



# EMPLOYEE HANDBOOK

EFFECTIVE JANUARY 1, 2018



AMERICAN  
**STRUCTUREPOINT**  
INC.

**AMERICAN STRUCTUREPOINT, INC.**

**EMPLOYEE HANDBOOK**

Effective: January 1, 2018

## INTRODUCTION

American Structurepoint has described its policies in this manual in order to ensure the fair and consistent application of company policies and procedures among all employees and to promote continuity and understanding within the organization. It will familiarize you with our business and explain the responsibilities and privileges of employment.

This Employee Handbook does not constitute an employment contract. Every effort is made not to engage in rigid rule making; our policies stress the values of fair play, professionalism, and teamwork. Please note that we may make exceptions to the policies whenever there is good reason to do so, but approval for exceptions must be obtained prior to circumventing the policy.

This manual may also be considered as a working guide for supervisory and staff personnel in the day-to-day administration of our personnel policies. In it may be found explanations of those policies and procedures that affect hours of work, compensation, advancement, and daily routine. Refer to your personnel manual often. If you have questions or require any clarification, your immediate supervisor, Human Resources, or the owners of the company will be happy to assist you.

Additional policies not contained in the handbook will be available on the company intranet. Employees will be notified when a new policy has been posted for their review. Each employee is expected to be familiar with all policies, both those contained in the handbook as well as those only posted online.

It is important to note that the policies and practices outlined in this manual are subject to change, and may be changed without prior notice. Nothing contained in this handbook should be construed as a guarantee of continued employment or employment of any specific duration. Employment with American Structurepoint is on an at-will basis. This means that either the employee or American Structurepoint may terminate the employment relationship at any time for any reason not expressly prohibited by law. No manager, supervisor, or employee of the company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will. Only the president of the company has the authority to make any such agreement and then only in writing.

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## I. ABOUT AMERICAN STRUCTUREPOINT, INC.

### HISTORY

American Structurepoint is a professional corporation founded in 1966 by Mr. James A. Wurster and Mr. William E. Gervasio and has been continuously engaged in the private practice of professional engineering, architecture, and land surveying since that time. American Structurepoint began with an initial staff of two, providing services to both private and municipal clients.

The firm has steadily grown over the years to its present staff of approximately 370 professional engineers, architects, surveyors, scientists, designers, drafters, inspectors, investigators, technical, and support staff. Our company has developed into an organization of fifteen separate departments that work with each other to produce the different components of design.

We have an outstanding reputation of providing quality services to our clients. The growth and reputation of the firm are the direct outcome of individual efforts and close cooperation by all our associates. Our future success depends upon the continuation of these efforts and our adherence to professional standards and ideals.

### SERVICES AND ORGANIZATION

#### PROFESSIONAL SERVICES

American Structurepoint offers consulting services. These include, but are not limited to, architecture, structural and civil engineering, planning, utility design, site development, highway and bridge design, property research and right-of-way engineering, surveying, roof analysis, forensic investigation, construction observation and information technology. Members of the firm hold professional registration, collectively, in nearly every state.

#### PROJECTS AND CLIENTS

American Structurepoint has undertaken projects for numerous public and private clients including local and state governments, developers, construction firms, and certain industrial clients.

#### LOCATIONS

With corporate headquarters located in Indianapolis, Indiana, American Structurepoint has branch offices in:

Austin, Texas

Highland, Indiana

Chicago, Illinois

Nashville, Tennessee

Cincinnati, Ohio

South Bend, Indiana

Columbus, Ohio

Terre Haute, Indiana

Evansville, Indiana

West Lafayette, Indiana

Fort Wayne, Indiana

#### DIVISIONS AND STAFF POSITIONS

American Structurepoint is organized by areas of expertise and project teams are staffed as needed to undertake specific projects. Each team has a project manager supported by as many other professionals as required to get the job finished. The administrative support staff includes marketing specialists, administrative assistants, bookkeepers, information technology specialists, print room personnel, clerical staff, and delivery personnel.

### PURPOSE, GOALS AND OBJECTIVES

We are committed to providing everything necessary to achieve our clients' goals in the built environment. We strive to exceed our customer expectations through our vision, creativity, enthusiasm, responsiveness and our dedication to quality.

Our purpose is to provide quality engineering and architectural services as part of a team to conceive, design, observe construction, and enjoy the results of infrastructure, site and building projects. We do this with a professional, ethical approach to each project so that the team leader, normally our client, will be proud we were a part of the project. We strive to accomplish complete satisfaction on all projects by being attentive to our clients' desires from top management to entry-level personnel.

We want to accomplish these services in a healthy atmosphere at the office by providing neat, clean facilities with available amenities for our staff while at work. Management is committed to encouraging positive employee morale that will be reflected when they interface with our clients.

## **PHILOSOPHY AND GENERAL POLICIES**

American Structurepoint strives to achieve and maintain undisputed leadership as the major architectural/engineering consulting firm in our area by serving our clients to the highest professional standard and by obtaining a significant margin of profitability. The guidelines that follow are essential to the continued progress of the staff, company and clients. We hope they will encourage the best of our individual and collective abilities.

### PERSONNEL RELATIONS

The firm takes pride in the quality of work and spirit of cooperation and professionalism that prevails among its staff. American Structurepoint treats all employees equitably and with respect for their individual capabilities. To demonstrate this commitment, American Structurepoint:

- \* Employs and promotes on the basis of merit
- \* Maintains fair and competitive salary programs
- \* Provides in-house training
- \* Affords opportunities for advancement and professional development
- \* Promotes from within whenever appropriate
- \* Endeavors to establish and maintain good communications among the staff
- \* Seeks to improve working conditions and to develop human relations to attract and retain the most capable people in our profession

### CLIENT RELATIONS

The goodwill and confidence of our clients are essential to our business. Therefore, it should be the goal of all American Structurepoint personnel to:

- \* Deal fairly and honestly with our clients
- \* Handle client requests promptly and cheerfully
- \* Exercise tact, patience, and courtesy towards clients at all times
- \* Give our clients full value on every service provided
- \* Improve the range of our capabilities
- \* Take personal interest and initiative in solving clients' problems
- \* Protect our clients' right to privacy and confidentiality

### PUBLIC RELATIONS

- \* Making a favorable impression on people outside the company is always to our benefit. A good reputation affects the growth of our business and growth increases opportunities. Our manner and our appearance, in addition to our technical expertise, contribute to the overall impression our clients and the general public has of our firm. Wherever we are and what we do or say can add to or detract from our professional reputation.
- \* American Structurepoint encourages all employees on an individual basis to be actively engaged and participate in civic, professional, social, political, charitable and all other forms of non-profit groups or organizations of his or her choice. This promotes an outreach in different communities for the firm, in addition to the personal satisfaction gained by the individual employee.
- \* American Structurepoint will reimburse individual employees for expenses on a pre-approved basis for the maintenance of professional licensure and dues to professional societies, including but not limited to required continuing educational requirements, and for reasonable business out-of-pocket expenses. However, the firm does not reimburse employees for charitable or political contributions, as these are the responsibility of the individual donor from his or her own funds.

