



# Employee Handbook

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Compliance with Immigration Law The Company complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. New hires must complete and sign the Employment Eligibility Verification Form (Form I-9) and supply the Company with proper documentation verifying their right to work in the United States. Employees will have their employment verified using the E-Verify system as a condition of employment. Former employees who are rehired must also complete the I-9 form if they have not completed an I-9 form with the Company during the past three years or if their previous I-9 form cannot be located or is no longer valid. Any offer of employment or advancement is contingent upon verification of the employee's right to work in the United States. An employment offer will be revoked if an employee is unable to provide this verification.....	12
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policy, the Human Resources Department will provide only the dates of employment and positions held when a reference is sought. The Human Resources Department also will confirm an employee's salary with the employee's written consent. All other outside inquiries regarding Company employees or former employees, including subpoenas and requests from credit agencies, must be referred to the Human Resources Department immediately. ....13

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Employee Files and Records Separate personnel, medical and payroll files will be maintained for each employee. The Human Resources Department will be the custodian of an employee's personnel file. The Human Resources Department will have custody and control of an employee's medical files. The Payroll Department will answer questions regarding individual payroll records. .13

Open Door Policy At times an employee may need advice when unusual situations or problems develop. The Company advocates an open-door policy about these matters to make it as easy as possible for an employee to talk over a problem. An employee who has a problem or concern relating to his or her employment normally should discuss it with the employee's immediate supervisor but if an employee does not feel comfortable discussing the problem or concern with the immediate supervisor, the employee may contact the Human Resources Department or a Company officer. ....14

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OUTSIDE EMPLOYMENT WHILE WE DISCOURAGE OUR FULL-TIME EMPLOYEES FROM SEEKING EMPLOYMENT OR CONSULTING OUTSIDE OF THE COMPANY, WE REALIZE THAT WE CANNOT PREVENT THEM FROM WORKING A SECOND JOB IF IT DOES NOT RESULT IN A CONFLICT OF INTEREST. OUTSIDE EMPLOYMENT THAT CONSTITUTES A CONFLICT OF INTEREST IS PROHIBITED IN ALL CASES. THIS MEANS THAT AN EMPLOYEE MAY NOT ACCEPT A POSITION OR CONSULTING CONTRACT WITH ANOTHER COMPANY IN DIRECT COMPETITION WITH OURS, NOR CAN THEY FURNISH ANY SERVICES OR PRODUCTS TO OTHERS THAT COMPETE WITH THE SERVICES OR PRODUCTS THAT THE COMPANY PROVIDES. ....16

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PURPOSE ACCESS TO THE COMPANY'S DESKTOP COMPUTERS, LAPTOPS, PRINTERS, SOFTWARE, NETWORK APPLICATIONS, MODEMS, INTERNET, E-MAIL, TELEPHONES, CELL PHONES, PAGERS, COPIERS, FAX MACHINES, HANDHELDS, PDAS, AND OTHER TECHNOLOGY-BASED EQUIPMENT AND SERVICES HAS BEEN PROVIDED TO CERTAIN AUTHORIZED EMPLOYEES TO ALLOW THEM TO USE SUCH EQUIPMENT AND SERVICES FOR THE BENEFIT OF THE COMPANY. ALL SUCH EQUIPMENT AND OTHER ITEMS CONSTITUTE COMPANY PROPERTY. THESE ITEMS ARE EXPENSIVE AND IN SOME CASES ARE DIFFICULT TO REPLACE, AND EMPLOYEES ARE EXPECTED TO EXERCISE CARE IN THE USE OF SUCH ITEMS. THE IMPROPER, CARELESS, NEGLIGENT, DESTRUCTIVE, OR UNSAFE USE OR OPERATION OF COMPANY EQUIPMENT OR OTHER PROPERTY BY AN EMPLOYEE MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING IMMEDIATE TERMINATION OF EMPLOYMENT. EMPLOYEES ARE REQUIRED TO USE THESE RESOURCES IN A PROFESSIONAL AND APPROPRIATE MANNER AND IN A MANNER CONSISTENT WITH THEIR DUTIES AND

RESPONSIBILITIES WITH THE COMPANY, AND TO ASSIST THE COMPANY WITH ITS BUSINESS NEEDS AND GOALS.....18

Prohibited Uses and Activities Employees shall not send, transmit or otherwise disseminate nonpublic data or other confidential information of the Company to an unauthorized person or entity or in an unauthorized manner. ....18

Inspection and Monitoring Voice mail, e-mail, computers, computer networks, computer files, software programs, and all communications created on, received by, stored on or transmitted through those systems are the sole and exclusive property of the Company. Records, data, files, software, and all electronic communications contained in these systems likewise are the property of the Company. These systems and their contents are subject to inspection, examination and/or monitoring by authorized Company personnel at any time and without notice to the employees who use these systems or who created or received the information contained in the systems. Employees have no reasonable expectation of privacy with respect to any communication or materials created on, received by, stored on, or transmitted through those systems. ....19

Hardware and Software Employees shall not modify, reconfigure, or upgrade any Company desktop computer, laptop computer, server, printer, network device, modem, fax machine, or copy machine. All necessary repairs or upgrades will be completed by the Company’s IT Manager or another authorized company technician or outside technician.....19

Passwords Passwords are intended to prevent unauthorized access to e-mail, computer files or voice mail. The Company reserves the right to allow authorized Company personnel to access messages and files on the Company’s systems at any time.....19

No Personal Use of Technology Resources Employees shall not use Company computers or other technology resources for personal business or personal matters. ....20

SOCIAL MEDIA POLICY .....20

Statement of Purpose The Company encourages the development of business and professional relationships through social networks and other online activities and recognizes that its employees also develop personal relationships through the use of social media. The Company respects the legal rights of its employees with respect to social media; in general, the use by employees of social media on their personal time and for personal reasons is their personal business. Employees should be aware, however, that their use of social media can pose legal risks to the Company, its employees, clients and vendors. Social networking and online activities can also jeopardize the Company’s reputation and goodwill and the Company’s compliance with applicable rules and laws if used inappropriately. Social media activities at work that interfere with an employee’s job performance, the job performance of other employees, or the Company’s business interests or that otherwise violate this policy are prohibited. ....20

Scope This policy governs all Company-related online and internet activities, including but not limited to blogs, Facebook, Twitter, Instagram, and LinkedIn (hereinafter “social media”). .....20

Personal Use of Social Media at Work or with Work Equipment All contents of the Company’s computers, networks, communications systems, and other IT resources are Company property.

Employees have no expectation of privacy in any message, file data, conversation, comment, post or other social media activity transmitted to, or received or printed from Company computers, networks, systems, or other resources.....	21
The Company reserves the right to monitor, intercept, and review each employee’s activities using the Company’s IT resources and Communications Systems, including but not limited to social media activities, without notice to the employee and without the employee’s consent. This may include the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies. Employees should not use Company IT resources and communications systems for any matter that they desire to be kept private or confidential. ....	21
Guidelines for Responsible Use of Company-Related Social Media Employees should comply with the guidelines listed in this section when using social media. When in doubt about an activity, employees should ask the Human Resources Department for guidance before engaging in that activity. ....	21
Conduct Not Prohibited by This Policy This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, or legally required activities. ....	22
Retaliation Prohibited TABA Collective prohibits taking adverse action against any employee for reporting a possible deviation from this policy or cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.....	22
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Lunch Breaks Employees are expected to take a lunch break at a time set by their immediate supervisor. Lunch breaks are one-half (1/2) hour or one (1) hour in duration, as determined by the employees' supervisors. Time spent on lunch breaks is not counted as time worked.	24
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All deductions will be itemized on employees' paycheck stubs. Employees with questions regarding any deductions taken from their paychecks should immediately contact the Human Resources Department.	26
Final Paycheck The final paycheck for an employee who is discharged by the Company shall be paid within twenty-four hours of the discharge unless otherwise required or permitted by applicable law. The final paycheck for an employee who voluntarily terminates his or her employment with the Company will be paid on the next regularly scheduled payday following the effective date of the termination of employment unless otherwise required or permitted by applicable law.	26
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Disciplinary Action An employee who engages in any unacceptable conduct or performance, whether or not it is listed above, may receive some form of disciplinary action, up to and including immediate termination. ....42

The Company has a disciplinary action process that involves the concept of progressive discipline, meaning that disciplinary action for repeated violations are progressively more severe. Under this process, an employee may receive a verbal or written warning or reprimand, a suspension with or without pay, or immediate discharge, depending on the nature of the violation and the circumstances involved. No mechanical formula determines the disciplinary action to be imposed. The Company may choose, in its sole discretion, not to impose any progressive disciplinary action prior to terminating an employee's employment with the Company. ....42

Although the Company has a disciplinary action process, and generally will utilize that process when dealing with violations of policy or other inappropriate conduct by its employees, nothing contained in this Section is intended or may be construed to create any express or implied promise or agreement that any employee's employment with the Company may be terminated only for good cause, or only for conduct specified above, or only after progressive disciplinary action has been taken. Either the employee or the Company may terminate the employee's employment with the Company at any time and for any reason, with or without cause, and with or without notice. ....42

Types of Possible Disciplinary Action A verbal reprimand may be used for a minor first-time infraction. The employee will be told in detail why his or her action is not acceptable. All infractions, consultations, and follow-up action will be carefully documented and placed in the employee's file.....42

A written reprimand may be used when a verbal reprimand has brought no results or when the nature of the infraction is deemed by the Company to warrant a more severe form of discipline than a verbal warning but something less severe than a suspension or termination. The supervisor will be responsible for reviewing previous reprimands and explaining the nature of the infraction to the employee. The warning will include a statement that further infractions will be followed by "more severe disciplinary action up to and including termination of employment." After the supervisor has met with the employee and allowed the employee an opportunity to review the reprimand, both the employee and the supervisor will sign the written reprimand. The employee will be given a copy of the written reprimand, and a copy will be placed in the employee's personnel file. ....42

Suspension with or without pay may be imposed when all the facts are not known and immediate decisive action is required. Suspension without pay may be imposed whenever there is evidence that a serious infraction of Company policy or other improper conduct of a serious nature has occurred. ....43

Termination of employment may be imposed if the infraction is of such a serious nature that the Company determines, in its sole discretion, that progressive discipline is not appropriate or warranted, that the offense warrants immediate termination, or if other types of discipline have been imposed previously but have not solved the problem. ....43

Investigative Procedure When a supervisor becomes aware that an employee may have engaged in inappropriate conduct or behavior, the supervisor will obtain all relevant facts and supporting

documentation regarding the alleged offense, including statements from co-workers or others who witnessed the incident or who otherwise have personal knowledge or information regarding the matter. ....	43
The supervisor will contact the employee, inform the employee of the allegations that have been made, permit the employee to respond to the allegations, and allow the employee to respond to the allegations in writing. ....	43
After completing the investigation and compiling all available supporting documentation, the supervisor will determine the type of discipline, if any, to be imposed. ....	43
A supervisor has the authority to issue a verbal or written reprimand without further consultation or approval. ....	43
A suspension requires review and approval by the employee's department manager. ....	43
Termination requires review and approval by Company ownership. ....	43
Documentation and Delivery The supervisor will compile all information supporting the type of discipline to be administered or recommended. The information will be included in the employee's personnel record. ....	44
When an employee's employment with the Company is terminated, the employee shall be escorted out of the working area by a management representative for termination processing by the Company. A supervisor will pick up or otherwise obtain from the employee all Company materials that have been issued to the employee. ....	44
An employee whose employment has been terminated is prohibited from entering onto Company property thereafter without the express consent of the Company's office manager or a member of senior management.....	44
Review of Disciplinary Action An employee who receives a written reprimand from a supervisor shall be entitled, upon timely request, to meet with the employee's department manager to discuss the events giving rise to the written reprimand, and to review the appropriateness of such action. The decision of the department manager with respect to the appropriateness of the written reprimand shall be final.....	44
An employee who is suspended from work, with or without pay, shall be entitled, upon timely request, to meet with Company ownership to discuss the events giving rise to the suspension, and to review the appropriateness of such action. The decision of Company ownership with respect to the appropriateness of the suspension shall be final. ....	44
An employee whose employment with the Company is terminated shall be entitled, upon timely request, to meet with the Company's ownership to discuss the reasons for the termination, and to review the appropriateness of such action. The decision of Company ownership with respect to the appropriateness of the termination shall be final. ....	44
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Statement of Purpose The Company believes that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol and maintaining a high standard in the quality of services rendered and products produced by the Company, are important not only to the Company but also to its employees, clients and the general public. The abuse of drugs and alcohol creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on Company benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of the services rendered and products produced.....45

