



arbor aesthetics

# **EMPLOYEE HANDBOOK**

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## INTRODUCTION

The purpose of this employee handbook is to provide employees with an overview of Arbor Aesthetics' (the "Company") policies that apply to all employees. Please read it thoroughly and retain it for future reference. If you have any questions regarding the information contained in this handbook, please discuss those with the President, Amy Grewe.

This handbook is presented for informational and guidance purposes only. All employees who do not have individual, written contracts for specific, fixed terms are considered to be employees at will. "At will" means that you or the Company may terminate the employment relationship at any time, with or without cause or reason and with or without advance notice. This handbook and the Company's policies are not intended to constitute a contract of employment, either express or implied, between you and the Company. Accordingly, this handbook shall not and should not be interpreted or construed as an employment contract, either express or implied, between you and the Company. No manager or representative of the Company, other than the President of the Company, has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, and any such agreement must be in writing.

This handbook applies to all employees of the Company and supersedes and replaces any prior handbooks, policies and/or memoranda which were issued on subjects covered in this handbook.

The policies, procedures or benefits set forth in this handbook are subject to change at any time. The Company expressly reserves the right to amend, add to or delete any or all of these policies, procedures or benefits. Although the Company will attempt to give adequate notice of any such changes, the Company reserves the right to revise, supplement, modify, interpret, delete or rescind any policies, plans, procedures or benefits as it deems appropriate, in its sole and absolute discretion, with or without prior notice.

This handbook is the property of the Company and (along with all copies) is to be returned to your supervisor upon termination of your employment with the Company.

## **PERSONNEL PROCEDURES**

### **Equal Employment Opportunity Policy**

As a matter of policy, the Company pledges to provide equal employment opportunity without regard to race, color, creed, religion, sex (including pregnancy, gender stereotyping and caregiver status), sexual orientation, gender identity, AIDS/HIV status, marital status, citizenship status, national origin, ancestry, age, disability, veteran or military status, genetic information, or other factors protected by applicable federal, state or local law. In keeping with this policy, the Company recruits, employs and promotes the best-qualified individuals. This pledge applies to all employees and applicants for employment in connection with:

1. Hiring, placement, promotion, transfer or demotion
2. Requirement, advertising or solicitation for employment
3. Treatment during employment
4. Rates of pay or other forms of compensation
5. Selection for training, including apprenticeship
6. Leave of absence
7. Training
8. Layoff or termination

The above pledge has been made part of our employee handbook, posted on bulletin boards and directly communicated to all supervisors and management personnel.

All employees share in the responsibility for assuring, by their personal actions, the policies are effective and apply uniformly to everyone. Any employees, including supervisors and managers, involved in discriminatory or other unlawful practices will be subject to termination.

As an equal opportunity employer, the Company intends to comply with all applicable state, local, and federal laws, and you are expected as an employee of the Company also to comply with those laws.

### **Americans with Disabilities Act**

It is the policy of the Company to comply with all relevant and applicable provisions of the Americans with Disabilities Act (the "ADA"). The Company will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment due to a person's physical or mental disability.

The Company will make reasonable accommodations wherever necessary for all employees or applicants with a disability, provided the individual is otherwise qualified for the job and can safely perform the essential duties and assignments connected with the job, and provided that any accommodations made do not impose an undue hardship on the Company. The President is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. To request an accommodation, or for answers to questions regarding this policy, please contact the President.

## **Pregnancy Accommodations**

It is the policy of the Company to comply with applicable federal and state law regarding pregnancy. The Company will make reasonable accommodations wherever necessary for all employees or applicants for pregnancy, childbirth, or related medical conditions, provided that any accommodations made do not impose an undue hardship on the Company. The President is responsible for implementing this policy, including resolution of reasonable accommodation, safety, and undue hardship issues. To request an accommodation, or for answers to questions regarding this policy, please contact the President.

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

The Company strongly supports the right of all its employees to work in an environment free from all forms of harassment, discrimination, retaliation, intimidation, hostility or other offenses that might interfere with work performance. Harassment or discrimination based on race, color, creed, religion, sex (including pregnancy, gender stereotyping and caregiver status), sexual orientation, gender identity, AIDS/HIV status, marital status, citizenship status, national origin, ancestry, age, disability, veteran or military status, genetic information, or any other legally protected category will not be tolerated.

Employees have the obligation to report all incidents of harassment or discrimination, and those reports will be promptly and thoroughly investigated. The Company also does not tolerate retaliation against those who report illegal discrimination or harassment in good faith or those who cooperate with investigations. Any employee who has engaged in discriminatory, harassing or retaliatory conduct will be subject to immediate discipline, up to and including immediate discharge from employment.

***Harassment Defined.*** Harassment is verbal, written or physical conduct that degrades or displays hostility or hatred toward others because of their, or their relatives', friends' or associates' race, color, creed, religion, sex (including pregnancy, gender stereotyping and caregiver status), sexual orientation, gender identity, AIDS/HIV status, marital status, citizenship status, national origin, ancestry, age, disability, veteran or military status, genetic information, or other legally protected characteristics and which creates an intimidating, hostile or offensive working environment, unreasonably interferes with an individual's work performance, or otherwise adversely affects an individual's employment opportunities.

While it is not possible to identify all forms of harassment, generally speaking, harassing conduct includes, but is not limited to, the following acts or conduct when those acts or that conduct relates to race, color, creed, religion, sex (including pregnancy, gender stereotyping and caregiver status), sexual orientation, gender identity, AIDS/HIV status, marital status, citizenship status, national origin, ancestry, age, disability, veteran or military status, genetic information, or other legally protected characteristics:

- Epithets
- Slurs
- Negative stereotyping
- Threats
- Written or graphic material that degrades, or displays hostility or hatred toward an individual or group because their race, color, creed, religion, sex (including pregnancy, gender stereotyping

and caregiver status), sexual orientation, gender identity, AIDS/HIV status, marital status, citizenship status, national origin, ancestry, age, disability, veteran or military status, genetic information, or other legally protected characteristics when such material is distributed or circulated in the workplace or placed on walls, bulletin boards, or elsewhere on the Company's premises.

The Company prohibits, and will not tolerate, harassment. Any Company official or employee who engages in harassment will be subject to immediate discipline, up to and including immediate dismissal.

***Sexual Harassment Defined.*** Sexual harassment is expressly prohibited. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, visual, physical or written conduct of a sexual nature when such conduct creates an offensive, hostile or intimidating work environment and prevents individuals from effectively performing the duties of their positions. It also encompasses such conduct when it is made a term or condition of employment or if an employment decision is based on an individual's acceptance or rejection of such conduct.

Sexual harassment also includes, but is not limited to, the following acts, whether committed by Company officials or employees or other persons on the Company's premises, including any Company worksite, but not employed by the Company, including customers, vendors and visitors:

- Unwelcome sexual flirtations;
- Unwelcome sexual advances or propositions;
- Verbal abuse of a sexual nature;
- Subtle pressure or request for sexual activities;
- Unnecessary touching of an individual;
- Graphic or vulgar commentaries about a person's physical appearance, body, or clothing;
- Sexually degrading words used to describe a person;
- Displays in the workplace, at a Company worksite, or on the Company's premises of sexually suggestive materials, including objects or pictures;
- Sexually explicit or offensive jokes, whether written or spoken;
- Physical assault or battery;
- Verbal harassment or abuse;
- Accusations of sexual preference;
- Demands for sexual favors, including demands accompanied by express or implied promises or threats concerning an individual's employment status;
- Conditioning any term or benefit of employment upon sexual favors;
- Sexual slurs or innuendoes;
- Suggestive or insulting sounds;
- Touching, leering, whistling or obscene gestures;
- Displaying derogatory or offensive posters, cartoons or drawings; and
- Any other conduct that unreasonably interferes with an employee's performance of his or her job, creates an intimidating, hostile or offensive working environment, or otherwise adversely affects an individual's employment opportunities.