## II. EMPLOYMENT POLICIES AND ADMINISTRATION

### EQUAL EMPLOYMENT OPPORTUNITY

American Structurepoint has been and will continue to be an equal opportunity employer. To assure full implementation of this equal employment policy, we will take steps to assure that:

- a. Persons are recruited, hired, assigned and promoted without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, veteran's status, disability, genetic information, or any other characteristic protected by law.
- b. All other personnel actions, such as compensation, benefits, transfers, layoffs and recall from layoffs, access to training, education, tuition assistance and social recreation programs are administered without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, veteran's status, disability, genetic information or any other characteristic protected by law.

**EMPLOYEES AND APPLICANTS SHALL NOT BE SUBJECTED TO HARASSMENT, INTIMIDATION, THREATS, COERCION OR DISCRIMINATION BECAUSE THEY HAVE: (1) FILED A COMPLAINT; (2) ASSISTED OR PARTICIPATED IN AN INVESTIGATION, COMPLIANCE REVIEW HEARING, OR ANY OTHER ACTIVITY RELATED TO THE ADMINISTRATION OF ANY FEDERAL, STATE OR LOCAL LAW REQUIRING EQUAL EMPLOYMENT OPPORTUNITY; (3) OPPOSED ANY ACT OR PRACTICE MADE UNLAWFUL BY ANY FEDERAL, STATE OR LOCAL LAW REQUIRING EQUAL OPPORTUNITY OR (4) EXERCISED ANY OTHER RIGHT PROTECTED BY FEDERAL, STATE OR LOCAL LAW REQUIRING EQUAL OPPORTUNITY. PROHIBITION OF SEXUAL HARASSMENT AND OTHER FORMS OF HARASSMENT**

It is the policy of American Structurepoint to provide an environment free of sexual and sex-based harassment and other forms of harassment. This applies to the workplace as well as company-sponsored social events. All employees, whether a manager, supervisor or coworker, are prohibited from engaging in any form of harassment of another employee based on race, color, religion, sex, sexual orientation, gender identity, national origin, age, veteran's status, disability, genetic information, or any other characteristic protected by law. These prohibitions apply not only to spoken or written words but also to email, text messages and social media posts that are about or may be seen by employees, clients, etc.

Sexual harassment or sex-based harassment occurs when unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature become a condition of an employee's continued employment, affect other employment decisions regarding the employee, or create an intimidating, hostile or offensive working environment. Such conduct may include:

- \* requests for sexual favors
- \* unwanted physical contact, including touching, pinching or brushing the body
- \* verbal harassment, such as sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions and threats
- \* nonverbal conduct, such as display of sexually suggestive objects or pictures, leering, whistling or obscene gestures; and
- \* acts of physical aggression, intimidation, hostility, threats, or unequal treatment based on sex (even if not sexual in nature)

Any employee who believes he or she has been harassed should report the conduct immediately to his or her immediate supervisor, Human Resources, the EEO Coordinator, the COO of the company, or any other management-level employee of the company. A thorough and impartial investigation of all complaints will be conducted in a timely and confidential manner. Any employee of the company who has been found, after appropriate investigation, to have harassed another employee will be subject to appropriate disciplinary action depending upon the circumstances, up to and including termination.

The company will not discharge, refuse to hire or in any manner retaliate against any Employee who reports a violation or exercises his or her rights under Indiana law. Any Employee who believes that he or she has been subjected to retaliation should immediately contact Human Resources or any other management Employee.

Any Employee who engages in any form of retaliation in violation of this policy will be subject to disciplinary action, up to and including termination of employment.

## **BACKGROUND INVESTIGATIONS**

American Structurepoint takes steps to ensure the safety of its employees, clients, and the public. For that reason, American Structurepoint has developed this background check policy.

The following individuals will be required to successfully pass a background investigation:

- All applicants conditionally offered employment.
- Current employees when they are transferred to a different position that results in responsibility for handling funds and/or check-signing responsibility, or when, in the Company's opinion, the transfer results in a substantial change of job duties.

For applicants, American Structurepoint will engage a consumer reporting agency to conduct a consumer report to the extent allowed by applicable state law, including a criminal history check - county, state and/or federal and a vehicle operation records check. In some states and for positions involving the handling of money, American Structurepoint will also obtain a credit check.

Applicants and employees will be provided with appropriate forms that provide additional information and authorization to obtain the consumer report and/or credit check. An applicant's failure to sign the authorization form will result in a withdrawal of an offer of employment.

Criminal convictions uncovered during the background investigation will not automatically result in withdrawal of an employment offer or termination of employment. Rather, American Structurepoint will take into consideration factors including, but not limited to, the following:

- Relevance of the conviction to the position sought;
- The nature of the work to be performed;
- Time since the conviction;
- Age of the applicant or employee at the time of the offense;
- Seriousness and specific circumstances of the offense;
- The number of offenses;
- Whether the applicant or employee has pending charges;
- The work history of the applicant or employee since the offense;
- Any relevant evidence of rehabilitation efforts; and
- Demonstrated on-the-job performance with the Company (current employees only)

American Structurepoint will provide an opportunity for the applicant or employee to provide the above information as well as any other relevant information.

If American Structurepoint thinks it may deny employment to an applicant or terminate employment of a current employee as a result of the report received from the outside agency, the Company will provide a "Pre-Adverse Action Notice" and a copy of the criminal and/or credit check report to the applicant or employee. This will provide the applicant or employee with the opportunity to review the report and discuss the factors listed above prior to the Company making a final employment decision. If the Company decides to take adverse action based on the report, it will provide another notice to the applicant or employee – the Adverse Action Notice. This notice will explain steps the applicant or employee can take if they believe the report is in error.

We believe this policy is not only fair to applicants and employees, but will help protect our business and the public. Please contact Human Resources with any questions concerning this policy.

## **NON-OWNED VEHICLE POLICY**

Our business relies on the use of vehicles not owned by the company (non-owned vehicles). Examples of non-owned vehicles include rented and leased vehicles and employee-owned vehicles used for business purposes. When these vehicles are used to transport clients, other business partners, or are used for business purposes in

general, it is in the company's interest to insist that these vehicles are being operated safely. For this reason, the company has a separate Non-Owned Vehicle Policy. This policy is in place to ensure employees meet certain company standards if they are frequently driving for company business. All company employees who operate non-owned vehicles must review and acknowledge receipt of this policy prior to operating a non-owned vehicle on behalf of the business.

## **CATEGORIES OF EMPLOYEES**

American Structurepoint employs people in various categories. These categories are important because they determine methods of compensation and levels of benefits.

### REGULAR EMPLOYEES

A regular employee is one who is employed to work at least 30 hours a week and usually for the standard 40-hour workweek to fill an exempt or non-exempt position for an indefinite period. Regular employees are eligible to participate in all company benefits and activities, subject to any limitations noted in the descriptions of those benefits and activities. Pay for a holiday is based on the number of hours a regular employee is scheduled to work that day.