In order to maintain a quality work environment, free from drug abuse and alcohol abuse and their adverse effects on job performance, and to protect the health and safety of the Company's employees and clients, as well as the general public, the Company has established this drug and alcohol policy. ....45

Definitions.....45

- "Alcohol" means either ethyl alcohol or ethanol. ....45
- "Drugs" and/or "Controlled Substance" means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, or supplement to any of those compendia. This definition includes, without limitation, narcotics, hallucinogens, depressants, stimulants or other controlled substances, as defined by applicable federal, state or local laws or regulations, including "synthetic" or "designer" drugs. ....45
- "Drug Paraphernalia" means objects used to manufacture, compound, convert, produce, process, prepare, test and analyze, pack repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce a drug into the human body.....45
- "Illegal Drug" means a "Drug" or "Controlled Substance" that is illegal or unlawful for an individual to possess, use, sell or distribute under applicable law. The term "Illegal Drug" does not include a "Drug" or "Controlled Substance" that is in the possession of, or used by, an employee pursuant to, and in accordance with, a valid prescription or otherwise as permitted under applicable law. ....45
- "Prescription Medication" means a "Drug" or "Controlled Substance" that can be lawfully obtained only pursuant to a medical prescription issued by a medical doctor or other authorized health care provider. ....45
- "Sample" means a sample of urine, blood, breath, saliva, or hair provided by an employee in a quantity and in a manner sufficient to allow for drug or alcohol testing.45

Responsibilities of Employees Employees shall not manufacture, use, possess, distribute, dispense or sell alcohol, illegal drugs or controlled substances, or drug-related paraphernalia, or have alcohol or illegal drugs in their system while working or engaging in other activities on behalf of the Company; while present in buildings or other facilities owned or controlled by the Company or any of its subsidiaries or affiliated companies or any customer's facility or job site; while operating or riding in any Company vehicle; while traveling in a motor vehicle to or from a location where

Company business is to be, or has been, conducted; or while wearing a Company uniform, or while otherwise representing the Company. ....46

Employees also shall not misuse prescription medication or other medication, or take prescription drugs or other medication in a manner which may adversely affect their job performance or the safety of themselves or others. Employees involved in driving motor vehicles are required to inform their supervisor any time they are taking any prescription or over-the-counter drug which may, according to label warnings or physician instructions, impair the employees' ability to safely perform their assigned duties. If a supervisor believes that an employee is impaired, the supervisor can immediately release the employee from his or her responsibilities. ....46

Employees who violate any of the foregoing prohibitions shall be subject to disciplinary action, up to and including immediate termination of employment. ....46

Testing of Prospective Employees The Company shall have the right to test prospective employees for the presence of illegal drugs and alcohol, in accordance with the provisions of this policy, as a condition of hiring or employment. ....46

Individuals who have been offered a position with the Company will be required to submit to testing to detect the presence in the body of illegal drugs or alcohol, at a time and place as directed by the Company, before they are permitted to begin working for the Company. If such individuals test positive, or refuse to submit to such testing, the offer of employment shall be withdrawn, and they will not be permitted to reapply for a position with the Company. ....46

Prospective employees who are tested but who substitute or falsify any test sample shall be denied employment, and shall not be permitted to reapply for a position with the Company thereafter. ...46

Testing of Current Employees The Company also shall have the right to test its employees, including its management personnel, for the presence of drugs or alcohol, in accordance with the provisions of this policy. Such testing may be required as a condition of continued employment, and any employee who tests positive, who refuses to submit to such testing, or who substitutes or falsifies any test sample may be subjected to disciplinary action, up to and including immediate termination. The Company may test its employees for drugs or alcohol as part of one or more of the following types of testing: ....47

Reasonable Cause Testing Testing may be required where the Company has a reasonable belief or suspicion that the employee has used Illegal Drugs or Alcohol, engaged in misuse of Prescription Medication, or has Illegal Drugs or Alcohol in his or her system or possession, in violation of the terms of this policy. ....47

Reasonable belief or suspicion may be based on, among other things, observable indicators of use, possession or symptoms of illegal drugs or alcohol, such as slurred speech, unusual outbursts of temper, abrupt changes in attitude, attendance, or quality or output of work, the smell of alcohol or drugs, or other observable indicators, a pattern of abnormal conduct or erratic behavior, taking unreasonable risks or engaging in unsafe practices, information of a drug-related investigation, arrest or conviction, or of drug or alcohol use in violation of this policy, provided from a credible source, or evidence that the employee has tampered with a previous drug test....

If such testing is required by the Company based upon a reasonable belief or suspicion of drug or alcohol use or possession in violation of this policy, it shall be conducted as promptly as circumstances permit after the Company perceives that the employee has used illegal drugs or alcohol or engaged in controlled substance abuse, or has illegal drugs or alcohol in his or her system or possession, in violation of the terms of this policy. ....	47
Any time there is suspicion that an employee has used illegal drugs or alcohol or engaged in controlled substance abuse, or has drugs or alcohol in his or her system or possession, in violation of the terms of this policy, the Company, in its discretion, may require the employee to immediately discontinue performing work for the Company and submit to testing. The employee will remain on unpaid leave until the results of the testing have been received and such results establish that the employee is not in violation of the terms of this drug and alcohol policy. ....	47
Investigation of Accidents or Theft in the Workplace An employee will be required to submit to testing for the purpose of investigating work-related accidents or near-accidents (including accidents or near-accidents involving the operation of equipment or motor vehicles), or a violation of safety precautions or standards, whether or not an injury resulted from such accident or violation. ....	47
An employee also may be required to submit to testing for the purpose of investigating incidents of workplace theft or misconduct any time such an incident occurs. ....	47
If such testing is required by the Company in connection with the investigation of an accident, theft or other misconduct in the workplace, it shall be conducted as promptly as circumstances permit after the Company becomes aware of the accident or incident. ....	48
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Manner of Testing All sample collection and testing for Illegal Drugs and Alcohol pursuant to this policy shall be performed in accordance with scientifically accepted methods and procedures and applicable law. Prospective employees and employees must sign such forms as may be required by the Company and/or the testing administrator prior to testing, agreeing to and authorizing the testing, the release of the test results to the Company's medical personnel, and the disclosure of the results by the medical personnel to authorized employees of the Company. ....	48
All sample collection and testing for illegal drugs and alcohol pursuant to this policy shall be performed in accordance with the following conditions:.....	48
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Samples shall be collected and tested with due regard to the privacy of the employee being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples; .....	48
Sample collection shall be documented, and the documentation procedures shall include: .....	48
Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results; and .....	48

An opportunity for the employee or prospective employee to provide notification of any information which he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant medical information; .  
49

Sample collection, storage, and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration; and .....49

Sample testing shall conform to scientifically-accepted analytical methods and procedures.....49

Prospective employees and employees must sign such forms as may be required by the Company and/or the testing company prior to testing, agreeing to the testing, authorizing the release of the test results to the Company’s medical personnel, and authorizing the disclosure of the results by the medical personnel to authorized employees of the Company. ....49

Confirmation of Test Results In the case of a prospective employee who tests positive on the initial screening test, the prospective employee may, upon written request to the Company’s personnel director within five working days after receiving notice of the test result, have the test result confirmed. ....49

In the case of an employee who tests positive on the initial screening test, the Company shall have those test results confirmed. ....49

Confirmation of a drug-positive screening test shall be by a gas chromatography-mass spectroscopy test method and confirmation of an alcohol-positive screening test shall be by a gas chromatography test method, although the Company reserves the right to have confirmation testing done by any other reliable testing method designated by it. ....49

Time and Cost of Testing The costs associated with the testing of an employee or a prospective employee shall be paid by the Company. ....49

Any drug or alcohol testing by the Company of an employee shall occur during or immediately after the employee’s regular work period and shall be deemed work time for purposes of compensation and benefits. The Company shall pay all costs associated with any testing of an employee for illegal drugs or alcohol required by the Company, including the cost of the initial screening test and any confirmation test. ....49

Positive Test Determination The drug and alcohol testing shall be deemed “positive” if the amount of illegal drugs or alcohol present in the body is at or exceeds specified levels, or if it is determined that the employee has submitted a sample which, when submitted, had been tampered with, altered, contaminated or adulterated in any way, or if it is determined that the sample submitted is not that of the person being tested.....49

Confidentiality of Information All information, interviews, reports, statements, memoranda, or test results received by the Company in connection with its drug and alcohol testing program shall be kept in confidence by the Company. Such information shall be imparted only to those individuals who have a legitimate need to review such information, or as is otherwise required by applicable law or regulation. Inspections to Administer and Enforce Policy To promote a safe, productive and efficient workplace, the Company reserves the right to inspect employees, as well as any articles

and property in their possession. The Company also reserves the right to inspect lockers, desks, boxes, company vehicles, employee vehicles on company property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto company property that might conceal alcohol, illegal drugs, and/or other inappropriate materials. Notice The drug and alcohol testing policy shall be distributed in writing to all employees and made available for review by all applicants for employment. The Company's Right to Amend Policy The Company reserves the right to amend or revise this drug and alcohol policy at any time, as it deems appropriate.....50

No Obligation to Rehire No provision herein is intended, or shall be construed, as (1) requiring the Company to hire any prospective employee or rehire any former employee because the prospective employee or former employee has completed a drug or alcohol rehabilitation program or otherwise demonstrates that he or she is able to comply with the Company's Drug and Alcohol Policy and/or is in compliance with the Company's Drug and Alcohol Policy, or (2) modifying the Company's at-will employment policy with respect to its relationship with any employee.....50

Eligibility for Rehire after Violating Drug and Alcohol Policy If an employee is discharged (or resigns in lieu of discharge) for violating the Company's Drug and Alcohol Policy, he or she shall not be eligible to reapply for employment with the Company, or be re-employed by the Company, unless and until the employee is able to demonstrate, to the satisfaction of the Company, in its sole discretion, that he or she has successfully completed a drug or alcohol rehabilitation program, is able to comply with the Company's Drug and Alcohol Policy, and/or is in compliance with the Company's Drug and Alcohol Policy.....50

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# **WELCOME TO THE COMPANY**

## **WELCOME MESSAGE**

You have joined TABA Collective (“TABA Collective” or the “Company”), a company that has established an outstanding reputation for quality performance and superior customer service. We believe each employee contributes directly to our Company's growth and success, and we hope you will take pride in being a member of our organization. We are pleased to provide you with this employee handbook, which is intended to help you become acquainted with our Company. It has been designed to outline TABA Collective's philosophies, beliefs and describes, in general terms, some of the policies, programs, and benefits available to eligible employees. We hope it will serve as a helpful reference document throughout your employment.

The management team at TABA Collective has developed all policies and procedures in this handbook, and they reserve the right to modify, amend, or eliminate any of these policies, procedures, or practices at any time without prior notification to employees. To obtain information regarding specific employment policies or procedures, whether or not they are covered or referred to in this handbook, please contact your Manager, Supervisor or Human Resources. They are always ready to help in any way possible and explain the guidelines and expectations described in this handbook in greater detail.

We look forward to building a long and mutually rewarding working relationship with you. We believe you will find working for our Company to be rewarding and enjoyable. Once again, we welcome you as a member of our winning team!