Generally speaking, there are two types of sexual harassment: (1) *quid pro quo*, which involves an express or implied suggestion that a term or condition of employment is, or may be, contingent upon

sexual activities or favors, and (2) *hostile environment*, which involves sexually harassing conduct so severe that it creates a hostile working environment. Sexual harassment occurs when the conduct described above may:

- Be construed as being a term or condition of an individual's employment, i.e., when a supervisor or other employee threatens or insinuates, either explicitly or implicitly, that another employee's or applicant's refusal of sexual advances or demands will adversely affect that person's employment in any way or when the employee's or applicant's agreement to submit to sexual advances or demands will positively affect that person's employment in any way;
- Be used as a basis for making employment decisions affecting an employee or applicant, depending upon the employee's or applicant's submission to, or reflection of, improper conduct; *or*
- In purpose or effect, substantially interfere with an employee's work performance or create an intimidating, hostile, or offensive working environment.

The Company prohibits, and will not tolerate, sexual harassment. Any Company official or employee who engages in sexual harassment will be subject to immediate discipline, up to and including immediate dismissal.

**Reporting Incidents of Harassment.** Any employee who, in good faith, believes he or she is being subjected to harassment, or who, in good faith, observes what he or she believes is harassment, shall immediately report any incident directly to the employee's supervisor, the President or the President of the Company. Reports of harassment involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified. Employees making a complaint should make such complaints in writing and must provide detailed information regarding the harassing conduct; the date(s) and approximate time(s) of the alleged harassment; the names of all persons involved; the names of any witnesses; and any other information deemed helpful to an investigation.

Employees are reminded to report all instances of sexual harassment by nonemployees. These reports are to be made in the same way as all other reports of harassment.

All reports will be treated, to the extent possible, confidentially and will be promptly investigated. If the result of the investigation indicates that corrective action is called for, such action will be taken in accordance with the seriousness of the event and may include disciplinary measures, up to and including immediate discharge from employment of the offender.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including discharge from employment. Making a report in bad faith will also subject the employee to discipline, up to and including termination.

**Reporting Incidents of Retaliation.** The Company prohibits retaliation of any kind against those who report harassment or discrimination in good faith or those who cooperate with harassment or discrimination investigations. The Company will, in accordance with established and specific procedures, promptly investigate all retaliation complaints. Any incidents of retaliation shall be immediately reported to the employee's supervisor, the President or the President of the Company.

Reports of retaliation involving any of these persons shall not be reported to that person; instead, make the report to one of the other persons identified. Complaints should be in writing and must include detailed information concerning the retaliatory conduct; the date(s) and approximate time(s) of the retaliatory conduct; the names of all persons involved; the names of any witnesses; and any other information deemed helpful to an investigation.

When asked, all employees shall cooperate fully and completely with such investigations. Refusal to cooperate, or interfering with an investigation in any way, shall subject employees to immediate disciplinary action, up to and including discharge from employment. Making a report in bad faith will also subject the employee to discipline, up to and including termination.

All reports will be treated, to the extent possible, confidentially and will be promptly investigated. If the result of the investigation indicates that corrective action is called for, such action will be taken in accordance with the seriousness of the event and may include disciplinary measures, up to and including immediate discharge from employment of the offender.

**Application of Policy.** This policy applies to all Company work sites and any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

**Compliance With Federal, State and Local Law.** The prohibitions, protections and procedures set forth in this policy may be stricter than those required under federal, state or local law. In the event that the Company's policies conflict with state or federal law so as to limit the rights of an employee, the appropriate federal, state or local law shall govern.

### **At-Will Employment**

Employment at the Company is for no specified time, regardless of length of service. Just as an employee is free to leave at any time, for any reason, the Company reserves the same right to end our employment relationship with any employee at any time, with or without notice, for any reason not prohibited by law.

**No policy contained in this handbook should be interpreted in any way as changing an employee's at-will status or creating a contract of employment.**

### **Immigration Compliance**

All offers of employment are contingent upon presentation of documentation that establishes the employee is currently eligible for employment in the United States. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of continued employment, must complete the Employment Eligibility Verification Form I-9 ("Form I-9") and, within three business days of the date on which the employee commences work, present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the Form I-9 if they have not completed one within the past three years, if their previous Form I-9 has not been retained, or if their previous Form I-9 is no longer valid. If you at any time cannot establish your right to work in the United States, COR Clearing may be obliged to terminate your employment.

## **Personnel Information**

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data. Some examples include:

- Name and/or marital status
- Address and/or telephone number
- Change in eligible dependents for benefits
- Individuals to be contacted in the event of an emergency
- W-4 deductions

## **Employee Classifications**

Exempt: An exempt employee is exempt from minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA") and is not eligible to receive overtime compensation for hours worked in excess of 40 hours in a workweek. Exempt employees are paid on a salaried basis. This means that although salaried/exempt employees may have weeks where they work greater than 40 hours or less than 40 hours, they will receive the same salary for each week of work.

Nonexempt: A nonexempt employee is eligible for overtime compensation at the rate of time and one-half for all hours worked in excess of 40 hours per week, in accordance with the provisions of the FLSA and any applicable state laws.

Full-time Employee: A full-time employee is one who is routinely scheduled to work 32 or more hours per week on behalf of this employer. Full-time employees meeting length-of-service requirements are eligible for certain benefits.

Part-time Employee: A part-time employee is one who is routinely scheduled to work fewer than 32 hours per week on behalf of this employer. Part-time employees are not eligible for benefits, except as indicated in specific benefit descriptions.

Temporary Employee: A temporary employee is one who is hired for special projects or short-term periods of time. Temporary employees are not eligible for employee benefits.

Seasonal Employee: A seasonal employee is one who is hired to work only during certain seasons or periods of the year. Seasonal employees are not eligible for employee benefits.

## **Time Clocks**

By law, the Company is obligated to keep accurate records of the time worked by designated employees.

Each nonexempt employee is required to punch IN at the start of his/her shift, OUT at the start of the lunch period, IN after completion of the lunch period, and OUT at the end of the shift. Under no circumstances should an employee punch another employee's time.

In the event a mistake is made, the employee must notify his or her supervisor immediately. Falsifying time records or tampering with another's time records is cause for disciplinary action, up to and including possible termination, of all parties involved.

It is extremely important these records be completely accurate. To avoid confusion and misunderstandings, an employee should not punch in more than fifteen minutes before the scheduled start time unless approved by his or her supervisor. Employees are expected to begin working as soon as they punch in, and should clock out when they finish their assigned tasks.

### **Workweek**

The workweek begins at 12:00 a.m. Sunday and ends at midnight the following Saturday.

### **Pay Period—Payday**

Paychecks will be issued on Friday following the close of the pay period. The Company will not cash payroll checks for employees. Direct deposit is recommended and offered free of charge. Your paycheck, pay stub, and W-2 information can all be accessed at [workforce.intuit.com](http://workforce.intuit.com) after signing up for an account.

### **“Work After Hours”**

Any work performed outside an employee's scheduled hours is considered “work after hours” and may be performed only at the direction, and with the approval, of an employee's immediate supervisor. Consistent with the above-listed definition, nonexempt employees are eligible for overtime compensation at the rate of time and one-half for all hours worked in excess of 40 hours per week.

Arrangements for “work after hours” will be decided at the time the situation arises, including the work required and the employees necessary to perform the job. Approval for overtime hours must be obtained in advance and reported to the President within 48 hours.