### TEMPORARY EMPLOYEES

A temporary employee is one whose term of employment is for a limited period of time. Employees in this classification are eligible for statutory benefits only (i.e., workers' compensation, social security, unemployment insurance) and our 401(k) program if eligibility requirements are met. Temporary employees are not paid for holidays. Under the Affordable Care Act, temporary employees may become eligible for medical benefits. However, temporary employees are not eligible for other voluntary benefits (i.e., life, dental, vision, disability insurance or any other company provided benefits or paid time off).

### PART-TIME EMPLOYEES

A part-time employee is one who is engaged to work less than 30 hours a week. Employees in this classification are eligible for statutory benefits. Part-time employees are not paid for holidays. Part-time employees are not eligible for other voluntary benefits unless the part-time employee meets the minimum number of hours required to participate in the 401(k) plan. Should during the course of employment a part-time employee become eligible for benefits under the Affordable Care Act, he or she will be offered health benefits.

## **HOURS OF WORK**

### REGULAR HOURS

For purposes of computing overtime pay, the company's workweek runs from 12:01 a.m. Monday morning to 12:00 a.m. Sunday night.

### FLEXTIME POLICY

Flexitime allows flexibility in an employee's work schedule in regards to beginning and ending times. Employees may arrive at work between the hours of 6:30 a.m. and 9:00 a.m. and work eight consecutive hours excluding lunch. An employee's flexitime schedule must include the core working hours of 9 a.m. to 3:30 p.m., Monday through Friday.

A fixed schedule must be declared and approved by the department manager. Department managers must maintain an adequate staff during general office hours (varies by location). Field personnel will work the hours required by the job at the discretion of the department manager. The Company reserves the right to establish any employee's schedule if this flexitime policy is abused.

A flexitime arrangement may be suspended or cancelled at any time. Exempt employees must depart from any flexitime schedule as necessary to perform their jobs. Non-exempt employees may be asked to work overtime regardless of a flexitime schedule.

### OVERTIME

From time to time employees may be required to work overtime to complete work on a project. When this occurs, we will do our best to give advance notice in order to avoid conflicts.

### TARDINESS AND ABSENTEEISM

Employees' attendance and punctuality records play a part in all employment decisions, including transfers, promotions, demotions and adjustments in pay. An unsatisfactory attendance or punctuality record can result in

appropriate disciplinary action, up to and including termination. Whenever it is necessary to be absent from work for illness or some other reason, employees are requested to telephone their department manager no later than 9 a.m. the morning of the day they will be gone. Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) or any other legally protected leaves/absences will not be counted against an employee's attendance record.

#### LEAVING THE OFFICE DURING THE WORKDAY

All staff members are required to advise their department managers when they must be away from the office during the workday. Staff members are also required to take the appropriate measures so the receptionist knows where they can be reached and when they can be expected to return to the office.

All project managers must leave a telephone number with the receptionist where they can be contacted while away from the office. They should also make arrangements with their department manager to review their mail, e-mail and voice mail/telephone messages each day they are away from the office. Department managers should carefully determine whether or not immediate action is needed.

Department managers should assign a responsible project manager to be in charge of the department in their absence and identify this person to other department managers, division leaders, owners and the receptionist. Department managers should make arrangements with this individual to have their mail, e-mail and voice mail/telephone messages reviewed each day they are away from the office. Department managers should call in periodically (every other day minimum) and talk to their designated project manager to give guidance and to make sure their messages have been answered.

### **EMPLOYEE CONDUCT AND PROFESSIONAL IMAGE POLICIES**

#### ROMANTIC RELATIONSHIPS

While American Structurepoint does not wish to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct and relationships may interfere with the company's legitimate business interests. To prevent unwarranted sexual harassment claims, uncomfortable working relationships, morale problems among other employees, and even the appearance of impropriety, managers and supervisors of the company are strictly prohibited from engaging in consensual romantic or sexual relationships with any employee of the company.

Employees who marry or become members of the same household may continue employment as long as there is not:

- a) a direct or indirect supervisor/subordinate relationship between the employees; or
- b) an actual conflict of interest or the appearance of a conflict of interest created by the relationship.

Should one of the above situations occur, it is the employees' responsibility to promptly notify Human Resources of the situation. The company will attempt to find a suitable position within the company to which one of the affected employees may transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which one of them will resign. If the employees cannot reach a decision regarding resignation, the company may terminate one or both of the employees at-will.

#### NEPOTISM

The company will consider a member of an employee's immediate family for employment if the applicant possesses all the qualifications for employment. An immediate family member may not be hired, however, if the employment would:

- a) create either a direct or indirect supervisor/subordinate relationship with a family member; or
- b) create either an actual conflict of interest or the appearance of a conflict of interest.

These criteria will also be considered when assigning, transferring, or promoting an employee. For purposes of this policy, "immediate family" includes the employee's spouse, brother, sister, parents, children, step-children, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, uncle, aunt, niece, nephew, first cousin and any other member of the employee's household.

#### ELECTRONIC MAIL AND INTERNET USE

American Structurepoint encourages the use of electronic mail, or e-mail, the Internet, and other electronic communication, as a tool to help accomplish the company's business objectives. Electronic communication can greatly

enhance the quality and efficiency of communication among management, employees, current and prospective customers, and others involved in our business. However, electronic communication also may be misused, with potentially serious consequences for both the company and the employee. This policy is intended to define the parameters of appropriate electronic communication and Internet usage by American Structurepoint personnel.

Except as required to complete their assigned job duties, employees are strictly prohibited from communicating trade secrets, business plans, marketing strategies, sales reports, internal databases regarding customers, computer software, and other proprietary information of American Structurepoint. In addition, employees are expressly prohibited from sending or viewing messages or materials containing obscene, profane, lewd, or otherwise potentially offensive language or images (i.e., materials in violation of the Company's Equal Employment Opportunity Policy). The use of material containing racial, sexual, or similar comments or jokes is forbidden. Users should respect the rights and sensitivities of recipients and potential recipients or viewers, and should ensure that all electronic business communications reflect the professional image American Structurepoint wishes to portray.

American Structurepoint expects that all employees will use common sense and sound judgment when utilizing the electronic communication system; however, the company reserves the right to monitor or inspect e-mail messages, Internet usage and any other electronic materials or files at any time. Users should be aware that electronic communication is for business purposes only and employees should have no expectation of privacy in any electronic communication maintained by American Structurepoint, including e-mail systems, Internet usage records, personal digital assistant devices (e.g. Blackberry), or any other electronic files. Use of such systems constitutes consent to such monitoring. While the Company may monitor such systems, it does not assume any obligation to review all or any usage of such systems for violations of Company policies or otherwise. Such communication also may be subject to disclosure to outside third parties, including the court system and law enforcement agencies, under certain circumstances. Employees should not send any electronic communication they would not want to have seen by persons other than the recipients.

To ensure cyber security for both the company and our clients, American Structurepoint employees are prohibited from using their personal email accounts to conduct any sort of business matters or use for correspondence with clients.