## **DISCLAIMER**

The contents of this handbook and all employment policies and practices manuals are presented for informational purposes only. None of the policies outlined in this handbook are designed to create or imply any employment contract. They should not be understood as a promise or contract between the Company and its employees. Any separately signed employment contract will take precedent over this employee handbook. The employment relationship between you and TABA Collective is entered into voluntarily by both parties; at no time is there any express or implied agreement between us regarding specific conditions and/or length of employment. You or the Company may terminate your employment "at will," with or without cause and without prior notice being given. This at-will policy always is in effect unless modified explicitly by a formal written contract signed by both the employee and a senior officer of TABA Collective, evidencing the Company's intent to modify the at-will relationship between you and the Company.

TABA Collective (Company) provides labor, property management, accounting, and management services for various companies. TABA Collective is the Company through which we offer employment and thus will be the only Company referred to in this employee handbook.

## **OUR MISSION, VISION, AND VALUES**

## **Our Vision**

*To transform lives through intentional and authentic connections that inspire faith, love, and lasting impact.*

This vision guides everything we do—from how we lead, to how we serve our clients, to how we show up for one another every day. It's a reminder that we are not just building businesses—we're building people, communities, and a legacy.

## **Our Mission**

*Our mission is to serve with unwavering integrity and compassion, fostering collective high growth and empowerment where individuals thrive. We create meaningful opportunities that positively impact lives and communities, while striving to be a force for good.*

Whether we're helping someone achieve a personal milestone, developing a property, or healing a body, our mission ensures that our work is always anchored in purpose and driven by people.

## **Our Core Values**

We live and work by values that form the foundation of our culture and decision-making:

- **Faith** – We believe in a higher purpose and allow our faith to guide how we lead, serve, and grow.
- **Family** – We honor the importance of family and relationships, knowing that true success begins at home.
- **Love** – We lead with love, compassion, and kindness—fostering a culture of care in everything we do.
- **Growth** – We commit to constant learning, development, and expansion, both personally and professionally.
- **Integrity & Candor** – We believe in honest communication and doing the right thing—even when it's hard.
- **Culture** – We intentionally build environments where people feel supported, seen, and empowered to thrive.

These values aren't just words on a paper—they are lived out daily in how we treat each other, how we serve our clients, and how we rise together.

**TABA** stands for **Together Authentically Building with Abundance**, and it represents the spirit of our collective.

- **Together** – We succeed through collaboration, support, and shared purpose.
- **Authentically** – We show up as our true selves, embracing transparency, vulnerability, and honesty.
- **Building** – We are creators, visionaries, and doers—constantly building lives, communities, opportunities, and dreams.
- **Abundance** – We believe there is enough good, growth, and opportunity for everyone. We operate with a mindset of generosity, gratitude, and legacy.

**TABA** is more than an acronym—it's a movement. It's how we lead. It's how we grow. It's how we build a better future together.

#### **Disclaimer: Human Resources (HR) Department**

References to a Human Resources (HR) Department within this handbook are for informational purposes only. At this time, the **Company does not have a dedicated HR Department**. Any matters typically handled by HR should instead be directed to the appropriate **Manager, Supervisor or Company Ownership**.

Should an HR Department be established in the future, employees will receive formal notification along with updated contact information and procedures.

For any questions or concerns regarding company policies, employment matters, or other HR-related topics, please consult your **Manager, Supervisor or Company Ownership**.

#### **Health Insurance & 401(k) Benefits – Disclaimer**

While this handbook may reference health insurance, a 401(k) plan, or other similar benefits, please note that these benefits are **not currently offered** by [TABA Enterprises, LLC, dba TABA Collective] at this time. Any mention of such benefits is **for informational purposes only** and does not constitute an active offering or entitlement.

Should [TABA Enterprises, LLC, dba TABA Collective] decide to provide these benefits in the future, a formal announcement will be made, and employees will receive updated information regarding eligibility, enrollment, and plan details.

For any questions regarding current benefits, please contact **Manager, Supervisor or Company Ownership**.

#### **EQUAL EMPLOYMENT OPPORTUNITY**

We are committed to hiring qualified people to perform our varied tasks. Therefore, the Company policy is to provide equal opportunity to all individuals seeking employment regardless of race, color, religion, age, sex, national origin, sexual preference, gender identity, pregnancy, childbirth, or pregnancy-related conditions, disability, veteran status or service in the military, or any other legally protected category, or the fact that a person is associated with someone who belongs to any category listed above. A “qualified” employee or applicant for employment is a person who possesses the education, training, experience, skills, abilities, integrity, disposition to work, reliability, willingness to comply with reasonable rules and regulations, and other job-related qualifications required by the Company for the particular position in question. This policy applies to all terms and conditions of employment, including hiring, placement, training, promotion, transfer, layoff, compensation, discipline and termination. Management and Human Resources are responsible for ensuring that our policies are administered in a non-discriminatory manner. However, it is essential to remember that we all share equally in accomplishing this critical objective.



## **POLICY PROHIBITING DISCRIMINATION, HARASSMENT OR RETALIATION**

**In General** The Company is firmly committed to providing a work environment where all individuals are treated with respect and dignity. Everyone has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices. As such, we expect that all interaction between employees and others in the work place will be business-like and free of bias, prejudice, and harassment. Harassment of employees because of their race, color, age, religion, gender, sexual preference, gender identity, pregnancy, childbearing, or pregnancy-related conditions, disability, veteran status or military service, or any other category protected by law violates TABA Collective policy and will not be tolerated.

**Application** This policy applies to all applicants and employees, and prohibits harassment, discrimination, and retaliation by fellow employees, supervisors, and managers, and third-parties doing business with the Company, including outside vendors, consultants, and customers. Prohibited conduct is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings, and/or business-related events. This policy also prohibits posting or publishing comments on social networking sites directed to or about Company employees, vendors, consultants and customers that could be construed as harassing, discriminatory, or retaliatory.

**Not a Policy to Exclude** This policy should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected category, from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and Company policy prohibit disparate treatment on the basis of sex or any other protected category with regard to terms, conditions, privileges, and prerequisites of employment. The prohibitions against harassment, discrimination, and retaliation are intended to complement and further these policies, not to form the basis of an exception to them.

**Discrimination Prohibited** Discrimination against any qualified person in connection with his or her hiring, promotion, compensation, training, transfer, discipline, demotion, termination, or other employment activity based on any category protected by state or federal law is strictly prohibited. This includes discrimination on the basis of race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran status or service in the military, or any other category protected by applicable law, or the fact that a person is associated with someone who belongs to any such category.

**Harassment Prohibited** The Company prohibits employees from engaging in any kind of harassment, including harassment based on race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran status or service in the military, or any other category protected by applicable state or federal law. Harassment of any form, including written, verbal, physical, or visual harassment, of co-workers, customers, consultants, vendors, or other third parties by an

employee will not be tolerated by the Company. The prohibition against harassment applies to supervisory and non-supervisory employees.

**Sexual Harassment** Sexual harassment involves the conditioning of employment opportunities or benefits on acceptance of or acquiescence to sexual advances or the creation of a hostile or offensive work environment through the use of unwelcome, objectionable, or derogatory sexually-oriented, sexually-explicit, or sexually-suggestive comments or conduct.

Sexual harassment may involve a range of subtle and not so subtle conduct including, but not limited to, unwanted sexual advances or requests for sexual favors; sexually oriented, explicit, or suggestive jokes, innuendo, pranks, comments (including comments about an individual's body, sexual prowess, or sexual deficiencies), sounds, flirtations, advances, propositions, gestures, touching, hugging, leering, or catcalls; display or circulation in the workplace (including through e-mail) of pornography or other sexually explicit or suggestive objects, signs, photographs, pictures, or other materials; and other offensive, unwelcome or abusive written, verbal, physical, or visual conduct of a sexual nature. Sexual harassment may involve individuals of the same or different gender.

**Harassment Based on other Protected Categories** Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment includes any written, verbal, physical or visual comments or conduct that denigrates or shows hostility or aversion toward an individual because of the individual's race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran status or service in the military, or any other characteristic protected by law or because an individual has family members, friends, or associates belonging to any class protected by law and that (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Examples of harassment may include, but are not limited to, epithets, slurs, negative stereotyping, threats, intimidating or hostile acts, denigrating jokes, or the display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

**Retaliation Prohibited** Retaliation against any individual, on or off the job, who reports discrimination or harassment, participates in an investigation of such reports, or engages in other protected activity is prohibited. Any employee who retaliates against an individual for engaging in protected activity will be subject to disciplinary action, up to and including immediate termination of employment.

**Reporting Harassment, Discrimination, or Retaliation** The Company strongly urges the reporting of all incidents of harassment, discrimination, or retaliation, regardless of the offender's identity,

title, or position. Employees who have experienced or witnessed behavior or conduct that they believe violates the Company's policy prohibiting harassment, discrimination, or retaliation should report the incident or incidents and the names of the individuals involved to their immediate supervisor, the Human Resource Department, or any Company officer. Employees are not required to report such incident or incidents to their immediate supervisor first before bringing the matter to the attention of the Human Resource Department or a Company officer.

The availability of this reporting procedure does not preclude individuals who are being subjected to harassment from promptly advising the offender that the behavior is unwelcome and requesting that it be discontinued immediately. Individuals are not required to confront the offenders if they are uncomfortable doing so.

**Investigation** Any reports of alleged harassment, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge or information. Confidentiality will be maintained throughout the investigatory process to the extent possible.

**Responsive Action** Misconduct constituting discrimination, harassment, or retaliation will be dealt with promptly and appropriately. Responsive action may include training, referral to counseling, monitoring of the offender and/or disciplinary action such as giving a verbal or written warning or reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay, or termination, as the Company believes appropriate under the circumstances in its sole discretion.

## **AMERICANS WITH DISABILITIES ACT AND REASONABLE ACCOMMODATIONS**

TABA Collective is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA") and other applicable state disabilities laws. The ADA prohibits discrimination against an employee with a disability or perceived disability. It also requires an employer to provide reasonable accommodations for individuals with a disability, unless accommodation would cause undue hardship to the company. A reasonable accommodation is any change in the work environment or in the way a job is performed that enables a person with a disability to perform the essential functions of the job. The ADA does not require the Company to reallocate essential functions, lower production standards of an employee's job, provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.), or provide the specific accommodation requested by the employee if another reasonable accommodation will meet the needs of the employee and the Company.

An applicant or employee with a disability who believes that a reasonable accommodation is needed to perform the essential functions of the job should notify the HR Department to request the accommodation. A request for accommodation does not need to be given in writing, but the Company may ask that a verbal request also be submitted in writing. The Company may ask for documentation supporting the existence of a disability and the need for accommodation if the disability is not obvious. If

the employee fails to provide reasonable documentation of a disability that is not obvious, the employee may not be given the requested accommodation.

The Company will respond promptly to an accommodation request by engaging in an interactive process to determine what accommodations, if any, would be effective and reasonable. Requests for accommodation will be evaluated on a case-by-case basis, and requesting an accommodation does not guarantee a change will be made.

## **POLICIES AND PROCEDURES**

This section of your handbook will introduce you to some of the Company's guidelines and policies, all designed to protect your rights and explain our practices as we work together to accomplish our mutual goals. Our respect for fellow employees, our actions while at work, and how we use Company property and equipment are discussed in this section, as well as essential safety issues, travel, and other work-related policies. Becoming familiar with all these guidelines will minimize the likelihood of any misunderstandings arising in the course of your daily employment, either now or in the future. Take a moment to read through a brief description of each policy as it appears below.

## **EMPLOYEE RESPONSIBILITIES**

You are an employee of TABA Collective by choice -- yours and ours. By choice and actions, we each have a responsibility to ensure the smooth and successful operation of our business daily. One of the ways we meet that responsibility is to establish and observe Company rules designed to help us continue to operate at maximum efficiency.