### **Hours Worked**

Nonexempt employees will use online time tracking to track their actual hours worked each day. “Hours worked” do not include payment for illness.

### **Lunch Break**

Employees are permitted to take a lunch break during the workday. If the lunch break is longer than 20 minutes, the employee must clock out. If clocked out for a lunch break, employees **must not** perform work-related duties.

### **Work Breaks**

Employees are permitted to take periodic rest breaks throughout the workday, as needed. Employees who take excessive breaks during the day will be subject to discipline, up to and including termination.

Smoking breaks, personal phone calls, personal conversations, and personal email should be performed during break time.

### **Weather Delays**

Occasionally the weather will cause unavoidable delays in the workday. In such instances, the Company reserves the right to relieve employees from duty, subject to recall if appropriate. Where released from duty, employees will be relieved from all work obligations, and must clock out.

### **Mandatory Deductions from Paycheck**

The Company is required by law to make certain deductions from your paycheck each time one is prepared. Among these are state and federal tax withholding and certain deductions under the Federal Insurance Contributions Act ("FICA") for Social Security and Medicare. In addition, eligible employees may request deductions be made for voluntary insurance premiums or similar Company benefit plans, which would require written authorization be provided by the employee before such deductions may be made. Employees will be notified of any other mandatory deductions or withholdings to be made from their paycheck, such as court-ordered garnishments, whenever the Company is ordered to make such deductions.

These deductions will be itemized on the employee's check stub. The amount of the deductions will depend on an employee's earnings and on the information furnished on the W-4 form regarding the number of exemptions claimed. If an employee wishes to modify this number, he or she must request a new W-4 form from the President immediately. Verbal or written instructions are not sufficient to modify withholding allowances. The Company advises you to check your pay stub to ensure that it reflects the proper number of withholdings. The W-2 form an employee receives annually reflects how much of his or her earnings were deducted for these purposes.

The Company does not condone unlawful deductions. It is the intent of the Company to comply with all applicable regulations and the provisions of the federal Fair Labor Standards Act ("FLSA"). Exempt salaried employees will not have improper deductions made from their predetermined compensation in violation of 29 C.F.R. § 541.602(a), including improper deductions for absences occasioned by the employer or by the operating requirements of the business or when work is not available for an employee who is ready, willing and able to work.

If any employee has a complaint that the Company has made an improper deduction in violation of this policy, the FLSA and/or the regulations, he or she may bring that complaint directly to his or her supervisor or the President. The Company will investigate such complaints, will correct any improper deductions made, and will make a good-faith commitment to comply with all applicable requirements in the future.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor or the President may assist you.

## **Administrative Pay Corrections**

The Company takes all reasonable steps to assure that employees receive the correct amount of pay each paycheck and employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, or an employee suspects that an improper deduction from his or her paycheck occurred, the employee should promptly bring the discrepancy to the attention of the President. The Company will investigate wage or pay concerns and make any necessary corrections.

Confirmed underpayments will be corrected in the next regular paycheck. Overpayments will also be corrected in the next regular paycheck, unless this presents a burden to the employee (where there is a substantial amount owed). In that case, the Company will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to the employee.

## **Smoking**

The Company believes in providing employees with a safe and healthy work environment by banning all tobacco use, including, but not limited to, cigarettes, e-cigarettes, cigars, pipes and chewing tobacco, and carrying lighted smoking materials, on all Company property and off-site meeting rooms. This includes smoking inside Company-owned vehicles or inside the shop. Smoking on jobsites is not permitted except inside the box or at a supervisor's or manager's discretion. Employees are only allowed to smoke or use other tobacco products in designated outdoor areas during breaks and lunches. The scope of the prohibition on tobacco use includes the Company's indoor and outdoor premises. Cigarette butts at the shop must be disposed of in the provided receptacle.

## **Attendance**

Attendance is an essential function of all positions at the Company. Absenteeism among the Company's employees, regardless of the cause, has a detrimental impact on the success of the business. All employees should accept the responsibility for their full share of the workload by working safely, productively, and efficiently for their scheduled time. Absenteeism also has an adverse impact on the morale of employees who have good attendance. An employee who is routinely absent puts an added burden on coworkers and the Company's operations. Employees are expected to report to work when scheduled, be in their departments or at the jobsite ready to work at their starting time and be back and ready to work as soon as their designated lunch or break times are over. The Company recognizes, however, that some absences may be medically necessary and/or otherwise protected by applicable law, and the Company will appropriately address those situations. If an absence is planned, the Company requires three weeks' notice from the employee.

In the event of an unforeseen absence, the employee should text the Dispatcher and the Operations Manager as early as possible so that scheduling accommodations can be made.

An employee who is absent from work for two consecutive working days without personally notifying his or her supervisor will be considered to have voluntarily terminated his or her employment with the Company.

Tardiness causes a significant disruption in the flow of operation and productivity. Employees are expected to arrive on-time or early for their shift. Three or more tardies over the course of 30 days is means for dismissal.

### **Outside Employment**

We recognize that some employees may wish to take secondary employment outside of the Company, either with another company or on a self-employed basis. While it is not the Company's intention to interfere in any way with an employee's personal activities, outside employment of any kind will only be acceptable if the following conditions are met:

- The job does not in any way interfere with the performance of the employee's duties at the Company, whether due to a conflict in hours of work, mental or physical fatigue, injury, or any other reason.
- There is no conflict or appearance of a conflict of interest between the employee's duties at the Company and those of an outside employer.
- Duties connected with outside employment are not conducted while on the Company's time.
- Employees do not represent themselves as connected with the Company while working at secondary employment.
- No Company resources, including but not limited to tools, equipment, or uniforms, are used in connection with outside employment.
- Employees must be aware that their primary work responsibility is to the Company and understand that they may jeopardize their employment with the Company if outside employment in any way interferes with their performance at the Company.
- If the Company determines that the employee's outside work interferes with the employee's job performance for the Company, the employee's ability to work safely for the Company, or interferes with the employee's ability to meet the requirements of employment with the Company, the employee may be required to limit outside work or to terminate the outside job to remain employed with the Company.

### **Terminations**

Should an employee wish to terminate his or her employment, the Company asks that the employee give a minimum of two weeks' notice so it may locate a replacement or arrange for coverage of the departing employee's position. This notice should be in writing.

The company reserves the right to terminate employees at its discretion with or without cause to manage the business in the best interest of the company and the safety of its employees.

Upon termination, all climbing gear, equipment and PPE purchased by the company shall be returned. Any equipment not returned will be valued and deducted from the final paycheck.

### **Attire and Grooming**

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the Company presents to customers. During business hours or when

representing the Company, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position.

## **Uniforms**

To uphold our professional image, the Company requires employees follow specific uniform standards. It will be the employees' responsibility to launder the uniforms and to ensure that the uniforms appear neat and clean.

- **Shirts**

- Production Staff (Tree crew, PHC)

- T-shirts are provided at no charge to the employee in short and long sleeve styles.
- T-shirts that are stained, faded or torn should be replaced.
- T-shirts may not be altered (i.e., sleeves cut off). Sleeves may be rolled up if needed in the summer.

- Sales Staff

- Sales staff are required to wear a company-supplied logo polo.
- A jacket or coat may be worn over the polo according to weather.
- Polo must be free of wrinkles, stains and pet hair.
- A classic white, short-sleeved crewneck undershirt must be worn underneath the polo. Undershirt sleeves should not extend past the length of the polo sleeve.
- Polo must be tucked into the pants at all times.