Violators of this policy will be subject to appropriate disciplinary action up to and including immediate termination of employment. Any known or suspected violations of the policy should be reported immediately to management.

#### PROTECTION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Employees will be exposed to valuable confidential and/or proprietary information during the course of their employment at American Structurepoint including trade secrets, business plans, marketing strategies, sales reports, internal databases regarding customers, computer software, and other proprietary information of American Structurepoint. Employees should maintain all information in confidence and should only use the information as it pertains to their role, or as otherwise permitted by law.

Conversely, employees are expressly prohibited from using during the course of their employment at American Structurepoint confidential and/or proprietary information they have obtained from another employer, organization or association.

Employees with questions or concerns about confidential and/or proprietary information should contact their supervisor or Human Resources.

#### CELLULAR TELEPHONES

At American Structurepoint, safety of our employees is our first priority. Therefore, the use of cellular telephones while driving is strictly prohibited.

If an employee needs to make a phone call while driving, they should find a proper parking space first. Stopping on the side of the road is not acceptable. The only exception is for genuine emergencies such as an accident or a breakdown. Employees with hands-free telephones may make brief telephone calls while driving. If road conditions are poor, traffic is heavy, or the conversation is involved, they must park. Employees may not review or send texts or emails at any time while operating a vehicle, even when momentarily stopped in traffic. Employees are responsible for knowing and complying with all laws regarding the use of handheld devices in the jurisdiction in which they are working or traveling.

Proper cellular telephone use is part of safe driving. Employees also should remember that while traveling on business, they are expected to use defensive driving habits.

## EMPLOYEE GROOMING AND DRESS

The image we present to our clients and our fellow employees tells them how we feel about them, our company and ourselves. Department managers and project managers are expected to set the example for the company by the image they create. This includes their professionalism with customers and their attire. Attire that is suitable for the day's activities is requested. All American Structurepoint, employees who are meeting with clients, peers, or others, either inside or outside the office, including attendance at seminars or professional meetings, should be appropriately dressed in business attire. Casual attire, including jeans, is typically not acceptable unless fieldwork or office maintenance is planned that day.

We are always concerned with the impression we make on others as representatives of American Structurepoint. In accordance with this concern, employees should strive at all times to ensure that their clothing and appearance are business-like and contribute to a professional office atmosphere for both coworkers and visitors. Employees are encouraged to consult with their supervisor whenever necessary regarding acceptable dress for their work area. Field personnel are encouraged to dress appropriately for their work situations, but to recognize the importance of a well-groomed appearance.

Tattoos and body piercings for all employees (with the exception of earrings) are not appropriate for the workplace and should not be visible.

## SMOKING RESTRICTIONS

All company locations are designated as a smoke-free workplace, and smoking is not permitted inside any of our facilities. This includes all of our locations, whether owned or leased. Additionally, Employees are prohibited from smoking within eight (8) feet of the entrance to all company locations. Violations of this policy are subject to disciplinary action.

## **VIOLENCE-FREE WORK PLACE**

The safety and security of our employees is very important to American Structurepoint. Our company is also committed to maintaining a work environment that contributes to high quality productivity and efficiency. The presence of weapons and acts of aggression or violence in the work place or in the work environment are inconsistent with these commitments and objectives. American Structurepoint expects all employees to perform their jobs without possessing weapons and without aggression or violence toward any other individual. American Structurepoint has adopted and maintains this *Violence-Free Work Place Policy* in an effort to eliminate violence. Threats, threatening behavior, or acts of violence against employees, clients, visitors, guests or other individuals by anyone on company premises or during the scope of employment will not be tolerated. Violations of this policy will lead to disciplinary action that may include immediate discharge, arrest, and prosecution.

This *Violence-Free Work Place Policy* covers all employees of American Structurepoint and independent contractors or their employees hired or used by American Structurepoint. If an American Structurepoint employee is injured while participating in a fight or other violent act, entitlement to Workers' Compensation Benefits may be denied.

Any person who makes substantial threats, exhibits threatening behavior, or engages in violent acts on company premises shall be removed from the premises as quickly as safety permits and shall remain off company premises pending the outcome of an investigation. American Structurepoint will initiate an appropriate response. This response may include, but is not limited to, termination of any business relationship, reassignment of job duties, termination of employment, and/or criminal prosecution of the person or persons involved.

No existing American Structurepoint policy, practice, or procedure should be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.

All American Structurepoint personnel are responsible for notifying Human Resources, any department manager, or owner of any threats that they have witnessed, received or have been told that another person has witnessed or received. Even without an actual threat, personnel should also report any behavior they have witnessed which they regard as threatening or violent when that behavior is job-related or might be carried out on a company controlled site or is connected to company business. Employees are responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons who were threatened or were the focus of the threatening behavior.

All individuals who apply for or obtain a protective or restraining order which lists American Structurepoint locations as being protected areas, must provide Human Resources with a copy of the petition and declarations used

to seek the order, a copy of any temporary protective or restraining order which is granted and a copy of any protective or restraining order which is made permanent.

No weapons, ammunition, explosives or any other related devices are permitted on American Structurepoint premises.\* Violations of this policy may result in discharge.

In the enforcement of this and other policies contained in this Employee Handbook, American Structurepoint reserves the right to search any areas on company premises, including, but not limited to, automobiles, lockers, furniture, containers, drawers, equipment or other facilities, lunch boxes, briefcases, personal bags, personal tool boxes or tool kits. Employees should have no expectation of privacy in any of these areas on company premises, except as otherwise provided in this policy.

All employees are required to sign an acknowledgment that they have received this policy and understand its contents and intent. Any employee who refuses to sign such an acknowledgment will be subject to discipline, up to and including termination.

#### DEFINITIONS

**Weapon:** Includes a gun, machine gun, short-barrel rifle or shotgun, handgun, a firearm silencer, a knife, knuckles, explosive weapon or device, or any other implement for infliction of bodily injury or death which has no common lawful purpose.

**Possession:** Shall include, but is not limited to, the presence of a weapon on the employee, in his or her lunch box, locker, tool kit, bag, purse, cabinets, office, etc. on American Structurepoint property, premises or work sites, except as otherwise provided in this policy.

#### PROHIBITED ACTIVITIES

American Structurepoint specifically prohibits the following and will discipline an employee, up to and including termination, for any of the following:

- Use or possession of any weapon described above on company premises\*
- Storing any weapon in a locker, desk, lunch box, tool kit, bag, purse or other repository on or in American Structurepoint property, work site or other company premises, except as otherwise provided in this policy.
- Illegal possession or use of a weapon off company property that adversely affects his or her own safety or others' safety at work, or indicates a propensity for same
- Refusing to promptly submit to inspection for the presence or possession of a weapon in violation of this policy when requested by American Structurepoint
- Conviction under any criminal statute for the illegal possession of a weapon or for committing a violent act against the person or property of another
- Refusing to sign a statement to comply with American Structurepoint's policy on work place safety and security
- Refusing to participate in an investigation pertaining to allegations or suspicions that violence has occurred or is likely to occur, or an investigation pertaining to the carrying of a weapon by the employee or a coworker in violation of Company policy

\* While the Company recognizes an individual's right to lawfully own firearms, it does not believe firearms are appropriate in the workplace. Employees are prohibited from personally carrying (or assisting others in carrying) a firearm or ammunition: 1) into any building or work area on Company property; 2) into any Company owned or leased vehicle; or 3) into any customer's building. An employee may have a legally-possessed firearm or ammunition in his/her personal vehicle on Company property, but only if: 1) the firearm or ammunition is stored in the trunk, glove compartment, or out of plain sight; and 2) the vehicle is locked; To the extent state or local laws allow greater rights than contained in this policy, the state or local laws in effect for in that location will be applied.