Work rules are meant to protect the rights of each of us. Accordingly, in this section of the employee handbook, you will find some general rules that relate to the type of conduct and behavior we expect from our employees. We will also provide vital information to enable you to perform your job more efficiently.

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## **DRESS AND GROOMING STANDARDS**

As representatives of TABA Collective and its affiliated brands, all employees are expected to maintain a clean, professional appearance appropriate for a client-facing, real estate and hospitality environment.

### **Expectations:**

- Clothing should be neat, clean, modest, and appropriate to your work setting (business casual to business professional for real estate and front desk/event roles).
- Employees should avoid attire that is overly casual (e.g., flip-flops, graphic tees, ripped jeans, athletic wear) unless authorized for specific roles or events.
- Grooming should reflect personal hygiene and professionalism. Hair, facial hair, and nails should be clean and well-maintained.

- Scented products (e.g., perfumes or colognes) should be used minimally out of respect for sensitivities or allergies.
- Branded attire (if provided) is encouraged at events or in front-facing roles.
- Employees representing the company at community or client events must adhere to higher standards of presentation in alignment with the company's professional image.

We recognize and respect diversity in cultural or religious attire and grooming. Reasonable accommodations will be made upon request unless doing so presents an undue hardship or safety concern.

Employees uncertain about acceptable attire should consult their supervisor. The Company reserves the right to send any employee home to change if their attire is deemed inappropriate for the work environment.

## **HYBRID OR WORK FROM HOME**

While TABA Collective is primarily an in-person organization, remote or hybrid work may be granted on a case-by-case basis with prior written approval from management.

Of course, no employee handbook can anticipate every situation that might arise during your employment at our Company. This section discusses some of the more common rules of conduct as they apply to our employees. Any actions contrary to good behavior will be dealt with as they occur. Cooperation and common sense should guide all of us in our daily interactions at work and will go far in maintaining pleasant working conditions for everyone. After reviewing this handbook, if you still have questions about your responsibilities to the Company or your co-workers, please feel free to discuss them with your supervisor or a member of Human Resources.

## **HIRING**

**Employment Applications** Each applicant for employment with the Company must complete an employment application on the form provided by the Company and provide such other information as may be required by the Company. The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other information provided throughout the hiring process and employment. Any misrepresentation, falsification, or material omission in the employment application or in any other information provided to the Company may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, the termination of the employee's employment.

**Background Checks** All offers of employment are contingent upon favorable results of a thorough background check. Background checks will include prior employment verification, professional references, educational verification, and criminal history. Motor vehicle records,

credit history, and other information may also be verified depending on the position. The Company complies with federal laws, including the Fair Credit Reporting Act and the Fair Debt Collection Practices Act, as well as applicable state laws, that apply to background checks. Applicants for employment and employees, upon request, shall be required to provide written consent to the background check and such other information as is reasonably required to conduct the background check.

#### **Requirements for New Employees after an Offer of Employment is Made**

**Driving Record** Before an employee may work in a driver position, and at least once a year thereafter, the Company must receive a copy of the employee's current driving record from the state driver license division. To be eligible to work in a driver position, an employee must not have any of the following: (a) a conviction or guilty plea for DUI or any other alcohol-related offense that occurs within the last six years or that appears on the employee's driving record; or (b) more than one (1) moving violation, or license suspension, on the employee's driving record.

**Physical Examination** Employees employed in a driver position may be required to pass a job-related DOT physical examination as a condition of such employment.

**Drug Test** All new employees who are offered employment by the Company must "may be required to submit to, and successfully pass, a drug screening test before they may begin working for the Company and periodically throughout employment, without notice. The cost of the drug screening test shall be paid by the Company.

**Miscellaneous Forms** New employees will be required to fill out and sign a W-4 tax form, insurance forms, and such other forms as may be required by the Company.

**Orientation** New employees will attend the new employee orientation program.

**Compliance with Immigration Law** The Company complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. New hires must complete and sign the Employment Eligibility Verification Form (Form I-9) and supply the Company with proper documentation verifying their right to work in the United States. Employees will have their employment verified using the E-Verify system as a condition of employment. Former employees who are rehired must also complete the I-9 form if they have not completed an I-9 form with the Company during the past three years or if their previous I-9 form cannot be located or is no longer valid. Any offer of employment or advancement is contingent upon verification of the employee's right to work in the United States. An employment offer will be revoked if an employee is unable to provide this verification.

**Applicant's References** Information obtained by the Company from an applicant's references is considered confidential. An applicant will not be informed as to which references were

contacted or what information was received by the Company, regardless of whether the applicant is hired by the Company.

**Requests for References or Information about Employees** All inquiries for information regarding the employment status of a current or former employee, or a request for an employment reference for a former or current employee, must be referred to the Human Resources Department. Only the Company's Human Resources Department is authorized to respond to inquiries about current or former employees. If an employee is asked to give a reference about a current or former employee, the employee should politely refer the person making the inquiry to the Human Resources Department and advise the person that Company policy does not permit the employee to provide references or other information regarding an employee or former employee. Pursuant to Company policy, the Human Resources Department will provide only the dates of employment and positions held when a reference is sought. The Human Resources Department also will confirm an employee's salary with the employee's written consent. All other outside inquiries regarding Company employees or former employees, including subpoenas and requests from credit agencies, must be referred to the Human Resources Department immediately.

## **PERSONNEL POLICIES**

**Employee Files and Records** Separate personnel, medical and payroll files will be maintained for each employee. The Human Resources Department will be the custodian of an employee's personnel file. The Human Resources Department will have custody and control of an employee's medical files. The Payroll Department will answer questions regarding individual payroll records.

Employee files are confidential and are the property of the Company. They are maintained by the Human Resources Department. Access to an employee's personnel file is limited to employees in the Human Resources Department, the employee's supervisor and managers, authorized accounting department employees, other management personnel who have a legitimate need for the information in those files, and the employee.

Subject to the provisions below and other applicable law, (a) while employed by the Company, employees may inspect the contents of their personnel file, in the presence of a representative of the Human Resources Department, upon request to the Human Resources Department; (b) employees shall be entitled to a copy of any documents in their personnel file that have been signed by the employee; and (c) individuals who no longer are employed by the Company shall not be entitled to review their personnel file or obtain copies of any documents or records in their personnel file.

It is important that employees keep the Company informed of any changes in important information. The Company requires the current address and phone number of its employees. Employees must report a change of name, address, phone number, or other contact

information to the Human Resources Department, as well as any change in their marital status, the addition of dependents, or if a dependent ceases to be a dependent, changes in the number of exemptions claimed for income tax withholding purposes, and to add or delete family members to or from the Company's health insurance plan. Notice of these changes must be in writing. An email message will constitute adequate written notice. Employees will be required to complete and sign all forms needed to effectuate such changes.

Any change in an employee's position, rate of pay, or employment status shall be documented in writing and a copy of such documentation shall be delivered to Human Resources and the payroll clerk.

**Open Door Policy** At times an employee may need advice when unusual situations or problems develop. The Company advocates an open-door policy about these matters to make it as easy as possible for an employee to talk over a problem. An employee who has a problem or concern relating to his or her employment normally should discuss it with the employee's immediate supervisor but if an employee does not feel comfortable discussing the problem or concern with the immediate supervisor, the employee may contact the Human Resources Department or a Company officer.

TABA Collective encourages employees to report concerns about unethical behavior, financial misconduct, or violations of law. All reports will be kept confidential to the extent possible and no retaliation will be tolerated for good-faith reports.

## **PROTECTING THE COMPANY'S BUSINESS INTERESTS**

**Ethics** Employees are expected to maintain high standards of conduct, including honesty, integrity, and adherence to ethical business standards, while at work and when representing the Company outside of the workplace.

**Reporting Unethical Behavior** If an employee is unable to stop suspected illegal, unethical or other inappropriate conduct or discovers it after it has occurred, the employee has a duty to report the matter to or seek guidance from a supervisor, the Human Resources Department, or a member of management.

**Confidentiality of Company Information** You may have access to or be entrusted with confidential records and sensitive information concerning the Company, its customers, or your fellow employees during your employment. Maintaining confidentiality is essential not only to the Company's competitive position in our industry but also to protect the privacy of certain individuals. You must use confidential information only as it relates to your job responsibilities, ensuring that you safeguard it when in use, file it properly, and discuss it only with those who have a legitimate need to know. Protecting confidential business information and trade secrets is vital to the interests and success of the Company. Confidential information, for purposes of this handbook, is defined as, but is not limited to: all trade secrets and all other information of a business, financial, marketing, technical or other nature relating to the Company including,



without limitation, any current or prospective customer or vendor list, names or contact information, employee files, records and information, payroll records, financial information, projections, pricing policies, billing information, budgets, business plans, marketing plans, business opportunities, sales information, know how, operational methods and information, methods of doing business, technical processes, computer software, passwords and security codes, and other confidential and/or proprietary information, including any information of others that the Company has agreed to keep confidential; provided, that Confidential Information shall not include any information that has entered the public domain through no violation of law or breach of a contractual duty.

All employees are required to sign a Confidentiality Agreement upon hire. The Confidentiality Agreement details more specifically the obligations regarding confidentiality that are required of employees during and after their employment with us and further explains the types of information that they may not disclose or use, as well as the length of time these conditions remain in effect after termination of employment. Employees are required to read the Confidentiality Agreement carefully and comply with its terms and conditions. Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment and/or legal action. The Company's values of integrity, responsibility, and mutual respect must guide all our daily business activities. Employees must exercise sound judgment, common sense, and integrity in all their business dealings and relationships. See Non-Disclosure Clause in this document.

**Duty of Loyalty and Conflicts of Interest** The Company expects its employees to devote their best efforts to the interests of the Company. Employees must avoid any personal activity, investment, or association that could appear to create a conflict between the interests of the Company and the employees. If an employee wonders whether an action or proposed course of conduct would create a conflict of interest, the employee should immediately contact the Human Resources Department to obtain guidance on the issue.

While employed by the Company, employees have a duty to give loyal and conscientious service to the Company and to act at all times in accordance with the Company's best interests. The Company's employees are prohibited from engaging in any conduct or activities which may interfere with or be prejudicial to the interests of the Company.

Conflicts of interest may arise in the course of engaging in business dealings on behalf of the Company with family members or friends. Preferential treatment by an employee towards customers or others who have a personal relationship with the employee may not be in the Company's best interest and may not be given unless first disclosed to and authorized by the employee's supervisor and Human Resources. Examples of this include, but are not limited to:

- Accepting improper gratuities or gifts from other companies or individuals who do business with our Company or seek to do business with it to influence business decisions.

- Rendering services to competitors.
- Using or permitting others to use Company documents, equipment, confidential information, or trade secrets. Benefiting personally from any purchases or sales by our Company outside the Company's knowledge.

Employees are prohibited from using Company resources and work time for promoting or conducting personal business or other activities not related to the Company's business operations.

Employees must promptly disclose actual or potential conflicts of interest to their supervisor and Human Resources. Approval for an employee to engage in the conduct giving rise to the actual or potential conflict of interest will not be given unless the conduct will not interfere with the employee's duties and will not damage the Company's reputation or business.

**Outside Employment** While we discourage our full-time employees from seeking employment or consulting outside of the Company, we realize that we cannot prevent them from working a second job if it does not result in a conflict of interest. Outside employment that constitutes a conflict of interest is prohibited in all cases. This means that an employee may not accept a position or consulting contract with another company in direct competition with ours, nor can they furnish any services or products to others that compete with the services or products that the Company provides.

Employees may hold non-conflicting outside jobs if they continue to meet the performance standards of their employment with us. All employees will be judged by the same performance standards regardless of any outside work that they have. However, if the Company determines an employee's outside work interferes with the employee's performance or ability to meet job requirements at our organization, the employee may be asked to terminate the outside employment. Under no circumstances will the employee be permitted to use Company computers, software, tools, equipment or other Company property or assets for outside employment.