- **Pants**

- Production Staff (Tree crew, PHC)

- Climbing/Ground Pants. All production employees will receive two pairs of Arborwear pants upon hire if they do not already own two pairs of appropriate work pants.
  - If termination occurs before 60 days of employment, the total cost of the pants will be deducted from the employee's final paycheck to the extent permitted by law, and the pants are theirs to keep.
  - If an employee wishes to upgrade to more expensive pants, the cost difference will be deducted from his or her next paycheck, to the extent permitted by law.
- Chainsaw Pants.
  - At 6 months of employment, ground workers and climbers are eligible to receive one pair of chainsaw pants at 50% cost, with the remaining 50% deducted from the employee's next paycheck.
  - At 1 year of employment, ground workers and climbers are eligible to receive one pair of chainsaw pants at no cost *if they have not already received a pair prior to their anniversary date.* Replacement pairs may be provided at the discretion of the Safety Director due to wear and tear at no cost to the employee.
  - Chainsaw pants are not required.
  - Chainsaw pants become the employee's property.
- Blue jeans are not acceptable on the worksite. Pants should be neutral in color such as black, gray, tan or green.

- Sales Staff
  - Pants should be in a classic or modern style, with a tailored or straight-leg fit. Avoid pants that are too baggy or too tight. Pleated and flat-front styles are acceptable but cargo pants or pants with excessive pockets or zippers are not allowed.
  - The color of the pants should be neutral in color such as black, gray or beige.
  - Pants should be free of wrinkles, stains, and pet hair.
  - A black or brown belt must be worn.
- **Jackets & Sweatshirts**
  - Upon hire, production and sales employees will receive a hooded sweatshirt, which will become the employee's property.
  - Hooded sweatshirts may not be worn by sales staff during sales appointments.
  - After one year of employment, employees will receive a personalized Arborwear Stretch Cambium Jacket. Employees may upgrade to a different jacket and are responsible for the price difference. Jackets are replaced, at no cost, no less than every two years at the request of the employee.
- **Footwear**
  - Production employees are required to wear proper work boots for safety and comfort. Tennis shoes are not permitted on the worksite.
  - Should footwear become excessively worn (displaying holes, separated soles, etc), they should be replaced.
  - The Company will pay for 50% of the cost of appropriate work boots for all production employees. The remaining 50% will be deducted from the employee's next paycheck.
    - This footwear becomes the employee's property.
- **Helmets**
  - Production employees are required to wear helmets on the worksite.
  - The Company will pay for 100% of the cost of all helmets up to a cost of \$150.00. If employee wishes to upgrade to a more expensive model, the cost difference will be deducted from the employee's next paycheck.
  - Sena and other communication systems are purchased 100% by the Company. If the employee wishes to purchase a helmet with a built-in communication system, the Company will determine the value of the communication system and cover the cost.
  - Helmets and communication systems are the Company's property and must be returned upon discharge.
  - Helmets shall be white in color.

### **Tattoos and Piercings**

Visible tattoos must be professional and not offensive, discriminatory, obscene, or otherwise inconsistent with the Company's image. Face tattoos must be covered to the best of the employee's ability while working or representing the Company, unless doing so presents a safety issue or a reasonable accommodation is required for religious or other legally protected reasons. The Company reserves the right to determine whether visible tattoos are appropriate in the workplace.

Production employees may not wear items that present a safety issue (ie, gaged earrings, other jewelry).

The Company reserves the right to make determinations as to the appropriateness of employee appearance and will do so in a non-discriminatory manner. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace until you are properly dressed or groomed. Where necessary, reasonable accommodation may be made to a person with a disability or for religious belief.

### **Cell Phone Use**

Employees are encouraged to take appropriate safety precautions when using their cell phones. Employees are expected to refrain from use of cell phones while driving Company vehicles and while driving for Company purposes, if at all possible. Use of an electronic mobile device is allowed only when your vehicle is parked or in the event of an emergency. If it is necessary to use a cell phone while driving a Company vehicle, a hands-free device must be used. At all times, employees must follow all applicable laws and rules of the road of the location where they are driving. Personal cell phones are to be left in vehicles while on the job site except for the Crew Foreman.

### **Performance Evaluation & Wage/Salary Reviews**

Regular and frequent communication regarding performance expectations is crucial for employee development and engagement. Employees will receive a performance evaluation after 90 days of employment, again on their anniversary date, and annually each anniversary thereafter. The results of this review will be used to help determine wages and promotion, and will become a permanent part of the employee's records.

Wage increases, including certification-based adjustments, are not automatic and remain subject to Company discretion.

### **Training & Career Development**

All new employees must complete pre-employment PPE and safety training prior to beginning work. This training will be performed and signed off by the Safety Director.

By three months of employment, employees must prove competency of job-specific functions by completing the Employee Training Checklists for Aerial Lift Specialists, Crew Foremen, Groundworkers, PHC Technicians, Sales Arborists and Tree Climbers.

We encourage and support employee development and career advancement by providing the following paid training opportunities and certifications to employees:

- Weekly Safety Tailgate meetings
- Nebraska Arborist Association (NAA) Arborist Certification program and/or International Society of Arboriculture Arborist Certification
- NAA Winter Conference and Summer Field Days
- ISA Tree Risk Assessment Qualification (TRAQ)

- TCIA Credentialing Programs (Certified Treecare Safety Professional, Crew Leader Qualification, and Tree Care Academy Certifications)
- Attending TCIA Expo (at manager's discretion)
- Annual aerial rescue training
- Bi-annual CPR and First Aid training
- Participating in Midwest Chapter ISA Climbing Competitions

### **Certification-Based Wage Adjustments**

The Company may provide hourly wage increases for employees who obtain certain professional credentials that enhance the value and capabilities of the organization.

- Employees who earn and maintain a valid Class A Commercial Driver's License (CDL) may receive a \$1.00 per hour wage increase.
- Employees who earn and maintain a current Arborist Certification (ISA, Nebraska or equivalent approved by the Company) may receive a \$0.50 per hour wage increase.

To be eligible, the employee must be in good standing at the time the certification is earned and must maintain all required renewals and compliance standards associated with the credential.

If the CDL or Arborist Certification lapses, is suspended, or is revoked for any reason, the associated wage increase will be removed effective immediately.

All certification-based wage adjustments are granted at the sole discretion of the President and are not guaranteed. The Company reserves the right to approve, deny, modify, or revoke such wage adjustments at any time.

## **EMPLOYEE BENEFITS**

### **Sick Leave**

In accordance with Nebraska's Healthy Families and Workplaces Act (HFWA), all employees who work for the Company in the state of Nebraska are eligible for paid sick leave under this policy. Employees must work at least 80 hours of consecutive employment to be eligible to use paid sick leave.

Eligible employees are provided 56 hours of paid sick leave per calendar year, which becomes available after 80 hours of consecutive employment and is replenished each year on January 1. Paid sick leave may be used as it becomes available and in accordance with this policy. Unused paid sick leave may carry over from year to year; however, employees may not use more than 56 hours of paid sick leave in any single calendar year, regardless of their total available balance. Accrued but unused paid sick leave is not paid out upon separation of employment.

Sick leave may be used for the following reasons:

- For the health of the employee: The employee's own mental or physical illness, injury, or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or the employee's need for preventive medical care;
- For the health of the employee's family member: Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care; or in the case of a child, to attend a meeting necessitated by the child's mental or physical illness, injury, or health condition, at a school or place where the child is receiving care; or
- School or business closure: Closure of the employer's place of business by order of a public official due to a public health emergency; an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or an employee's need to self-isolate or care for the employee or a family member when it has been determined by the health authorities having jurisdiction or by a health care professional that the employee's or family member's presence in the community may jeopardize the health of others because of exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

The term "family member" as used in this policy includes:

- Regardless of age: A biological, adopted, or foster child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis;
- A biological, foster, step, or adoptive parent or a legal guardian of an employee or an employee's spouse;
- A person who stood in loco parentis to the employee or the employee's spouse when the employee or employee's spouse was a minor child;
- A person to whom the employee is legally married under the laws of any state;
- A grandparent, grandchild, or sibling, whether of a biological, foster, adoptive, or step relationship, of the employee or the employee's spouse; or
- Any other individual related by blood to the employee or whose close association with the employee is the equivalent of a family relationship.