Any employee who violates these rules will be subject to immediate termination.

## **DRUG-FREE WORK PLACE**

It is the policy of American Structurepoint to maintain a workplace that is free from the effects of drug and alcohol abuse. Even in states with laws permitting the use of medical marijuana, it is not tolerated in the workplace.

Employees are prohibited from the illegal use, sale, dispensing, distribution, possession or manufacture of illegal drugs, controlled substances, narcotics, or alcoholic beverages on company premises or work sites. Alcohol may be consumed responsibly on company property at approved company-sponsored events. In addition, American Structurepoint prohibits the off-premises abuse of alcohol and controlled substances, as well as the possession, use or sale of illegal drugs, when those activities adversely affect job performance, job safety, or the company's reputation in the community.

Employees will be subject to disciplinary action, up to and including termination, for violations of this policy. Violations include, but are not limited to, possessing illegal or non-prescribed drugs and narcotics or alcoholic beverages at work; being under the influence of those substances while working; using them while working; or dispensing, distributing, or illegally manufacturing or selling them on company premises and work sites. Employees, their possessions, and company-issued equipment and containers under their control are subject to search and surveillance at all times while on Company premises or work sites or while conducting company business. Employees should have no expectation of privacy in any of these areas while on Company premises or work sites or while conducting Company business. Employees subject to the Drug-Free Workplace Act who are convicted of any criminal drug violation occurring in the workplace must report the conviction to an officer of the company within five days, and the officer is then to take appropriate action as required by law.

Employees may be required to take a test at any time to determine the presence of drugs, narcotics, or alcohol, unless the tests are prohibited by law. Employees must sign a consent form authorizing the test and the company's use of the test results for purposes of administering its discipline policy. It is a violation of this policy to refuse consent for these purposes or to test positive for alcohol or illegal drugs. Policy violations will result in discipline and may result in termination. Tests that are paid for by the company are the property of American Structurepoint, and the examination records will be treated as confidential and held in separate medical files. However, records of specific examinations, if required by law or regulation, will be made available to the employee, persons designated and authorized by the employee, public agencies, relevant insurance companies or the employee's doctor.

Employees should report immediately to an officer of the company or Human Resources any action by an employee who demonstrates an unusual pattern of behavior indicating possible impairment. The officers will determine whether the employee should be examined by a physician or clinic and/or tested for drugs and alcohol. Employees believed to be under the influence of drugs, narcotics, or alcohol may be subjected to testing as set out above.

Each employee taking a legal drug (over the counter or prescribed) that could affect job safety or performance is responsible for notifying Human Resources and for providing a physician's certificate. Without disclosing the identity of the substance, the physician's certificate should indicate either that work restrictions are required or that the substance does not adversely affect the employee's ability to safely and efficiently perform his/her job duties as taken. This certificate must be provided to the Human Resources before the employee reports to his/her work area.

Employees who are experiencing work-related or personal problems resulting from drug, narcotic or alcohol abuse or dependency may request or be required to seek counseling help. We encourage employees to seek assistance before a violation of this policy or other policies occur or drug and/or alcohol dependency renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. Participation in counseling, including company-sponsored or required counseling, is confidential and should not have any influence on performance appraisals. Job performance, not the fact that an employee seeks counseling, is to be the basis of all performance appraisals.

Any employee who is abusing drugs or alcohol may be granted a leave of absence to undertake rehabilitation treatment. The employee will not be permitted to return to work until certification is presented to Human Resources that the employee is capable of performing his or her job. Failure to cooperate with an agreed-upon treatment plan may result in discipline, up to and including termination. Participation in a treatment program does not insulate an employee from the imposition of discipline for violations of these or other company policies.

## **WORKERS' COMPENSATION RIGHTS**

All employees have a right to and are encouraged to report work-related injuries and illnesses. American Structurepoint is prohibited from discharging or discriminating against employees for reporting such illnesses and injuries. If you need to report a work-related injury or illness, please contact Human Resources as soon as possible.

## **WORKPLACE ACCOMMODATIONS**

In accordance with The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) it is the policy of American Structurepoint to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). We will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to American Structurepoint. Contact Human Resources with any questions or requests for accommodation.

## **SECONDARY EMPLOYMENT (MOONLIGHTING)**

Our work is unpredictable, and frequently our employees are asked to work overtime on short notice. Because we have to depend on our staff being able to respond to our overtime needs, we prefer they do not engage in secondary employment (moonlighting). In unusual circumstances moonlighting may be allowed, provided approval is given in writing. Approval will not be given if:

- a) The outside job imposes additional strain or load on the employee so that the employee's safety or quality of work is affected.
- b) The outside job involves work with a competitor, a potential competitor, or with a company which in any way could be construed as being interested in obtaining competitive knowledge about American Structurepoint.
- c) The outside job is one which is within the scope of work American Structurepoint can or does perform for our clients.

American Structurepoint is not responsible for the actions of employees who moonlight, nor does American Structurepoint liability insurance cover their actions while performing such work. Therefore, employees who moonlight must issue a written declaration (sample follows) to their client or employer that they are working on their own behalf and that American Structurepoint will absolutely not be responsible for their actions, nor is American Structurepoint involved in any way with the work being performed. These written declarations are to be reviewed by one of the American Structurepoint owners who will also authorize any moonlighting.

Moonlighting shall not be performed on office premises or with office facilities or equipment either during or after regular office hours. This restriction applies to the use of the office telephone for calls relating to outside employment. An employee may not be employed by another approved employer in any capacity while on Family and Medical Leave Act leave from American Structurepoint if the approved moonlighting work is inconsistent with the need for such leave. Any employee who is moonlighting without written approval will be subject to immediate termination.

### DISCLAIMER

(Sample disclaimer to be completed by moonlighting employees and submitted to their outside client after having been reviewed by one of the American Structurepoint owners.)

To: (Secondary Employer)

From: (American Structurepoint Employee)

Subject: Liability Disclaimer

The purpose of this memo is to clearly state that I am entering into a business relationship with you as an individual, and in no way is my employer, American Structurepoint, responsible or liable for any aspect of the work I perform in your behalf.