**Intellectual Property and Work Product Ownership** In the course of your employment with the Company, you may help develop services, products, materials, know-how and other intellectual property related to the Company's business. The Company exclusively owns all intellectual property rights, including all patent, copyright, trademark and trade secret rights, to any work developed by you during the course of your employment with the Company. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for the Company, regardless of whether the intellectual property is actually used by the Company. You must not disclose any of the Company's Confidential Information, which includes the Company's intellectual property, during or after your employment with the Company.

## **EMPLOYMENT AND SUPERVISION OF RELATIVES AND ROMANTIC RELATIONSHIPS**

TABA Collective strives to provide a work environment that is collegial, respectful, and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, to prevent conflicts and maintain a productive and friendly work environment.

The Company reserves the right to take prompt action, in its sole discretion, if an actual or potential conflict of interest arises concerning individuals who are related or engage in a personal relationship that may affect the terms and conditions of employment. Without limiting the generality of the foregoing, TABA Collective may separate or transfer employees by reassignment or terminate one or both from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the relationship to their manager or Human Resources.

## **COMPANY PROPERTY**

To promote an efficient and productive work environment, the Company supplies its employees with a variety of items with which to perform their job responsibilities. For instance, employees may be provided with computers, phones, voice mail, e-mail, internet access, desks, file cabinets, and other equipment and tools necessary to perform their work requirements properly. However, these items are Company property and are only furnished for job-related purposes. Employees should use these items only for work-related purposes and not for personal reasons.

Employees should also use due care whenever using Company property. Any misuse or abuse of Company property may result in disciplinary action.

The Company reserves the right to access and inspect, with or without prior notice given to an employee, all Company property, including desks, offices, and filing cabinets, at any time. The Electronic Communications Policy section also describes a similar right to inspect or monitor communications-related equipment. We remind employees that any personal items or information they do not want to be subject to disclosure under our policy should be left at home and not brought onto Company premises.

Employees are expected to exercise care in using Company property and use such property for authorized purposes only. Negligence in the maintenance or use of Company property, unauthorized removal of Company property from Company premises or worksites, or conversion of Company property to personal use may result in disciplinary action. Company property issued to an employee must be returned directly to the employee's supervisor when employment is terminated whether by the company or employee or earlier if management requests its return. Under appropriate circumstances, an employee may be liable for the cost of damaged or unreturned property. The Company is not responsible or liable for your personal property. You must take care to secure and safeguard any personal items on Company premises against the possibility of theft, loss, or damage.

## **USE OF THE COMPANY'S TECHNOLOGY-BASED EQUIPMENT AND SERVICES**

**Purpose** Access to the Company's desktop computers, laptops, printers, software, network applications, modems, Internet, e-mail, telephones, cell phones, pagers, copiers, fax machines, handhelds, PDAs, and other technology-based equipment and services has been provided to certain authorized employees to allow them to use such equipment and services for the benefit of the Company. All such equipment and other items constitute Company property. These items are expensive and in some cases are difficult to replace, and employees are expected to exercise care in the use of such items. The improper, careless, negligent, destructive, or unsafe use or operation of Company equipment or other property by an employee may result in disciplinary action, up to and including immediate termination of employment. Employees are required to use these resources in a professional and appropriate manner and in a manner consistent with their duties and responsibilities with the Company, and to assist the Company with its business needs and goals.

**Prohibited Uses and Activities** Employees shall not send, transmit or otherwise disseminate nonpublic data or other confidential information of the Company to an unauthorized person or entity or in an unauthorized manner.

Employees shall not view, send, read, download, access via the Internet or store fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, immoral, offensive, intimidating, defamatory or other unlawful or inappropriate material, or any messages with any derogatory or inflammatory remarks or pictures about the race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran status or service in the military, or any other category protected by applicable law, or the fact that a person is associated with someone who belongs to any category listed above.

Employees shall not use the network for any purpose which violates federal, state, or local laws.

Employees also may not use the system in any way that may damage or impair the network.

The foregoing activities are prohibited insofar as they occur on Company premises, occur on or via the Company's computers or communication resources, occur during work time or involve communications or displays to, from or in the presence of co-workers, customers, or the public.

**Inspection and Monitoring** Voice mail, e-mail, computers, computer networks, computer files, software programs, and all communications created on, received by, stored on or transmitted through those systems are the sole and exclusive property of the Company. Records, data, files, software, and all electronic communications contained in these systems likewise are the property of the Company. These systems and their contents are subject to inspection, examination and/or monitoring by authorized Company personnel at any time and without notice to the employees who use these systems or who created or received the information contained in the systems. Employees have no reasonable expectation of privacy with respect to any communication or materials created on, received by, stored on, or transmitted through those systems.

Notwithstanding the Company's right to read and retrieve any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval from the IT Manager. Employees should not attempt to gain access to another employee's messages without the other employee's permission.

**Hardware and Software** Employees shall not modify, reconfigure, or upgrade any Company desktop computer, laptop computer, server, printer, network device, modem, fax machine, or copy machine. All necessary repairs or upgrades will be completed by the Company's IT Manager or another authorized company technician or outside technician.

Company systems and equipment should not be used for personal reasons and should remain on Company property at all times unless specific authorization is received.

All software installed on Company computers or network shall be properly licensed and maintained. Employees shall not use, copy or distribute copies of unlicensed software.

Employees shall not install software onto any Company computers or equipment, including their individual computers or the Company's network. All software installations, even free software from the Internet, must be approved and installed by the Company's IT Manager. Any unlicensed software or personal software may be deleted by the Company without notice to the employee.

**Passwords** Passwords are intended to prevent unauthorized access to e-mail, computer files or voice mail. The Company reserves the right to allow authorized Company personnel to access messages and files on the Company's systems at any time.

Employees may not use a user name or password other than his or her own.

**No Personal Use of Technology Resources** Employees shall not use Company computers or other technology resources for personal business or personal matters.

Email addresses issued by the Company are for Company-related use. It is not intended for employees to use Company-issued email addresses for communication with friends, family, Internet businesses, or other personal use.

Employees are prohibited from downloading, transferring or saving any of the Company's Confidential Information onto a personal computer, tablet, cellphone, or storage device, or from sending such Confidential Information to a personal email account.

## **SOCIAL MEDIA POLICY**

At TABA Collective, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers worldwide. However, using social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for the appropriate use of social media. This policy applies to all employees who work for TABA Collective or any of its subsidiary companies in the United States.

**Statement of Purpose** The Company encourages the development of business and professional relationships through social networks and other online activities and recognizes that its employees also develop personal relationships through the use of social media. The Company respects the legal rights of its employees with respect to social media; in general, the use by employees of social media on their personal time and for personal reasons is their personal business. Employees should be aware, however, that their use of social media can pose legal risks to the Company, its employees, clients and vendors. Social networking and online activities can also jeopardize the Company's reputation and goodwill and the Company's compliance with applicable rules and laws if used inappropriately. Social media activities at work that interfere with an employee's job performance, the job performance of other employees, or the Company's business interests or that otherwise violate this policy are prohibited.

**Scope** This policy governs all Company-related online and internet activities, including but not limited to blogs, Facebook, Twitter, Instagram, and LinkedIn (hereinafter "social media").

Social media is considered Company-related if a post or other activity: (1) is created using a Company-owned computer or network; (2) contains the Company's name, address, contact information, or logo; (3) contains a Company email suffix or is linked to a Company email address; (4) contains a link to the Company's website; (5) contains pictures or images of persons identified as working for the Company or at Company functions; (6) references the Company; or (7) makes comments about the Company or its officers, directors or employees.

In the event that any part of this policy is determined to be contrary to applicable state or federal law, the policy shall be deemed amended to the extent necessary for it to comply fully with applicable law.

**Personal Use of Social Media at Work or with Work Equipment** All contents of the Company's computers, networks, communications systems, and other IT resources are Company property. Employees have no expectation of privacy in any message, file data, conversation, comment, post or other social media activity transmitted to, or received or printed from Company computers, networks, systems, or other resources.

The Company reserves the right to monitor, intercept, and review each employee's activities using the Company's IT resources and Communications Systems, including but not limited to social media activities, without notice to the employee and without the employee's consent. This may include the monitoring, intercepting, accessing, recording, disclosing, inspecting, reviewing, retrieving and printing of transactions, messages, communications, postings, logins, recordings, and other uses of the systems as well as keystroke capturing and other network monitoring technologies. Employees should not use Company IT resources and communications systems for any matter that they desire to be kept private or confidential.

**Guidelines for Responsible Use of Company-Related Social Media** Employees should comply with the guidelines listed in this section when using social media. When in doubt about an activity, employees should ask the Human Resources Department for guidance before engaging in that activity.

Employees must respect copyright, trademark and other intellectual property rights while using social media.

Employees should not make comments or statements that harass other employees based on their race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran's status or service in the military, or any other protected classification, or otherwise demean or disparage such individuals or entities.

Employees must also respect the privacy of their co-workers and should not share or post confidential information about their co-workers.

Employees should not make comments or statements that harass Company clients or suppliers or their employees or customers on the basis of their race, color, national origin, religion, gender, gender identity, sexual orientation, age, disability, pregnancy, childbirth, or pregnancy-related conditions, veteran status or service in the military, or any other category protected by applicable law, or otherwise demean or disparage any such individual or entity.

Employees should not use ethnic slurs, sexist comments, personal insults, or obscenity, or make statements that are false or malicious while using social media.

The Company logo may not be used without the permission of the Company.

Employees should protect the contact information of co-workers, clients, and vendors. Employees should not share such contact information online without permission.

Employees should avoid deceptive behavior and misrepresentations online. This includes engaging in online activity, such as communicating electronically or creating websites or accounts, while employing a misleading alias or suggesting the employee is someone else.

Employees must, at all times, obey the law and the terms of the website on which they are posting information.

Employees may not post, publish, or otherwise disclose Company trade secrets or other confidential or proprietary information on social networking sites.

**Conduct Not Prohibited by This Policy** This policy is not intended to preclude or dissuade employees from engaging in activities protected by state or federal law, including the National Labor Relations Act, such as discussing wages, benefits, or other terms and conditions of employment, or legally required activities.

**Retaliation Prohibited** TABA Collective prohibits taking adverse action against any employee for reporting a possible deviation from this policy or cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

**Media Contacts** Employees should not speak to the media on TABA Collective's behalf without contacting the Human Resources Department. All media inquiries should be directed to them.

**For More Information** Please contact your Human Resources representative if you have questions or need further guidance.

## **EMPLOYEE CLASSIFICATIONS**

This section defines employment classifications to help you understand your current employment status and benefits eligibility. Every employee is either exempt or nonexempt from Federal and State wage and hour laws. This means that nonexempt employees are entitled to overtime pay under the specific provisions of Federal and State rules, and exempt employees are excluded from overtime pay under those same provisions. An employee's exempt or nonexempt status may change during employment; for instance, it might change when there is a promotion to a higher-level position. Depending on the work you perform, you will be designated either exempt or nonexempt on your hire date. Each employee will belong to at least one other employment category as listed below.

These classifications are effective on your date of hire and determine your status and benefits eligibility:



- New Employees: those who have not worked for the Company before or employees who have been rehired after a break in service of more than one year.
- Regular Full-Time employees: those who are regularly scheduled to work a full-time schedule of 30 hours or more per week. These employees are eligible for the Company's complete benefits package, subject to each benefit program's terms, conditions, and limitations.
- Regular Part-Time employees: those regularly scheduled to work less than 30 hours per week. Depending on the number of hours worked, these employees are eligible for certain limited benefits sponsored by the Company on a pro-rated or partial basis, subject to the terms, conditions, and limitations of each benefit program.
- Temporary employees, also called seasonal employees: those hired on an "as needed" basis to supplement the Company's workforce. Employment beyond any initially stated period does not imply a change in employment status. Temporary employees retain that status unless and until notified of a change by management. Temporary employees are not eligible to receive benefits unless otherwise required by applicable law.