Paid sick leave may be used in increments of one hour.

Employees requesting time off under this policy should provide as much advanced notice to the Office Manager as soon as practicable. If the need for leave under this policy is foreseeable, the employee shall provide a written request at least 3 weeks in advance of the leave, or as early as possible.

Employees will not be issued discipline for requesting or using sick leave pursuant to this policy, however, failing to follow the notification requirements as outlined herein may result in denial of leave and/or discipline, up to and including termination.

Leave under this policy may run concurrently with leave taken under other applicable policies as well as under local, state, or federal law.

The company prohibits any form of retaliation against employees who exercise their rights under this policy. This includes requesting or using paid sick time, filing a complaint, or cooperating with an investigation.

Employees are expected to use paid sick leave only for the purposes outlined in this policy. Any abuse of sick leave, including but not limited to making false requests, providing false statements, or using leave for purposes not covered by this policy, may result in disciplinary action, up to and including termination of employment.

### **Vacation Time**

Full-time employees of the Company receive five vacation days per year (40 hours). Vacation time is not available for use until the employee completes 60 days of employment. Vacation time is replenished on the anniversary date.

Upon the first anniversary, one vacation day (8 hours) will be added to the employee's bank in addition to the five days. Upon the second anniversary, two vacation days (16 hours) will be added. This pattern continues up to 5+ years, at which point a maximum of five extra days (40 hours) will be added each year on the anniversary date. For example, at the seventh anniversary, the employee will receive five extra days (40 hours), and at the 11<sup>th</sup> anniversary, will still also receive five extra days (40 hours).

No more than 8 hours of paid vacation may be used per missed shift or 24-hour period.

Employees must obtain their supervisor's approval before taking paid vacation. Requests for paid vacation must generally be submitted three weeks in advance, unless circumstances prevent advanced notice. Paid vacation will be approved at the sole discretion of the Company, and length of employment may determine priority in scheduling time off.

During the months of April through September, no more than five consecutive work days may be taken off, including a paid holiday. For example, July 4<sup>th</sup> is a paid holiday; no more than four additional consecutive days may be taken off in conjunction with this holiday.

### ***Use of Paid Vacation for Inclement Weather***

Employees may use up to two days (16 hours) per calendar year of their accrued paid vacation to cover hours missed due to inclement weather. Once this limit has been reached, paid vacation may not be used to cover additional weather-related schedule reductions. Any additional missed time must be made up through offered work hours or will be unpaid.

Paid vacation is intended for employee-initiated time off and is not guaranteed to replace hours missed due to employer-initiated schedule changes.

Salaried employees must take vacation time in at least half-day increments. Salaried employees unable to perform at least four hours of work should take a full day off. Failure to comply with this policy is considered an abuse of vacation time/PTO and will result in disciplinary action, up to and including termination.

Upon voluntary or involuntary separation of employment, eligible employees will be paid for accrued but unused vacation.

### ***Use of Paid Vacation to Supplement Work Hours***

Paid vacation may only be used for approved time off when an employee is scheduled to work and voluntarily takes time away from work.

Paid vacation may not be used to:

- Supplement or “top off” hours to reach a 40-hour workweek
- Replace hours missed due to inclement weather, reduced schedules, or lack of available work beyond the limits stated in this policy
- Increase total paid hours in a workweek when fewer hours were worked than scheduled

Paid vacation is not intended to guarantee a minimum number of paid hours per week and may not be used to supplement wages when work hours are not available.

### **Parental Leave**

Full-time employees are eligible for up to one (1) week of paid parental leave following the birth or adoption of a child. Employees who have given birth are eligible for up to five (5) additional weeks of paid leave for recovery time. Employees will be paid in a separate check on the next regularly scheduled pay date after their return to work.

Employees may also take up to four (4) weeks of unpaid leave following the birth or adoption of a child, after using all paid leave available under this policy.

Leave provided under this policy will run concurrently with any other leave for which the employee is eligible, to the extent permitted by law.

### **Holiday Pay**

The Company will grant up to seven holidays per year to all full-time employees who have been employed by the Company for six months or more. The Company’s holiday schedule will be posted at the beginning of each year.

The Company normally recognizes the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. Employees will be paid eight hours at their regular rate of pay.

If the holiday falls on a Saturday or Sunday, the Company will not observe the holiday, but may choose to observe the holiday on Friday or Monday at their discretion.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

### **Unpaid Time Off Policy**

Employees may request unpaid time off, but approval is never guaranteed and is at the manager's discretion based on business needs, scheduling, and attendance history.

Unpaid time off requests are limited to the equivalent number of days an employee receives in PTO per year. *(For example, if an employee accrues 8 days of PTO annually, they may request up to 8 days of unpaid PTO.)* Managers may approve additional unpaid time off in special circumstances.

Requests should be submitted in advance whenever possible. Emergency situations will be considered but are not guaranteed approval.

### **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

All employees are granted an unpaid leave for military service, except where state law dictates otherwise. Exempt employees may be provided additional time off with pay when necessary to comply with state and federal wage and hour laws.

Military orders should be presented to the President and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the Company unless military necessity makes this impossible. You must notify the President of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leave may be obtained from the President.

### **Personal Leave of Absence**

After the first 90 days of continuous service, employees who have major family or personal needs may request personal emergency leave, without pay, for up to 30 business days. The Company will evaluate such request based on particular circumstances at that time, including but not limited to the employee's current and anticipated work responsibilities, performance, and the Company's current and anticipated business needs. The Company reserves the right to refuse such request in its sole discretion.

Employees must use any accrued vacation or sick leave as part of their leave period before they request personal emergency leave.

### **Civic Duty Leave**

The Company encourages employees to fulfill their civic obligations. The Company will not penalize employees in any manner for participating in election or jury duty.

If you are called for election/jury duty, you must notify your supervisor within 48 hours of receipt of the election/jury summons. If you are selected to serve on election/jury duty, you must promptly notify your immediate supervisor of the anticipated length of trial. If it is impractical for the employee to serve at the time specified, the President will prepare a letter to the court requesting a deferral.

Employees will be required to submit documentation to substantiate the number of days of election/jury service and the election/jury duty pay, if any.

### **Medical, Dental, Vision & Life Benefits**

Our benefits package is designed to offer a comprehensive array of programs to meet the needs of employees and their families. Temporary, Seasonal, Part-Time or 1099 Contractors are not eligible for benefits. Full time employees are eligible for health, dental, vision, accident and disability insurance beginning the first of the month following 60 days of employment. Company compensation for each benefit is as follow:

- Major Medical
  - Employee only: Company pays 100%
  - Employee/Spouse, Employee/Child, or Family: Company pays 100% for employee, 60% for additional family members.
- Dental
  - All plans: Company pays 100%
- Vision
  - Employee only: Company pays 100%
  - Families not eligible.
- Life
  - \$25,000 term life insurance: Company pays 100%
  - Coverage ceases upon employment termination
  - Additional voluntary life for employee and family available at 100% employee expense.
- Accident and/or Disability
  - All plans: Company pays 0%
  - Families not eligible.

The Company reserves the right to add to, amend, administer or interpret and discontinue any of its employee benefit plans and/or programs at any time, subject to applicable laws and regulations, with notice.