It is understood I am to complete all parts of this assignment on my own time and shall use no equipment, facilities or other resources of my employer, American Structurepoint. I acknowledge that I have informed American Structurepoint that my employment with it does not conflict in any way with my employment with you, or otherwise violate any contractual or other obligations to you. To the extent you believe my employment with you conflicts in any way with my employment with American Structurepoint, please notify me and American Structurepoint immediately.

Any claim or suit which may result in whole, or in part, because of work I perform on your behalf, shall be directed entirely toward me, and in no way shall my employer, American Structurepoint, accept any responsibility for my actions.

(Signed by Employee)

### **III. COMPENSATION**

It is our policy and practice to compensate employees for all time worked and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors. No one who is eligible for overtime should perform any work that is not authorized and/or not recorded on his or her time card.

#### **EXEMPT EMPLOYEES**

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work. This salary will be established at the time of hire or when you are classified as an exempt employee. While your base salary may be subject to review and modification from time to time, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform, except as provided by law.

The Company prohibits improper deductions. If you have questions about deductions from your pay or your wages, please immediately contact Human Resources. If you believe you have been subject to any improper deductions or your pay does not accurately reflect your hours worked, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact Human Resources, the Payroll Manager, or any other supervisor or manager with whom you feel comfortable.

Every report will be fully investigated and corrective action will be taken where appropriate. American Structurepoint will not allow any form of retaliation against individuals who report improper deductions or who cooperate in the investigation of such reports.

#### **NON-EXEMPT, OVERTIME ELIGIBLE EMPLOYEES**

Because American Structurepoint always strives to serve the client, it is sometimes necessary to meet client obligations by working overtime with relatively short notice to employees. All overtime must be authorized in advance by the department manager. When overtime is required, the following policies are observed:

##### OVERTIME DEFINED

Overtime is defined as the amount of authorized time worked in excess of 40 hours in a given week and is paid at 1½ times the regular rate for the workweek. Time spent away from work during a holiday observed by the company will be considered as time worked for determining overtime eligibility. Time spent away from work for personal leave, authorized time off, vacation and leave of absence without pay will not be considered as time worked for overtime determination.

##### PAYROLL DEDUCTIONS

All compensation, including overtime, for all employees is subject to payroll deductions as required by applicable statutory provision such as withholding tax and social security taxes. Nonexempt employees should follow the same procedure as for exempt employees, above, if they think they have been improperly paid for hours worked. The prompt reporting of errors is in everyone's best interest. All reports will be investigated and, if it is determined that an improper deduction was made, the error will be corrected on the next payroll date.

#### **BONUSES**

Incentive bonuses may be given to selected employees when funds are available and at the discretion of the Board of Directors. They are usually given to reward an effort which is above and beyond the employee's expected level of performance and in which no previous compensation has been made. Bonuses are always dependent upon available funds and are considered to be a one-time reward and should not be construed to repeat. They may be given to any employee. Both that fact and the amount of the bonus are completely discretionary.

## IV. TIME AWAY FROM WORK

### VACATIONS

Every person needs an opportunity to be away from work. The time away refreshes and renews the employee, and both the employee and the firm benefit. American Structurepoint strongly urges staff members to use their vacation time for time away from work.

#### POLICY

Vacation with pay is granted to every regular, full-time employee. Vacation time is accrued depending on length of service and on paid regular hours (including vacation, personal and holiday regular hours):

<u>Length of Service</u>	<u>Accrual Rate</u>
1 year through 9 years	1.5385 hours of vacation per regular week of service
10 years and after	2.3077 hours of vacation per regular week of service

Vacation time cannot be taken until the employee has completed one full year (2080 regular hours) of service. Employees may take a maximum of 5 days of vacation more than what they accrue in a calendar year. Employees who accrue 80 hours per year may take a maximum of 120 hours per year vacation time. Likewise, employees who accrue 120 hours per year may take a maximum of 160 hours per year as vacation time. This limit does not apply during a leave that is eligible to use Authorized Time Off. In certain circumstances, other vacation arrangements may exist as agreed upon in writing and approved by an officer of the company.

#### ACCRUAL DATE

Vacation accrual is credited at the end of a time sheet period after payroll is processed. The current balance of each employee's vacation account shall be maintained by the company. Balances at the end of the calendar year will be carried forward to the beginning of the next year.

#### SCHEDULING VACATION

Employees may request the scheduling of all or part of their vacation at any time during the year, subject to the approval of the department manager to ensure that no interference with the employee's work will result and that there is adequate staff to cover the leave. Although maximum consideration will be given to the desires of the employees, there may be occasions created by work-dictated reasons that require some employees to reschedule their vacation dates. In the event two employees want the same time off, the basis for selecting which employee gets preference of vacation dates will favor the employee who first made the request. In any event, employees should request vacation with as much notice as possible, no less than 2 weeks in advance.

#### PAYMENT "IN LIEU OF"

Employees will not be paid for accrued vacation time at the end of the fiscal year. As stated above, vacation balances will be carried forward to the beginning of the next year.

#### VACATION PAY

Vacation pay shall be computed at the straight-time rate for the employee's regular work schedule, based on the regular pay which the employee would have received had he or she been working, and shall not include overtime or any other extra payments.

#### HOLIDAY DURING VACATION

When a paid holiday occurs during the vacation period, it will not be charged as a day of vacation, but will be recorded as a holiday.

#### RECORDS

Employees should note vacation on their time sheets for every instance of vacation usage. Time sheets for vacation will be submitted to the department manager in advance of the vacation to be taken.

### MILITARY DUTY

An employee who fulfills a military obligation may use accrued vacation credits to cover loss of income. Otherwise, such military duty will be regarded as leave without pay.

### BORROWING VACATION

After the first year of service, employees may borrow up to 24 hours of unearned vacation time. For example, 5 days of vacation could be taken if the employee's vacation account balance was only 2 days. Employees who do so agree that should their employment be terminated for any reason, any vacation time still owed at that time may be deducted from their final paycheck as an overpayment of wages. When borrowing vacation time, employees may not exceed the maximum number of days to be taken annually, as noted above.

### PAYMENT AT TERMINATION

A person whose employment is terminated, whether voluntarily or involuntarily and for any reason, will not be paid accrued vacation hours at the time of termination, unless otherwise required by law.

### BONUS VACATION

After two full years of employment and every year thereafter, a bonus vacation equal to one week's regular salary may be paid to each employee. A maximum of one week's regular salary will be paid on a bonus vacation per calendar year. A written request from the employee two weeks prior to the time of the vacation should be given to the accounting department. An employee has the option to eliminate the bonus vacation and transfer 40 hours to the employee's vacation account. This additional vacation time is still subject to the maximum number of days to be taken annually, as noted above.

### **HOLIDAYS**

American Structurepoint recognizes 7 holidays per year. Regular employees receive these days off with pay. Temporary and part-time employees do not receive holiday pay.

### DAYS RECOGNIZED

New Year's Day  
Memorial Day  
Independence Day

Labor Day  
Thanksgiving Day  
Black Friday/Day After Thanksgiving  
Christmas Day

### DAYS OBSERVED

Since American Structurepoint works regularly with government agencies we will usually try to coordinate our holiday days off with these agencies. American Structurepoint will inform the employees as to the exact day off when it is made known to us.