#### **YOUR FIRST 90 DAYS**

All new and rehired employees work on an introductory basis for the first 90 days after their hire or rehire date. This does not affect their employment classification or benefits eligibility, nor does it imply an obligation on the Company's part to retain an employee until the end of this 90-day introductory period. At any time during employment, both before and after the end of the introductory period, the Company or the employee may terminate the at-will employment relationship with or without cause or with or without advance notice. The introductory period is intended to allow employees to demonstrate their ability to achieve a satisfactory level of job performance and to determine whether the new position meets their expectations. The Company also uses this period to evaluate individual employee capabilities, work habits, and overall performance.

#### **EMPLOYEE EVALUATIONS, TRANSFERS, AND PROMOTIONS**

The Company desires to give each employee regular feedback, as typically determined by such employee's manager or director. The Company desires that its employees know exactly where they stand with their supervisor and for both the employee and the supervisor to set goals to maximize the employee's potential with the Company.

The Company encourages employees to assume higher-level positions or lateral transfers for which they qualify and are in line with their career objectives. The Company offers employees the opportunity to apply for certain positions by posting job openings and available transfers through internal communications. The Company may, however, fill job openings or make transfers without posting notices.

#### **WORK AND COMPENSATION**

**Workweek** Our official workweek begins at 12:01 a.m. Monday and runs continuously for seven days after that. Company-paid holidays, paid time off, and excused absences for which Company pay is received are not considered hours worked in calculating overtime.

**Hours of Work** Your scheduled work hours depend upon the area of the Company for which you work. Non-exempt employees are generally scheduled to work a 40-hour workweek. Exempt employees are required to work whatever hours are required to perform the duties of their job. From time to time, work hours may vary from a designated schedule at the discretion of management. Your supervisor will explain your schedule at the time of your hire. Office employees are scheduled to work from 9:00 a.m. until 5:00 p.m.

**Lunch Breaks** Employees are expected to take a lunch break at a time set by their immediate supervisor. Lunch breaks are one-half (1/2) hour or one (1) hour in duration, as determined by the employees' supervisors. Time spent on lunch breaks is not counted as time worked.

## **ATTENDANCE POLICY**

Punctual and regular attendance is an essential responsibility of each employee at TABA Collective. Employees are expected to report to work as scheduled, on time, and prepared to start working. Employees also are expected to remain at work for their entire work schedule. This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA).

### **Absences**

"Absence" is defined as the failure of an employee to report for work when scheduled to work. The two types of absences are explained below:

Excused absence occurs when all the following conditions are met:

- The employee gives their supervisor sufficient notice at least 48 hours before the absence.
- The absence request is approved in advance by the employee's supervisor.
- The employee has sufficient accrued paid time off (PTO) to cover the absence.

Unexcused absence occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify their supervisor no later than the employee's scheduled starting time on that same day. If the employee cannot call, they must have someone make the call. Non-exempt employees must take earned PTO for every absence unless otherwise allowed by company policy.

**Disciplinary Action** Excessive absenteeism is defined as two or more occurrences of unexcused absence in a 30-day period and will result in disciplinary action.

**Job Abandonment** Any employee who fails to report to work for three consecutive days without notifying their supervisor may be considered to have abandoned the job and voluntarily terminated the employment relationship.

**Timesheets** Each pay period, all non-exempt employees are required to report their hours accurately, utilizing the Time and Attendance software provided by the Company. Non-exempt employees are expected to clock in and out daily. In the event of a missed clock in or clock out, non-exempt employees should notify their supervisor as soon as possible by email, making it possible to maintain the accuracy of the time record.

**Overtime** Employees may be scheduled or required to work overtime when operating requirements or other needs cannot be met during regular business hours. Overtime compensation is based solely on the hours a non-exempt employee works in excess of forty (40) per workweek. Exempt employees are not eligible to receive overtime pay. Nonexempt employees eligible for overtime pay will be paid time and one-half for hours worked in excess of forty (40) during a workweek. Your direct supervisor must approve in advance all overtime hours worked. Any attempt to work fewer hours in one week and then make up hours the following week to inflate the total number of overtime hours is prohibited and will result in disciplinary action.

### **Pay Periods**

Employees are compensated on a **bi-monthly** basis, with payments issued on the **10th and 25th of each month**. The payroll periods are structured as follows:

- **First Pay Period:** Covers work performed from the **1st through the 15th** of the month and is paid on the **25th of the same month**.
- **Second Pay Period:** Covers work performed from the **16th through the last day of the month** and is paid on the **10th of the following month**.

**Payroll Payments** Payments are distributed to employees by direct deposit into their personal bank account. Each payment will include earnings for all work performed through the end of the previous pay period. If a regularly scheduled payday falls on a weekend or a recognized holiday, employees will be paid on the day immediately preceding the weekend or holiday that is not a weekend or holiday.

### **PAYROLL DEDUCTIONS and GARNISHMENTS**

TABA Collective complies with applicable law and will make only required or authorized deductions from employees' wages. The following deductions, if applicable, will be made from employees' gross wage payments:

- Deductions to pay the employee portion of local, state, and federal taxes.
- Deductions required under a withholding order for support, an earnings assignment order, earnings withholding order, or other similar court order.
- Deductions required under a wage garnishment order.
- Other deductions authorized in writing by the employee, including deductions to cover insurance premiums or payments for other employee benefits.

All deductions will be itemized on employees' paycheck stubs. Employees with questions regarding any deductions taken from their paychecks should immediately contact the Human Resources Department.

**Final Paycheck** The final paycheck for an employee who is discharged by the Company shall be paid within twenty-four hours of the discharge unless otherwise required or permitted by applicable law. The final paycheck for an employee who voluntarily terminates his or her employment with the Company will be paid on the next regularly scheduled payday following the effective date of the termination of employment unless otherwise required or permitted by applicable law.

## **EMPLOYEE BENEFITS**

Your eligibility for certain benefits varies depending on your employment status. Some of the benefits described in the handbook may not apply to you now, but they might apply to you later if your employment status should change. Eligibility requirements -- who participates and when -- are included in the explanation concerning each of the benefits outlined below. Informational pamphlets, summary plan descriptions, and policy details are available to you through Human Resources, and they will describe group plans and other benefits in much greater detail. The employee share of the benefit premium cost usually varies based on the benefit selected and the type of coverage desired.

The following is only a summary of the Company's current benefits; however, these benefits may change or even be eliminated at any time at the sole discretion of management. Also, please note that in cases where the description of a benefit in this handbook differs from that benefit's Plan Document, the Plan Document will always apply.

## **HEALTH INSURANCE**

The Company currently provides comprehensive medical coverage to regular full-time employees. Coverage begins the first of the month immediately following 30 days of employment or conversion to full-time employment. Coverage may also be changed with a qualifying life event, such as birth, death, adoption, marriage, divorce, or the loss of medical coverage outside of the Company's medical plan. The employee has 30 days from the qualifying event date to make coverage changes. The Company contributes a portion of the insurance premium based on the plan selected by the employee. Contribution rates are for single coverage, employee + spouse, employee + children, and family. The employee will be responsible for the remainder of the premium to be deducted from their semi-monthly paychecks. The plan year goes from January 1st to December 31st. The medical provider will assess new rates on the plan's anniversary date each year. TABA Collective will determine their contribution on each anniversary date as well. The Company reserves the right, in its sole discretion, to modify the amount or percentage that its eligible employees are required to pay for such coverage. When choosing medical coverage for yourself and your family, it is important to carefully compare the plans and determine which more fully meets your individual or family's healthcare needs. A specific description of full coverage under our health insurance plans is available from Human Resources.

#### **401K PLAN**

The Company offers a 401(k) Plan for the exclusive benefit of all eligible employees with the intention to provide a measure of retirement security for their future. The Company's 401(k) Plan includes an automatic salary deferral feature. TABA Collective will automatically withhold a portion of your compensation from your pay each payroll period and contribute that amount to the Plan as a pre-tax 401(k) deferral. The automatic deferral provisions apply to all participants, except those who have a salary deferral agreement in effect on the automatic deferral provisions effective date. Plan participants are provided with a Summary Plan Description ("SPD") that explains and summarizes the important features of the Plan. The actual Plan is a complex legal document referred to as the Basic Plan Document. The legal operation of the Plan is controlled by the Basic Plan Document, and not the SPD. Employees should consult the Basic Plan Document for technical and detailed Plan provisions. Questions about the Plan should be addressed to the Plan Administrator.

#### **BEREAVEMENT LEAVE FOR IMMEDIATE FAMILY AND OTHERS**

The Bereavement Leave Policy establishes uniform guidelines for providing paid time off to employees for absences related to the death of immediate family members and fellow employees or retirees of TABA Collective. All full-time, active employees are eligible for benefits under this policy. An employee who wishes to take time off due to the death of an immediate family member should notify their supervisor and Human Resources as soon as possible after learning that the leave is needed. If an employee leaves work early on the day they are notified of the death, that day will not count against their bereavement leave.

In addition to bereavement leave, an employee may use any available PTO leave for additional approved time off, as necessary, with their supervisor's approval.

Bereavement pay is calculated based on the employee's base pay rate at the time of absence. It will not include any special type of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials.

Paid bereavement leave will be granted according to the following schedule:

- Employees are allowed up to 3 days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, domestic partner, child, stepchild, parent, stepparent, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood.
- Employees are allowed one day off from regularly scheduled duty with regular pay in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild, or spouse's grandparent.
- Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the Company.

## **PAID TIME OFF**

TABA Collective believes that its employees are the key to what makes a great company. Although work makes up a large portion of an employee's life, we believe that balancing work and non-work activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the Company has designed a paid time off (PTO) plan that incorporates vacation, personal and sick leave into one program.

PTO hours will accrue each pay period according to the schedule set forth below. When taking time off, employees are required to use accrued PTO before taking time off without pay. Employees may carry over up to 40 hours of PTO from one year to the next. The hours accrued and carried over from the prior year must be used the following year. Employees are only allowed to carry over PTO hours from the Prior year. The company does not allow multiple years being carried over from year to year.

Example: 2025 hours may be carried over into 2026 but, the 2025 hours must be used in 2026. Accrued hours in 2026 may be taken in conjunction with the 2025 hours or 2026 hours may be carried over into 2027, but 2025 hours may not be carried over into 2027.

All full-time employees will accrue PTO hours according to the following schedule:

<b>Time with TABA Collective</b>	<b>PTO</b>	<b>Annual Accrual Plus Maximum Carryover</b>
0-1 Year	80 (10 days)	80 hours
1-2 Years	88 (11 days)	128 hours
2-3 Years	104 (13 days)	144 hours
3-4 Years	120 (15 days)	160 hours
5+ Years	160 (20 days)	200 hours

## **Procedures**

Generally, all PTO must be preapproved and prescheduled with the employee's supervisor. Non-exempt employees may take PTO in hourly increments. Exempt employees may take PTO only in full-day increments. Approval for all scheduled time away is subject to applicable workloads.

You cannot 'cash out' unused PTO hours at the end of the year. Any unused accrued PTO at the end of the year that cannot be carried over to the next year will be forfeited. If you voluntarily terminate your employment without giving the Company at least two (2) weeks advance notice

or if you are involuntarily terminated for Cause, you will not be paid for your unused accrued PTO hours.

### **HOLIDAYS**

All regular full-time employees receive holiday pay at their regular base rate. To receive holiday pay, all employees must be employed by the Company the day before and the day after the holiday. When a paid holiday falls on a weekend, a determination will be made each year regarding which day will be taken off.

The following are recognized holidays:

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

### **FLOATING HOLIDAYS**

All regular full-time employees receive one floating holiday per year in addition to the Company's other paid holidays. This floating holiday may be used for any workday, including religious or cultural holidays, employee birthdays, or other state or federal holidays during which the Company remains open. Floating holidays are available for all current employees at the beginning of the year. New employees receive the floating holiday on their first day of employment. Floating holiday requests must be scheduled and then approved in advance by the employee's immediate supervisor. Floating holidays may not be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.