## **WORKPLACE CONDUCT**

### **Workplace Violence Prohibited**

The Company has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of violence, including intimidation, harassment, coercion or other conduct involving threatening or violent behavior, which involve or affect the Company or which occur on the Company's property, including any Company worksite, will not be tolerated.

"Acts or threats of violence" include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at the Company or to create a hostile, abusive, or intimidating work environment for one or several employees. Examples of workplace violence include, but are not limited to, the following:

1. All threats or acts of violence occurring on the Company's premises, including any Company worksite, regardless of the relationship between the Company and the parties involved; or
2. All threats or acts of violence occurring off the Company's premises involving someone who is acting in the capacity of a representative of the Company.

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to, the following:

1. Fighting, hitting or shoving an individual;
2. Threatening an individual or his or her family, friends, associates, or property with harm;
3. Intentional destruction or threatening to destruct the Company's property;
4. Making harassing or threatening phone calls;
5. Harassing surveillance or stalking (following or watching someone); or
6. Unauthorized possession or inappropriate use of weapons, firearms or ammunition on Company property.

The Company prohibits threats and acts of violence against all persons involved in the Company's operation, including, but not limited to, personnel, contractors, temporary workers, customers, vendors, visitors and anyone else on Company property. Violations of this policy by any individual on the Company property will lead to disciplinary action, up to and including termination and/or legal action as appropriate.

Each employee is required to report incidents, threats or acts of physical violence to his or her supervisor or the President immediately.

### **Drug-Free Workplace**

The Company endorses the philosophy that the workplace should be free from the detrimental effects of illicit drugs. The Company believes that drug abuse greatly affects job performance, the work environment, safety and confidence in the Company. Therefore, the Company prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances while on the premises, or at such times before working hours as to impair job performance. The term "controlled

substance” refers to any drug listed in 21 U.S.C. § 812 and other federal regulations. Such drugs include but are not limited to heroin, marijuana, cocaine, crack, and PCP. They also include “legal drugs” that are not prescribed to the employee by a physician.

The actual or attempted use, possession, distribution, transfer, or sale of an illegal drug or alcohol or being under the influence of an illegal drug or alcohol at work, while on the Company’s property or while engaging in the Company’s business, poses unacceptable risks for safe, healthy, and efficient operations for the employee and those who work with the employee.

“Illegal drug” means any narcotic, depressant, stimulant, hallucinogen, cannabinoid or other substance subject to the federal Controlled Substances Act that is not lawfully prescribed or not lawfully obtained, and prescription or over-the-counter medications not being used for the prescribed or recommended purpose or at the prescribed or recommended dosage level, or that is not being used in accordance with a legitimate medical diagnosis. Violation of the policy, including a positive test for illegal drugs and/or alcohol, may result in discipline, up to and including discharge, except that, depending on the circumstances of the case and at the Company’s sole discretion, the employee may be offered a one-time opportunity to enter and successfully complete a substance abuse rehabilitation, treatment and/or counseling program that has been approved by the Company.

Any employees who possess, distribute or consume alcohol in connection with a Company-sponsored event or customer entertainment function will not be found to have violated this policy, provided they do so in moderation and remain in compliance with all Company policies and applicable laws.

Aside from drug testing of all applicants being considered for employment, employees may be subject to drug or alcohol testing for the following reasons:

- Reasonable belief that an employee may be under the influence of alcohol or illegal drugs
- Post-Accident Testing: Any employee involved in an on-the-job accident or injury may be asked to submit to a drug and/or alcohol test where employee drug use appears to have potentially contributed to the incident, based on the Company’s assessment. “Involved in an on-the-job accident or injury” means not only the employees who caused the accident and/or were injured, but also any employees who potentially contributed to the accident or injury in any way.

Employees who have not tested positive for drugs or alcohol, but who have a substance abuse problem, are encouraged to utilize the Company’s Employee Assistance Program or otherwise voluntarily admit themselves for participation in a rehabilitation, treatment or counseling program. Employees who have not violated this policy will not receive discipline or other corrective action for voluntarily participating in rehabilitation, treatment or counseling, but may be subject to the provisions of this policy.

Illegal drugs, alcohol and drug paraphernalia found on the Company’s property may be turned over to the appropriate law enforcement agency and full cooperation must be given by all employees and/or any other individual subject to this policy to any subsequent investigation.

### **Standards of Conduct**

The Company employees are required to conduct themselves in a professional and courteous manner, whether dealing with coworkers, customers, vendors or the general public. Employees who fail to

conduct themselves in accordance with the standards of conduct contained in this handbook may be subject to disciplinary action, up to and including termination.

It is impossible to identify all types of conduct that can subject employees to discipline; however, the list below identifies examples of such conduct. The list is not exhaustive and in no way limits the Company's ability to take disciplinary action, up to and including suspension or termination, at the Company's discretion.

This list provided here does not change the fact that the Company employees are employees at will, and either the Company or an employee can terminate the employment relationship at any time, with or without cause or reason, and with or without advance notice.

**Examples of Conduct That May Lead to Discipline, Including Termination.** Commission of any one of the following acts may result in discipline and/or immediate termination:

1. Supplying false or misleading information when applying for employment, including on an employment application, medical insurance or bookkeeping records, or dishonesty at any time during your employment.
2. Excessive absenteeism.
3. Excessive tardiness, failure to report to your supervisor, absences from work without proper permission or notification, or leaving work without permission.
4. Making, publishing or distributing maliciously false statements concerning any customer or employee.
5. Working overtime without prior authorization.
6. Repeated failure to record time worked.
7. Altering, destroying, willfully misplacing, discarding or falsifying the Company's records, including punching or marking a time card for others.
8. Disclosure of confidential Company information as defined in the Confidentiality Policy to unauthorized persons.
9. Theft, attempted theft, unauthorized storage or removal, misappropriation, misuse, defacing or willful destruction of customer, employee, vendor, visitor or Company property or records that are unrelated to the terms or conditions of your employment, including misuse of lost and found property, without the express written authorization of the Company or the owner of the property.
10. Refusal or failure to follow safety rules.
11. Leaving your assigned work area during working hours without approval.
12. Committing illegal, immoral or indecent conduct, soliciting persons for these purposes, or aiding and/or abetting such conduct.
13. Possession, use, distribution or being under the influence of alcohol and/or illegal drugs at any time while conducting the Company's business or while on the Company's property.
14. Being insubordinate, threatening, intimidating, disrespectful or assaulting a coworker, supervisor, manager, customer or vendor, or refusing to perform tasks in a manner prescribed by a supervisor.
15. Refusal to work any assigned hours, shifts or overtime.

16. Threatening or exhibiting violence toward any employees or third parties while on duty or on the Company's premises.
17. Unprofessional conduct, such as fighting, gambling on Company property, discourtesy, rudeness, intimidation or threats of any kind against any supervisor, fellow employees, customers or vendors, or using foul, abusive, vulgar or profane language with any supervisor or another employee, customer or vendor of the Company.
18. Horseplay or careless behavior in the workplace, including any Company worksite.
19. Misusing leave programs.
20. Excessive personal telephone calls.
21. Negligence in observing fire prevention and safety rules and regulations.
22. Possession and/or use of any type of fireworks, explosives, weapons, firearms or ammunition on the premises, including any Company worksite, or while performing Company duties without prior Company approval in violation of the Company's Weapons policy.
23. Filing or pursuing any false workers' compensation claim.
24. Failure to fully cooperate with a Company internal investigation, whether conducted by the Company personnel or a third party at the Company's request.
25. Unauthorized use or misuse of Company funds.
26. Sleeping on the job, inefficient performance of duties, incompetence or wasting time while on the job.
27. Failing to perform job assignments efficiently and satisfactorily.
28. More than two traffic accidents in a 36-month period by drivers of Company vehicles.
29. Verbal or physical harassment, intimidation or interference with the rights of any fellow employee, customer or vendor, including sexual harassment.
30. Gossip, which is defined as discussing anything negative with someone who can't solve the problem. Two things can spoil group unity: Gossip and criticism. Gossip about other employees and other industry peers is not acceptable. If an employee has an issue, it shall be elevated to a higher level of leadership so that it can be solved or addressed.
31. Violation of any policies or procedures contained in this handbook.