### **PERSONAL LEAVE**

American Structurepoint recognizes that circumstances will occasionally arise requiring an employee to be absent from work and has set aside personal leave to be used for this purpose. Personal leave can also be used to cover absence for the loss of a family member. Personal leave is accumulated each year by regular employees similar to the way vacation is accrued. Employees accrue personal leave at the rate of five (5) days per year.

To qualify for personal leave with pay, the employee must notify his or her supervisor as far in advance of the desired leave as practicable. The employee must notify his or her supervisor by 9:00 a.m. of every morning during every day the employee does not report to work because of illness. Such notification will include a report to give the supervisor an indication as to how the employee is progressing and an estimate of when the employee might return to work.

Employees with one year of service or more will be paid for all personal time accrued, but not taken during a year, with the second payroll in January.

Employees with less than one year of service who are not eligible to take vacation time will carry over their accrued personal time balance to the next year. The personal time balance at the end of the second calendar year will be paid with the second payroll in January.

A maximum of two days of personal leave may be used as additional vacation time.

### BORROWING PERSONAL LEAVE

After the first year of service, employees may borrow up to 24 hours of unearned personal time. Employees who do so agree that should their employment be terminated, any personal time still owed at that time may be deducted from their final paycheck as an overpayment of wages.

### INCLEMENT WEATHER

Our offices will be open for business during periods of inclement weather unless otherwise indicated, and we will staff them the best we can. Whether to work during inclement weather conditions or other emergency situations is a matter of personal choice by the employee. As with any other absence, all staff members are required to advise their supervisor of an absence for this reason. Time away from work during such absences will be treated as personal leave, however, when possible, staff members can make up the time away from work during the same work week.

### PAYMENT AT TERMINATION

A person whose employment is terminated, whether voluntarily or involuntarily and for any reason, will not be paid accrued personal hours at the time of termination, unless otherwise required by law.

### **AUTHORIZED TIME OFF**

The company may choose to provide an employee with authorized time off with pay when he or she experiences loss of work due to the employee's own extended illness, hospitalization, and/or recuperation. Authorized time off may not be used for any other purpose. To qualify for authorized time off, the employee must first use all of their previously accumulated personal and vacation time, as well as their personal and vacation time accumulated during the extended illness. Thus, the maximum number of vacation days to be taken annually does not apply in this situation. Authorized time off cannot be used during the six (6) week period after childbirth. The company has a separate maternity leave policy for medical recovery from childbirth. An employee may apply for authorized time off after childbirth only if all maternity leave, all personal time, all vacation time and all other applicable leave has been exhausted, and additional time off is medically necessary for recovery from childbirth.

An employee desiring to be granted authorized time off must first seek approval from Human Resources before taking the time off. Prior to the use of any authorized time off, the employee shall submit medical certification as required by American Structurepoint. Hours on authorized time off shall not be counted as hours worked for purposes of calculating overtime pay.

Authorized time off is accumulated each year by regular employees similar to the way personal leave is accrued. Each employee will be given one week of authorized time off for each year of service to the company, with a maximum account balance of six (6) months. However, once the employee becomes eligible for long-term disability insurance, Authorized Time Off may no longer be used.

After the employee returns to work, the employee's authorized time off account will be reduced by the length of authorized time off taken for the previous illness and the employee will again begin accumulating authorized time off at the rate of one week for each additional year of service.

### PAYMENT AT TERMINATION

A person whose employment is terminated, whether voluntarily or involuntarily and for any reason, will not be paid authorized time off at the time of termination, unless otherwise required by law.

### **UNPAID TIME OFF**

Following the use of accrued vacation, personal, and authorized time off; the need for further time away from work will need to be discussed with Human Resources. At the company's discretion, employees may be loaned vacation or personal leave, if necessary, so that weekly earnings do not diminish during periods of short-term leave. An employee who is away from work for six consecutive work days following use of all accrued vacation, personal, and authorized time off, and has borrowed up to six days combined of vacation and personal leave will have his or her status changed from that of a "regular employee" to an "employee on leave of absence without pay." An employee is prohibited from taking leave without pay if he or she has accrued leave available for use.

The employee will not accrue personal time, vacation time, or authorized time off during this period. The employee may become eligible for long-term disability benefits, subject to American Structurepoint's long-term disability benefit plan. Continuation of group health insurance benefits shall be subject to American Structurepoint's policies and provisions of the Family and Medical Leave Act (FMLA) and COBRA.

**WITH PRIOR APPROVAL, AN EMPLOYEE MAY CHOOSE TO MAKE UP LOST TIME TO AVOID SUFFERING A DECREASE IN EARNINGS CAUSED BY A LEAVE WITHOUT PAY, PROVIDED THAT THE MAKE-UP TIME TAKES PLACE DURING THE SAME 40-HOUR WORK WEEK AS THE TIME TAKEN OFF.**

## **JURY DUTY/WITNESS DUTY**

Jury duty is an obligation and a privilege of citizenship and we encourage employees of American Structurepoint to serve when asked. During this time of service an employee will be paid regular wages up to thirty business days per jury duty and is expected to submit any compensation to the firm. When jury duty does not demand employee's services for a full day, the employee should return to work. This time away from work should be charged to office general on the employee's time sheet.

Testifying as a subpoenaed witness in a judicial proceeding is a legal responsibility. If an employee is called as an "expert witness" on behalf of the company, he/she will be paid regular wages and is expected to submit any compensation to the firm. This time should be charged to the appropriate job number on the employee's time sheet. An employee will not be paid regular wages for time spent for witness duty that is not on behalf of the company. Vacation or personal time should be used in this instance.

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness, the employee should notify his/her supervisor. The employee is required to provide copies of the subpoena or jury summons to his/her supervisor and Payroll. The supervisor will verify the notification and make scheduling adjustments to accommodate the employee's obligation. The supervisor will also provide court documentation to Payroll for processing when applicable.

Employees appearing as a plaintiff, defendant or for non-subpoenaed court appearances will not receive paid time off. Vacation or personal time should be used for these instances.

## **MATERNITY LEAVE**

The company recognizes that childbirth is a significant medical event. Therefore, all employees who have been employed full-time for at least one year are eligible for up to six (6) weeks of fully paid postpartum maternity leave after the delivery of a child. This postpartum maternity leave is intended to cover the medically necessary post-childbirth recovery period. When possible, the employee requesting postpartum maternity leave shall inform the company of their request no less than 30 days in advance of the anticipated delivery. While on paid postpartum maternity leave, an employee will continue to receive all employee benefits previously provided on the same terms as active employee. If an employee remains on approved leave beyond the 6 week paid post-partum maternity leave period, eligibility for benefits will be determined in accordance with the company's policy for other types of paid and unpaid leave. If paid postpartum maternity leave falls on a holiday, the holiday will count towards your paid maternity leave and will not be paid separately. To apply for maternity leave, please contact Human Resources.

