PATROL LEAVE - VA**

APA provides up to 10 workdays each fiscal year to attend training, up to 30 workdays when responding to an emergency mission of unpaid leave time to eligible employees to serve as a member of the Civil Air Patrol on the request of the state or its political subdivisions. You may choose to take accrued paid time off for the leave. You must give as much advance notice as possible and provide certification from the Civil Air Patrol authority in advance, unless you are called for emergency service.

## **Section 12 - WISCONSIN ADDENDUM**

### **12-1 LEAVE FOR EMERGENCY RESPONDERS**

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders or ambulance drivers for a volunteer fire department, a public agency or a nonprofit corporation (“volunteer provider”) are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

Employees who become a member of a volunteer provider must notify APA in writing within 30 days that they are a volunteer firefighter, emergency medical technician, first responder or ambulance driver. Additionally, if the employee's status changes, including termination of that status, the employee must notify the Company of the change in status.

Employees who are going to be late or absent from work due to an emergency that involves their service as a volunteer firefighter, emergency medical technician, first responder or ambulance driver, must make every effort to notify the Company that they may be late or absent from work due to the emergency. If prior notification is not possible, the employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, employees must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that they were responding to an emergency and indicating the date and time of the response to the emergency.

### **12-2 CIVIL AIR PATROL LEAVE - WI**

APA provides unpaid leave time to eligible employees to serve as a member of the Civil Air Patrol on the request of the state or its political subdivisions. You may choose to take accrued paid time off for the leave. You must give as much advance notice as possible and provide certification from the Civil Air Patrol authority in advance, unless you are called for emergency service.

## HANDBOOK ACKNOWLEDGEMENT

I acknowledge receipt of APA's Employee Handbook ("Handbook"). I understand this handbook contains information regarding the Company's rules and benefits which affect me as an employee.

I understand the Handbook is not a written employment contract for any specific term. My employment with Insperity is at-will. My employment with the Company is at-will unless an authorized employment agreement with APA provides otherwise.

I further understand that only Company authorized and designated Leadership personnel has any authority to change my at-will status or enter into any agreement guaranteeing employment with the Company for any specific period of time. I also understand that if any agreement is made, it will not be authorized and enforceable unless it is in writing and signed by both parties.

I also understand that an agreement made by designated Company Leadership personnel of APA is not binding on Insperity unless it is agreed to in writing by either the president or senior vice president of Insperity.

I understand, if requested by APA, I must repay the company any vacation/PTO used but not accrued at the time my employment ends, and I hereby authorize the company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

I further understand the Company reserves the right to modify the policies and benefits in the Handbook at any time without notice.

My signature below acknowledges that I have received the Handbook and understand it is my responsibility to read and comply with all policies contained in this Handbook, including state specific addendums (if any), and any revisions made to it.

*Employee Signature:* \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Insperity Employee ID Number: \_\_\_\_\_

**Please sign and return one acknowledgment to your supervisor and retain the other for your records. A copy of this signed acknowledgment should be sent to Insperity.**