The Company may, at its discretion, add or amend rules and regulations as deemed appropriate and necessary. As an employee, it is your responsibility to learn and adhere to all the Company's rules, regulations, policies and principles of professional and personal conduct.

### **TCIA Code of Ethics**

Our company is a member of the Tree Care Industry Association. We ask that all employees abide by the TCIA Code of Ethics:

*Tree Care Industry Association recognizes that the manner in which members' conduct business reflects upon the professionalism of the entire tree care industry and the arboriculture profession. Therefore, upon acceptance into membership, TCIA requests that members abide by the Arborist Pledge and the TCIA Code of Ethics in word, action, and within the spirit of integrity, which is at the core of these principles.*

*Members of Tree Care Industry Association assume a responsibility to the profession, society and their peers by pledging to uphold and abide by the following:*

*Arborists have the responsibility to provide professional care of trees for current and future generations. We pledge to be advocates and practitioners of the highest arboricultural standards and practices.*

*Since arboriculture is an ever-changing science, we pledge to educate ourselves, our constituents, and our clients in the most current research and practices available to the industry.*

*We pledge to conduct ourselves and businesses in an honest and dignified manner, reflecting our adherence to the laws that govern us locally, nationally and internationally. We will endeavor to grow our work force through training and employee development.*

*We agree that the arboriculture profession is extremely high profile in public perception. We pledge to look and act professional so as to reflect a positive image for the green industry, and promote our profession.*

*We agree that safety, training and education are of the utmost importance in maintaining a professional workforce. We pledge to provide for the safety and training of employees to ensure a healthy work environment.*

*We pledge to respect the views, ideas and contributions of our peers. Open and honest communications, sharing of ideas and experiences has been a cornerstone of TCIA membership, fostering goodwill between companies. We pledge to continue this tradition.*

*As members of TCIA, we believe that active participation on committees and Boards, and serving in other areas of leadership is extremely important to keeping a healthy, diverse association.*

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## **Confidentiality**

During the course of employment with the Company, employees may have access to and learn confidential and proprietary information about the Company's business. Employees are expected and agree to hold such information in confidence, and not to disclose at any time during their employment, except on a need-to-know basis associated with their job duties, any confidential information of the Company. Employees agree to hold in confidence such confidential information both during employment and after employment unless they possess written permission from the Company President to use or disclose specified information.

Confidential information shall mean any and all information, in any form (whether oral, written, magnetic, electronic, graphic or digitized) containing or consisting of information or material of a commercial, financial, or technical nature or in the nature of intellectual property regarding the Company (or others with whom the Company is under a similar obligation of confidentiality) that is not available to the general public. Such confidential information includes, without limitation, customer contact information, customer lists, contract terms, customer needs and/or preferences, technical manuals and/or standard operating procedures or policies, vendor lists, cost lists, designs, drawings, pricing and marketing plans or any other proprietary information acquired through employment with the Company. This information shall be kept strictly confidential and is not to be discussed with anyone outside the Company.

Employees must immediately notify their supervisors if they are aware of any attempted or successful unauthorized access or disclosure of confidential information.

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

### **Use of Company Computers, Network and Email**

Some employees of the Company are provided access to Company computers and network, which may include access to the Internet and email. The Company's computer system includes but is not limited to Company devices such as computers, printers, electronic communications, voice messaging systems, telephone calls and business systems that employees have access to, software applications installed on computers as well as all authorized mobile devices that may be used to connect to the Company's network or electronic equipment. The computer system, including but not limited to the content of incoming and outgoing electronic communications, is the private property of, and is intended only for use by, the Company and its employees. Access to and use by anyone other than a user authorized by the Company is prohibited.

The Company retains the right to access, review, monitor, intercept, use and disclose all matters pertaining to the use of the computer system and network, including electronic communications, whether generated by the employee as a personal or Company file. The Company retains the right to monitor telephone calls and voice messages. Monitoring may be in real time or after the fact. Passwords are not designed to guarantee the confidentiality of the user. The Company retains the right to enter these systems at its own discretion. Upon termination, the employee must deliver all passwords to the Company. Employees have no expectation of privacy with respect to any information on the Company's computer system or network.

Deletion of an email or use of a password does not provide any assurance that the Company will not retrieve or read the email.

The Company's computer system, including electronic mail and Internet access, shall not be used in such a way as to be disruptive or offensive to others and shall never contain racial or ethnic slurs, epithets or sexually explicit material. The Company's computer system shall never be used to harass others on the basis of race, gender, age, religion, national origin, disability or any other protected status.

You may not download any file unless it is something you are expecting, the sender is known, and your virus protection is updated. It is your responsibility to make certain your virus protection is enabled, up

to date, and performing daily scans. Please schedule these scans to be performed after hours. If you have any questions concerning your virus protection, please contact the President.

Do not leave browsers open on your computer. When you have finished viewing a site, please close the browser. Do not click on hyperlinks within "spam mail" you may receive. Spam is any email you did not request. A safer approach, if you feel you must go to that website, is to type the website into the address field and NOT use the hyperlink.

Incidental and occasional personal use of the Company's computer system is permitted, but information, transmissions, data or messages stored within these systems will be treated no differently from other business related information and messages. Employees may not use the Company's telephone system, email, or Internet access to solicit others for religious or political causes, solicit outside organizations, or engage in other non-job-related solicitations during working time. "Working time" is the time an employee is engaged in or should be engaged in performing his or her work tasks for the Company and does not include meal or rest break time, if applicable.

### **Use of Equipment**

Equipment that is essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify your supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and repairs needed may prevent deterioration of equipment and possible injury to employees or others. Your supervisor can answer any questions about your responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

### **Workplace Bullying**

The Company defines bullying as "repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment." The purpose of this policy is to communicate to all employees that the Company will not tolerate bullying behavior. Employees found in violation of this policy will be disciplined, up to and including termination.

Bullying may be intentional or unintentional. However, it must be noted that where an allegation of bullying is made, the intention of the alleged bully is irrelevant and will not be given consideration when determining appropriate disciplinary action. It is the effect of the behavior upon the individual that is important. Below is a non-exclusive list of behaviors which the Company considers bullying:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks or gossip.

- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.
- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

### **Workplace Safety**

All employees are expected to follow the safety practices outlined in the Company Illness & Injury Prevention Program Safety Manual provided upon hire.

The federal government has established work rules and regulations covering the health and safety of all employees. These regulations are very comprehensive and subject the employer to heavy penalties for allowing employees to deviate from the requirements. Any willful violation by employees of the requirements of the Occupational Safety and Health Act ("OSHA") may be cause for immediate discharge.

### **In Case of an Accident or Incident**

1. All accidents and incidents (property damage, harassment, etc.) are to be reported as soon as practicable to a supervisor using the First Report of Injury form. The reporting of every accident is important in event of a workers' compensation case.
2. Minor accidents requiring first aid shall be treated in the department or wherever first-aid supplies are available.
3. In case of serious accident, notify a supervisor immediately and arrangements will be made for a doctor or an ambulance, if needed.