### **MILEAGE REIMBURSEMENT**

The Company agrees to reimburse employees, at the IRS-approved rate for using personal vehicles for Company purposes. The cost of commuting between your home and the office or work site is not a deductible business expense for the Company and will not be reimbursed to the employee. All company travel with personal vehicles should be minimized by notifying the receptionist of your business travel needs each day. Supervisor permission should be obtained before using a personal vehicle for Company purposes.

## **FAMILY AND MEDICAL LEAVE**

**FMLA Leave Generally** The federal Family and Medical Leave Act of 1993 (“FMLA”) allows “eligible” employees of a covered employer to take job-protected, unpaid leave and to concurrently use available paid leave if the employee has earned or accrued such leave, for up to a total of 12 weeks in any 12-month period for a qualifying reason under the FMLA (or for up to a total of 26 workweeks in a single 12-month period to care for a covered service member with a serious injury or illness). The Company provides family and medical leave to its employees to the extent required by the FMLA.

**Eligibility Requirements** In order to qualify to take FMLA leave, an employee must meet the following conditions:

- The employee has worked for the Company for at least 12 months, although the 12 months need not have been consecutive;
- The employee has been employed by the Company for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- The employee is employed at a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.

**Basic Leave Entitlement** In order to qualify as FMLA leave, the employee must be taking the leave for one of the following purposes:

- For incapacity due to pregnancy, prenatal medical care or the birth of a child;
- To care for the employee's child after birth, or placement with the employee of a child for adoption or foster care;
- To care for the employee's spouse or domestic partner, child, or parent, who has a serious health condition; or
- For the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.



**Military Family Leave Entitlement** Eligible employees with a spouse, son, daughter, or parent on active duty or called 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.

The 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 is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

**Twelve Month Period for Calculating Available FMLA Leave** An eligible employee who qualifies for FMLA leave may take up to 12 weeks of FMLA leave during any 12-month period. The Company will measure the 12-month period as a rolling 12-month period measured backward from the date on which the employee uses any FMLA leave. Each time an employee takes FMLA leave the Company will compute the amount of leave taken during the previous 12-month period, and the balance remaining is the amount the employee is entitled to take at that time for a qualifying reason. For example, if an employee used four weeks of FMLA leave beginning February 1, 2022, four weeks beginning June 1, 2022, and four weeks beginning December 1, 2022, the employee would not be entitled to any additional leave until February 1, 2023. Beginning on February 1, 2023, the employee would be entitled to four weeks of FMLA leave, on June 1, 2023 the employee would be entitled to an additional four weeks, etc.

**Use of Leave** An employee may take FMLA leave for up to 12 consecutive weeks but does not need to use this leave entitlement in one block. FMLA leave can be taken intermittently (or periodically) or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. FMLA leave may not exceed a total of 12 weeks over a 12-month period.

**Use of Paid Leave While on FMLA Leave** An employee who is eligible for FMLA leave shall be required to use PTO while taking FMLA leave to the extent such leave is available under the Company's normal leave policies.

**Advance Notice When Need for FMLA Leave is Foreseeable** An employee must provide the Company at least 30 days advance notice of the need to take FMLA leave when the need for the leave is "foreseeable," such as when the leave is for an expected birth, placement for adoption or foster care, or planned medical treatment for a serious health condition of the employee or of a family member. When 30 days advance notice is not possible, such as because of a lack of

knowledge of when leave will be required, a change in circumstances, or a medical emergency, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

**Information to Determine Eligibility for FMLA Leave** An employee must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified.

**Notice of Eligibility and Rights & Responsibilities**

Within five (5) business days of an employee requesting FMLA leave or the Company acquiring knowledge that an employee's leave may be for an FMLA-qualifying reason, absent extenuating circumstances, the Company shall provide the employee with written notice stating whether the employee is eligible to take FMLA leave. If the employee is not eligible for FMLA leave, the Company will notify the employee of the reason he or she is ineligible. If the employee is eligible to take FMLA leave, the Company will specify any additional information required as well as the specific expectations and obligations of the employee and explain any consequence of failing to meet those obligations.

The Notice of Eligibility and Rights & Responsibilities shall include, as appropriate, (i) if the leave will be designated as FMLA-protected and the amount of leave counted against the employee's annual FMLA leave entitlement; (ii) any requirement for the employee to furnish certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status, and the consequences of failing to do so; (iii) the requirement that the employee use accrued vacation or sick leave while taking FMLA leave to the extent such vacation or sick leave is available; (iv) any requirement for the employee to make any premium payments to maintain health benefits and the arrangements for making such payments, and the possible consequences of failure to make such payments on a timely basis; (v) the employee's status as a "key employee" and the potential consequence that restoration may be denied following FMLA leave, explaining the conditions required for such denial; (vi) the employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave; and (vii) the employee's potential liability for payment of health insurance premiums paid by the employer during the employee's unpaid FMLA leave if the employee fails to return to work after taking FMLA leave.

The Notice of Eligibility and Rights & Responsibilities may include other information and may be accompanied by any required certification forms.

**Certifications** An employee may be required to provide the Company with a doctor's certification and periodic recertification supporting the need for FMLA leave. In that event, the employee will be required to provide such certification within 15 days of the request for FMLA leave or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of the request for FMLA leave or a delay in granting the requested FMLA leave.

Certification of a serious health condition from a health care provider shall include the date when the condition began, its expected duration, diagnosis, and a brief statement of treatment. For medical leave for the employee's own medical condition, the Company may require that the certification specifically address the employee's ability to perform the essential functions of his or her job, in which event the Company will provide the employee with a list of the essential functions of the employee's job with the designation notification.

For leave to care for a seriously ill family member (spouse or domestic partner, child, or parent), the health care provider's certification must also include a statement that the patient requires assistance for basic medical, hygiene, or nutritional needs, safety or transportation, or that the employee's presence would be beneficial or desirable for the care of the family member, which may include psychological comfort. The employee is required to indicate on the form the care he or she will provide and an estimate of the time period during which such care will be provided.

The Company may require second or third opinions from other healthcare providers (at the Company's expense).

**Designation Notification** The Company will determine whether leave is FMLA-qualifying and will provide written notice to the employee of the designation within five (5) business days after the Company has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g., after receiving a certification), absent extenuating circumstances. If the Company determines that the leave is not FMLA-protected, the Company will so notify the employee.

Because the Company requires that unused PTO be used concurrently with unpaid FMLA leave, and that such leave taken for an FMLA-qualifying reason be counted as FMLA leave, the Company will inform the employee of this designation in the designation notice. In that notice, the Company will notify the employee of the amount of leave counted against the employee's FMLA leave entitlement.

If the Company will require the employee to present a fitness-for-duty certification to be restored to employment, the Company will provide notice of that requirement with the designation notice. If the Company will require that the fitness-for-duty certification address the employee's ability to perform the essential functions of the employee's position, the Company will so indicate in the designation notice, and will include a list of the essential functions of the employee's position with the designation notice.

The Company will notify the employee of the amount of leave counted against the employee's FMLA leave entitlement. If the amount of leave needed is known at the time the employer designates the leave as FMLA-qualifying, the Company will notify the employee of the number of hours, days, or weeks that will be counted against the employee's FMLA leave entitlement in the designation notice. If it is not possible to provide the hours, days, or weeks that will be counted against the employee's FMLA leave entitlement (such as in the case of unforeseeable intermittent leave), then the Company will provide notice of the amount of leave counted against the employee's FMLA leave entitlement upon request by the employee, but no more often than once in a 30-day period and only if leave was taken in that period.

**Fitness-for-Duty Certification** Where the need for FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, before the employee will be permitted to return to work, the employee may be required to obtain and present to the Company's Human Resources Department a written fitness-for-duty certification from the employee's health care provider certifying that the employee is able to resume work. The fitness-for-duty certification required by the Company only is in regard to the particular health condition that caused the employee's need for FMLA leave. Additionally, the Company may require that the certification specifically address the employee's ability to perform the essential functions of the employee's job if the Company provided the employee with a list of the essential functions of the employee's job with the designation notice and indicated in the designation notice that the certification must address the employee's ability to perform those essential functions.

**Continuation of Health Insurance Coverage** While an employee is on FMLA leave, the Company will continue the employee's health coverage under the Company's group health plan, if the employee was covered under the group health plan prior to the leave, on the same terms as if the employee had continued to work. Employees will continue to be responsible for their portion of the insurance premiums while on FMLA leave. The Company's obligation to maintain an employee's health insurance coverage while the employee is on FMLA leave ceases if the employee's premium payment is more than 30 days late.

**Reimbursement for Health Insurance Premiums upon Failure to Return from FMLA Leave** If the employee chooses not to return to work after the employee's unpaid FMLA leave entitlement has been exhausted or expires for reasons other than the continuation, recurrence or onset of a serious health condition which would entitle the employee to leave under the FMLA or other circumstances beyond the control of the employee, the Company will require the employee to reimburse the Company for its share of the premiums paid for the employee's health insurance during the unpaid FMLA leave period.

**Job Protection** Upon return from FMLA leave, the Company will return the employee to the same job, or an equivalent job with equivalent pay, benefits, and other employment terms and conditions. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

**No Guarantee of Continued Employment if Employee Fails to Return to Work Once All Available FMLA Leave Has Been Used or Once the Approved FMLA Period Has Ended**

If an employee is not able to, or otherwise does not, return to work once all of the employee's available FMLA leave has been used, or if an employee does not return to work once his or her approved FMLA leave ends and no additional FMLA leave is certified as being needed and approved, the Company shall not be obligated to hold open the employee's position or otherwise guarantee that the employee's employment will continue after that date.

**Unlawful Acts by Employers and Enforcement** The 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 or relating to the FMLA.

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

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

**Summary** The foregoing is a summary of the FMLA and is not intended to be a complete or comprehensive statement of the FMLA or its requirements. Nothing contained herein is intended to obligate the Company to provide family or medical leave to its employees unless otherwise required to do so by the FMLA. Employees who are desirous of taking family or medical leave should contact the Company's Human Resources Department to determine whether and to what extent they are eligible for such leave.

**UNPAID MEDICAL LEAVE POLICY**

**Eligibility** Commencing ninety (90) days after their hire date with the Company, full-time and part-time employees will be eligible to take an unpaid medical leave of absence if they are temporarily unable to work due to a serious injury, illness, pregnancy or other medical condition. Temporary employees will not be eligible to take a medical leave of absence.

**Duration** The maximum amount of medical leave that will be granted to eligible employees who are temporarily unable to work due to a serious injury, illness, pregnancy or medical condition shall be six (6) weeks. Such employees will not be permitted to take more than six (6) weeks of medical leave during any twelve (12) month period.

**Return to Employment** The Company will make reasonable effort to keep an eligible employee's position open throughout the period of the approved medical leave. When the medical leave ends, and if the employee is able to return to work at that time, reasonable effort will be made to place the employee in the same position that the employee had prior to the medical leave or in a similar position for which the employee is qualified. If an employee is unable to return to

work by the end of the approved medical leave period, the employee's employment with the Company may be terminated.

**Rehire** An eligible employee who is unable to return to work at the time an approved medical leave of absence ends and whose employment is terminated for that reason may apply for reemployment with the Company at such time as the employee is able to return to work. The employee shall not be entitled, however, to preferential treatment in connection with an application for rehire.

**Unpaid** Medical leave is without pay. An employee who is eligible to take a medical leave of absence will be required to use available PTO hours for the time off work beginning on the first day of the medical leave in accordance with the Company's PTO policy. When all accrued PTO leave has been used, the remaining medical leave will be without pay.