This policy is effective January 1, 2018 and all paid postpartum maternity leave must be used within six (6) weeks from the date childbirth occurs. (By way of example if an eligible employee gives birth three (3) weeks prior to January 1, 2018, then such employee would be eligible for only 3 weeks of paid postpartum maternity leave, beginning January 1, 2018).

\*PLEASE NOTE – Use of postpartum maternity leave will count towards FMLA leave.

## **THE FAMILY AND MEDICAL LEAVE ACT OF 1993 (FMLA)**

The Family and Medical Leave Act provides an eligible employee with up to 12 weeks of unpaid leave per 12-month period (as defined below) without loss of his or her employment position. An "eligible employee" means an employee who has been employed for at least 12 months and for at least 1,250 hours of service during the previous 12-month period. An "eligible employee" does not include an employee at a worksite at which less than 50 employees are employed if the total number of employees within 75 miles of that worksite is less than 50.

FMLA 12-week period is calculated using a "rolling" 12-month period measured backward from the date the employee uses FMLA leave. During the FMLA leave, all insurance benefits remain in effect, however, the employee must continue to pay his or her portion of the premiums as if he or she were still actively at work (this is not a C.O.B.R.A. event).

Employees may take leave in one block, or in the alternative may take leave intermittently or on a reduced schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt operations. Leave due to qualifying exigencies may also be taken intermittently.

If an employee on FMLA chooses not to return to work at the end of the leave, he/she is responsible for reimbursement of the insurance premium paid by American Structurepoint during any unpaid leave.

Employees are required to use accrued personal, vacation and authorized time off concurrently with FMLA leave. In order to use paid leave time for FMLA leave, employees must comply with normal paid leave policies.

An employee may not be employed by another employer in any capacity while on FMLA leave in violation of the Moonlighting Policy or where such employment is inconsistent with the need for leave.

Before you will be permitted to return from FMLA leave for your own serious health condition, you will be required to present American Structurepoint with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, American Structurepoint will consider making reasonable accommodation for any disability you may have in accordance with applicable laws.

FAMILY OR MEDICAL LEAVE may be taken for:

- \* Birth, adoption, or foster care of a child.

Leave must be completed within 12 months of the birth or placement of adoption or foster care. Foster care must be formal; state action is required.

- \* Care for the serious health condition of spouse, child, or parent of employee (not parent-in-law).

Definition of child includes any child for whom employee is acting as a parent (no legal relationship is required). A child is under 18, or 18 and older if incapable of self-care because of a mental or physical disability. Parent includes anyone who stood *in loco parentis* to the employee.

- \* An employee's own serious health condition.

- \* For incapacity due to pregnancy, prenatal medical care or child birth.

#### MILITARY FAMILY LEAVE ENTITLEMENTS

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember means:

- \* A current member of the Armed Forces, including a member of the National Guard or Reserves, who is: (a) undergoing medical treatment, recuperation, or therapy; (b) is otherwise in "outpatient status" (see definition below); or (c) is otherwise on the temporary disability retired list, for a "serious injury or illness" (see definition below); or
- \* A "veteran" (see definition below) who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

#### SERIOUS HEALTH CONDITION

The phrase "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

- \* Any in-patient care (*i.e.*, an overnight stay) in a hospital, hospice, or other residential medical care facility (including any period of incapacity or any subsequent treatment in connection with the in-patient care);

- \* Any period of incapacity of *more* than 3 full, consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) treatment two (2) or more times within the first 30 days of the first day of incapacity by a health care provider, by a nurse under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider (with the first treatment occurring within the first seven (7) days of incapacity), or (ii) treatment by a health care provider on at least one occasion within the first seven (7) days of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;
- \* Any period of incapacity due to pregnancy or for prenatal care;
- \* Any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- \* Any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, if the employee (or family member) is under the continuing supervision of (but not necessarily receiving active treatment by) a health care provider; or
- \* Any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that likely will result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

#### NOTIFICATION:

- \* If leave is foreseeable, the employee must notify the company at least 30 days prior to the first day of leave.
- \* If notice is not given and there is no reasonable excuse for the delay, American Structurepoint can deny leave until at least 30 days after notice is received.
- \* If leave is not foreseeable, an employee should notify employer of the need for leave as soon as practicable in person, by telephone, facsimile or other electronic means. When the need for leave is not foreseeable, it is expected that the employee will give notice of the need for leave immediately and in compliance with normal call-in procedures.
- \* Employees must provide sufficient information for the employer to determine if leave may qualify for FMLA protection and the anticipated timing and duration of the leave. It's not enough to simply "call in sick." Employees must inform the employer if the requested leave is for a reason for which FMLA was previously taken or certified.
- \* Employees will be required to provide a certification and periodic recertification supporting the need for leave. Additionally, employees will be required to provide regular reports regarding the status of their condition and intention to return to work.
- \* For planned medical leaves, employees must explain the reasons why intermittent/reduced leave schedule is necessary and of the schedule for treatment, if applicable. An employee must cooperate in working out a schedule for intermittent/reduced schedule leave that does not unduly disrupt operations.
- \* The employer must inform the employee requesting leave whether he or she is eligible for FMLA leave and of any additional requirements to take leave.

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA or to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under the FMLA. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

This is only a summary of the FMLA and additional information and details may be obtained from Human Resources.

#### UNAUTHORIZED LEAVE

Every other absence not covered by one of the above types of leave, Family Medical Leave Act (FMLA,) or unpaid leave individually-authorized by a company officer will be designated as unauthorized. Unauthorized Leave (UL) is cause for discipline including and up to termination.

## V. FRINGE BENEFITS--REGULAR STAFF

### FRINGE BENEFITS SUMMARY

American Structurepoint, Inc. provides a competitive package of fringe benefits to all regular full time employees. Spouses and families can be covered for some of these group insurance benefits, for which the employee pays a portion of the premium expense through payroll deductions. For a list of the current benefits, please refer to the Employee Benefit Guide or contact the Benefits Administrator.

In addition, all employees, regardless of status, are immediately covered by statutory benefits which include:

- \* Workers' Compensation
- \* Social Security
- \* Unemployment Insurance

### 401(K) RETIREMENT PLAN

Employees, who are employed for 9 months and are age twenty-one or older, may participate in the American Structurepoint, Inc. 401(k) Plan. Eligible employees may enter the Plan on the first day of each calendar quarter (January 1, April 1, July 1, and October 1<sup>st</sup>). Each year, eligible employees may contribute pre-tax dollars through payroll deductions up to the maximum dollar amount allowable by the Internal Revenue Code.

Discretionary matching and profit sharing contributions may be made by the Company. Participants must be employed on the last day of the year in order to be eligible to receive the matching and profit sharing contributions.

Participants are immediately vested in their voluntary deferrals plus actual earnings thereon. Participants become fully vested in the Company matching and profit sharing contributions after six years of service. To be credited with each year of vesting service, participants must work at least 1,000 hours.

<b>Years of Vesting Service</b>	<b>Vested Percentage</b>
0 – 1	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%