### **Client Dispute Reporting and Handling**

1. All client disputes and complaints are to be reported as soon as practicable to a supervisor using the Client Dispute Report form. Even if the complaint is resolved immediately, all complaints shall be recorded.
2. Handle the complaint or request immediately if safe to do so and if it is within the scope of the work order (Example: You are ready to leave but the client asks you to pick up a small branch you missed in your cleanup).
3. If the complaint is not within the scope of the Work Order or is about work that has already been completed, refer to your Crew Leader immediately.
4. Crew leader shall record exactly what the client says using the Client Dispute Report form.
5. Crew leader shall tell the client that the complaint will be communicated as soon as possible to their supervisor.
6. Should the client become irate or aggressive, the crew leader shall remain calm and politely end the conversation and state that a supervisor will be in contact with them as soon as possible.

## **Weapons**

In the interest of maintaining a workplace that is safe and free of violence, the Company prohibits the presence or use of handguns, firearms, and other dangerous weapons on Company premises, regardless of whether or not the person is licensed to carry the weapon. This policy is subject to the laws of certain states that expressly permit the possession, transportation or storing of a firearm or ammunition by eligible employees in locked private vehicles in employer parking lots.

## **Definitions**

For purposes of this policy the following terms will carry the following meanings:

*"Company premises"* means all Company-owned or leased buildings and equipment and surrounding areas such as sidewalks and walkways, under the Company's ownership or control, all Company worksites, and all Company-owned or leased vehicles.

*"Dangerous weapons"* include, but are not limited to, firearms, knives, explosives and other similar weapons.

## **State Law Notices**

Pursuant to applicable state law, even persons licensed to carry concealed handguns may not enter the Company's premises with a concealed handgun or other similar weapon.

## **Private Vehicles**

Eligible employees may transport and store their firearms in strict compliance with the applicable state law. Employees who have firearms must familiarize themselves with the applicable state law. The Company will permit employees to have firearms in their private vehicles only to the extent permitted by applicable law. Firearms are not permitted in Company-owned vehicles. Moreover, firearms are not permitted to be removed from the private vehicle.

The Company has no duty to inspect, patrol, or secure the parking area or any vehicles in the parking area and will not be liable for any loss or theft of a firearm that an employee has in his or her private vehicle while parked in a Company parking area. The Company further has no duty to confirm or determine an employee's compliance with laws relating to firearm ownership or possession.

The presence of a firearm or ammunition in locked, private motor vehicles in a manner expressly permitted by state law does not constitute a failure by the Company to provide a safe workplace.

Employees may not remove firearms from a private vehicle, leave firearms in clear view in a private vehicle, display firearms to other coworkers or guests, vendors or customers, or brandish firearms to anyone. All other dangerous weapons are prohibited from Company property wherever located, including parking areas.

## **Fleet Telematics Policy**

All telematics and dashcam systems will be installed prior to driver use if they are being utilized in a company vehicle. The installation of each unit will abide by NE laws. The driver must not alter the systems in any way or turn them off during their shift to interfere with record-keeping. This will lead to disciplinary actions, including possible termination.

All employees driving with telematics and/or dashcam units must understand that their driving will be monitored. Driving habits, idle patterns and any violations of company policies that are found will be reviewed within 30 days. If there are issues found with a driver's actions, they will be documented in their employment driving record, and disciplined accordingly if necessary.

Drivers using vehicles that are regulated by the Department of Transportation (DOT) must comply with all the applicable FMCSA regulations and state laws. Vehicles not DOT-regulated must abide by all company policies and state laws.

This fleet telematics policy is in addition to the other driving safety policies in place.

### **Telematics:**

Telematics systems provide vehicle tracking information for companies. These systems are used by Arbor Aesthetics to monitor the vehicle's data, including:

- Speed
- Location
- Length of stop
- Idle time
- Time of arrival and departure from stops
- Mileage
- Acceleration and deceleration
- Fuel efficiency

### **Cameras / Dash Cams:**

The use of dashcams in company vehicles is to help employers keep their employees and operations working in a safe manner. Most dashcam footage is used to assist Arbor Aesthetics with driver training. However, it also helps with the prevention of theft, criminal offenses and defense of legal claims.

Dash cams are not optional; they are placed in all company vehicles for use. They are installed and used in such a way that makes sure there is a minimal intrusion of privacy for drivers.

Footage on the dashcam is not saved or stored unless it relates to an incident that the footage is necessary to keep for legal, training or discipline purposes. Only the safety director, manager/supervisor and designated senior management will have access to footage from the dashcam. If the footage is to be used for training purposes, the driver will consent to the use of the video prior to it being used.

The dashcam is not used to monitor the driver for the amount of work they are completing or see what a driver is doing at that particular moment in time. However, if the footage shows inappropriate conduct at work, this is grounds for discipline. With that said, the video is not used to police drivers.

All footage is subject to the proper security measures to prevent unauthorized use and access of the recordings.

### Disciplinary Actions

Employees will face disciplinary action up to and including termination if they:

Destroy, dismantle, unplug or otherwise inactive the telematics system. The employee who performs these actions will face disciplinary action, up to and including termination of employment.

Deliberately block the view of the camera on the inside of the cab or the outside.

### Use of Data

Collected data will be used to enhance operational efficiencies and improve our drivers' operational skills. Established criteria will be used to benchmark individual operator, departmental and/or location vehicle operations and performance metrics. This will be supported with appropriate coaching and mentoring aimed at improving performance across the company fleet.

Our expectations are that those operators and supervisory personnel failing to meet expectations will improve performance based on focused guidance and mentoring. Goals for improvement will be identified and monitored. Failure to improve ongoing metrics will result in progressive disciplinary measures up to and including termination if necessary.

The following are considered unsafe driving practices and will be considered policy violations: speeding, vehicles left idling, seat belt violations, unauthorized use of company vehicles and tampering with the GPS and / or telematic systems.

Depending on the severity of the action and a driver's driving history, these disciplinary actions may not be skipped, and instead, immediate termination may be necessary.



## ACKNOWLEDGMENT OF THE COMPANY EMPLOYEE HANDBOOK

By signing below, I acknowledge I have received a copy of the Company's revised Employee Handbook. I understand the policies contained in it, and I have had an opportunity to ask questions about and discuss the policies with my supervisor or another representative of the Company. I further understand that failure to comply with the policies and rules set forth in this Employee Handbook may result in disciplinary action, up to and including termination.

I understand this Employee Handbook supersedes all previous versions of a Handbook or any memorandum, bulletin, policy or procedure issued before the date occurring below by the Company on any subject discussed in this Handbook. I also understand and agree the Company reserves the right to change or alter the policies contained in this Handbook at any time. I understand it is my responsibility to keep an updated personal copy of this Handbook during my employment with the Company. This Handbook is the property of the Company and must be returned upon termination of employment. I understand this Employee Handbook is not a formal or complete statement of my responsibilities. Rather, it is a reference for current policies, procedures and benefits.

I understand no policy in this Employee Handbook should be interpreted in any way as changing my at-will status or creating an employment contract, either express or implied, between me and the Company. I also understand and agree that my employment is for no definite period and may, regardless of the time and manner of payment of my wages or salary, be terminated at any time by the Company or me, with or without cause, and without any previous notice.

I understand no supervisor, manager, or representative of the Company, other than the President, has any authority to enter into any agreement with me guaranteeing employment for any specified period of time or to make any agreement contrary to the foregoing. I also understand that, except in the collective bargaining context, any such agreement, if made, shall not be enforceable unless it is in a formal written agreement signed by both me and the President.

**By signing below, I also hereby authorize the Company to deduct from my paycheck any and all debts I owe the Company to the fullest extent allowed by law.**

Do not sign your name on this receipt until you have completely read and understand the contents of this Employee Handbook and have satisfied yourself with answers to any questions you may have concerning it.

\_\_\_\_\_  
Employee's Full Name - Printed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date