**Workplace injury** If an eligible full-time or part-time employee is on a medical leave of absence as a result of a workplace injury and is receiving workers' compensation benefits, and if such benefits do not fully compensate the employee for his or her lost wages arising from the employee's inability to work, the employee may, but shall not be required to, use available PTO hours to make up the difference between the employee's regular compensation and the amount of the workers' compensation benefits received for the lost wages.

**Notification** An eligible employee who becomes aware of a need for medical leave should request such leave from the Company's Human Resources Department as far in advance as possible.

**Medical Certification** The Company may require an eligible employee to submit a certification from the employee's doctor or other health care provider regarding the nature and extent of the employee's serious injury, illness, pregnancy or medical condition. The Company also may require an employee to submit to a full and complete medical examination, at the employee's cost, the results of which will be disclosed to the Company. An employee also may be required to obtain a second medical opinion upon the request of the Company, at the Company's expense.

**Verification** An eligible employee who has been on medical leave will be required to provide the Company with a written verification or release from the employee's doctor certifying the employee's fitness to return to work.

**Premiums** Subject to the terms, conditions, and limitations of the applicable plans, the Company will continue to provide insurance coverage to an eligible employee who is on an approved medical leave to the same extent that such insurance coverage was provided prior to the medical leave. The employee shall be required to pay his or her portion of the premiums for such insurance coverage while on medical leave, the same as if he or she was not on medical leave. If an employee fails to make any payment for his or her portion of the insurance coverage

when such payment becomes due, the employee's coverage under the applicable plans may be discontinued (subject to the employee's right to continued coverage under COBRA).

**Failure to Return to Work** If an eligible employee fails to return to work from a medical leave of absence for any reason other than the continuation, reoccurrence or onset of a serious medical condition or other circumstances beyond the employee's control, the employee shall be obligated to reimburse the Company for the cost of the Company's share of the premiums for the insurance coverage provided during the medical leave.

**Benefit Accruals** Benefit accruals for eligible employees, such as PTO accruals, will be suspended during the medical leave of absence and will resume upon the employee's return to active employment.

**At-will Employment** Nothing contained herein is intended or shall be construed to alter or modify the at-will employment relationship between the Company and an employee or limit the Company's right to terminate an employee's employment with the Company at any time, with or without cause or with or without advance notice.

#### **ACCOMMODATIONS REGARDING PREGNANCY, CHILDBIRTH, BREASTFEEDING, OR RELATED CONDITIONS**

Unless a reasonable accommodation would create an undue hardship on the Company's operations, the Company will not (a) refuse to provide reasonable accommodations for an employee related to pregnancy, childbirth, breastfeeding, or related conditions, if the employee requests a reasonable accommodation, (b) require an employee to terminate employment if another reasonable accommodation can be provided for the employee's pregnancy, childbirth, breastfeeding, or related conditions, or (c) deny employment opportunities to an employee, if the denial is based on the need of the Company to make reasonable accommodations related to an employee's pregnancy, childbirth, breastfeeding, or related conditions.

"Undue hardship" means an action that requires significant difficulty or expense when considered in relation to factors such as the Company's size, financial resources, and the nature and structure of the Company's operation.

The Company may require an employee to provide a certification from the employee's health care provider concerning the medical advisability of a reasonable accommodation regarding pregnancy, childbirth, breastfeeding, or related conditions. The certification shall include (i) the date the reasonable accommodation becomes medically advisable, (ii) the probable duration of the reasonable accommodation, and (iii) an explanatory statement as to the medical advisability of the reasonable accommodation.

Notwithstanding the foregoing, the Company will not require an employee to obtain a certification from the employee's health care provider for more frequent restroom, food, or water breaks.

## **PERFORMANCE AND PROFESSIONAL CONDUCT**

**Communications** Communication is a two-way street between employees and management. Successful working conditions and relationships depend upon successful communication. As an employee, you need to be aware of policies, procedures, and general information. Still, you must communicate your ideas, suggestions, personal goals, or problems as they affect your work. We envision a working relationship between management and our employees, which not only enhances our work environment but also best serves the needs of everyone connected with our Company. Employees and managers are encouraged to communicate daily and share ideas as they work toward a common goal -- the continued success of our organization! We ask that you become familiar with and utilize the many ways in which we provide information to our employees, including this Employee Handbook, Company bulletin boards, discussions with supervisors or managers, meetings, written processes, training sessions, etc., all of which are used to promote a two-way flow of communication.

**Personal Telephone Calls** Telephones are a vital means of communication at our Company and should be used primarily for work-related calls. Employees may use Company phones (if provided and necessary for employees position) to make personal calls during work time; however, we ask that you don't abuse this privilege by making lengthy, excessive, or long-distance calls of a personal nature.

**Personal Appearance** The Company's dress code is best described as "smart casual." We depend upon our employees' common sense and professional standards to set the tone for dressing appropriately for work and to ensure that the Company's image is presented favorably. TABA Collective strongly encourages the wearing of any items of clothing that it has provided to the employees with our logo on it. The Company will pay for the embroidering of the Company logo on any clothing purchased by an employee.

What we wear to work reflects the pride we have in the Company. Employees are encouraged to confer with their supervisor if they are unsure whether specific clothing is appropriate for the workplace. In all circumstances, however, management has the authority to decide what clothing items are and are not acceptable.

**Safety Policies** One of the Company's foremost concerns is the safety and health of all employees. You can assist in maintaining a safe work environment by being aware of potentially unsafe working conditions. We encourage you to prioritize safety and immediately report any hazardous situations to your supervisor. Safety is the responsibility of every employee. Experience has proven that the success of even the most complete safety programs depends on each employee's attitudes and working habits, and teamwork. In observing our safety regulations, you protect yourself and maintain the Company's safety record. Consistent with Federal and State law, the Company may require job-related physical examinations of employees to be performed by a Company-designated physician, depending upon the physical requirements and responsibilities of the position.



**Work-related Accidents** Any injury or illness related to your work must be reported to your supervisor or manager and Human Resources immediately. If an accident occurs, an investigation may take place to pinpoint contributing causes, which will then be reviewed to determine what, if any, corrective action should be taken to prevent future mishaps. If an attending physician recommends that an employee should not return to work on that day, the employee will be paid for an entire shift. Failure to report accidents or obtain prior medical care authorization may jeopardize your benefit eligibility under workers' compensation.

**Workers' Compensation Insurance** The Company provides a comprehensive workers' compensation insurance program at no cost to employees. As an employee of the Company, you are compensated for medical treatment and/or time lost because of occupational injury, disease, or illness. You are eligible for workers' compensation coverage immediately upon employment with the Company. Reporting a work-related injury or illness instantly enables eligible employees to qualify for benefits coverage under this program as soon as possible.

**Workplace Violence** The Company has a zero tolerance policy for violent acts or threats of violence against co-workers, management, customers, vendors or others. Employees are prohibited from engaging in any actual or threatened act of violence or hostile or intimidating behavior on Company property or while on Company business, including at Company-sponsored events. Every act or threat of violence or intimidation is serious and will be treated as such. Violent actions or threatening behavior can include, but is not limited to, fighting, throwing objects, making verbal threats to harm another individual or destroy property, making menacing gestures, expressing significant grudges against co-workers, stalking, attempting to intimidate or harass other individuals, or other conduct that may pose a danger to others.

Employees who become aware of any acts or threats of workplace violence must report the acts or threats immediately to a supervisor or manager who will in turn be responsible for notifying the Human Resources Department and management. The Human Resources Department and management will investigate the incident and take appropriate action. If an employee becomes aware of any actual violence, imminent violence, or threat of imminent violence, obtaining emergency assistance must be a matter of first priority. The employee should immediately contact local law enforcement authorities by dialing 911, after which a supervisor, manager, Human Resources personnel and/or an officer of the Company should be notified.

**Inspections and Searches on Company Premises** The Company believes that maintaining a workplace that is free of illegal or unauthorized materials is necessary in order to protect its employees. Illegal or unauthorized materials include, without limitation, such things as unauthorized weapons, hazardous materials, illegal drugs or paraphernalia, alcoholic beverages, pornography or other sexually explicit materials, stolen items, or proprietary and confidential information belonging to the Company or a third party that employees are not authorized to have in their possession. In addition, there may be times where management or other employees need to find work-related items or information in an employee's office or work area. Subject to applicable law, the Company reserves the right to conduct inspections or searches at

any time on Company premises to look for illegal or unauthorized materials or for any other business purpose; inspect desks, cabinets, lockers, other furniture, equipment, Company vehicles, personal vehicles parked on Company property, warehouses, storage facilities, packages, containers, and other property belonging to the Company, an employee, or a third party, including articles of clothing or other personal property, that is brought onto, located, or found on Company property, as well as any contents, effects or articles contained therein; and inspect all computers (including all memory, whether or not password protected), company communications systems and computer-related or other data-retrieval equipment, including voice mail and e-mail.

Employees have no reasonable expectation of privacy regarding any of the foregoing areas, furniture, equipment, vehicles or items located or found on Company property.

**Personal Property** The Company does not provide or guarantee security for personal property brought onto Company premises such as automobiles, tools, clothing, briefcases, handbags, and lunches, and the Company will not assume responsibility for damage or loss to an employee's personal property.

#### **MEDICAL EMERGENCY PROCEDURES POLICY**

TABA Collective will make every effort to ensure the workplace is safe and healthy for all employees. In this effort, we are establishing a protocol for action and who to contact in the event of a medical emergency at the worksite.

**Procedure** Below are the steps and considerations for individuals who witness or respond to a medical emergency.

- **1st priority – Call 9-1-1** if severe illness or injury is possibly life-threatening. In the event of a possible life-threatening medical situation, call 9-1-1 immediately for emergency services first. For example, life-threatening emergencies might include but are not limited to severe chest pains, uncontrolled bleeding, loss of consciousness, or violent behavior.
- **2nd priority** – Contact First Responders and Supervisor. First Responders may provide basic first aid or CPR until EMS can take over.
- **3rd priority** – Contact **Human Resources**. Human Resources will then attempt to contact the employee's designated emergency contact person.

Here are ways you can assist in a medical emergency:

- Direct someone or clearly state you will call 9-1-1 as needed.
- Direct someone or clearly state you will contact/locate first responders.
- Identify and remove any dangers to the safety of the victim or others in the vicinity. **DO NOT** move the victim unless their current location endangers their life.

- Attend to the victim as needed/able until someone more qualified can take over (this may just be talking to them reassuringly or holding their hand). If conscious, ask for permission before giving care.
- Direct someone or state you will contact/locate someone in HR.
- Take note of specifics (who was involved, what happened, when, and where). This information may be needed by EMS, first responders, or HR.
- Double check that someone is at the front to meet EMS.
- Reduce unnecessary employee traffic around the area.

An incident report must be completed within 48 hours by the employee's supervisor or the supervisor of the area where the incident occurred, if not an employee. Statements should be obtained by others involved and witnesses.

#### **PROHIBITED CONDUCT AND DISCIPLINARY ACTION**

- **Examples of Inappropriate Conduct** To ensure orderly operations and provide the best possible work environment, the Company expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including immediate termination of employment. This list of examples does not change the Company's at-will policy as previously set forth. Failure to comply with reasonable work requests or instructions from supervisors or management or engaging in other insubordinate conduct.
- Failure to perform job duties in an acceptable manner.
- Behaving in a rude, disrespectful, abusive or threatening manner towards co-workers, management, customers, contractors, vendors, or the public, or engaging in fighting, horseplay, or other unsafe or disruptive behavior in the workplace.
- Damaging, destroying, or taking or using without authorization, property, money, assets, equipment or supplies belonging to the Company, a co-worker, customer, contractor, vendor, or any other person or entity.
- Using, taking, or disclosing to others without authorization confidential or proprietary documents or information belonging to the Company, a co-worker, a client, a vendor, or any other person or entity.
- Violating the Company's policies prohibiting discrimination, harassment or retaliation, or the Company's drug and alcohol policy.
- Providing false information to the Company or its clients, including falsification of time records, expense reports or other documents, making false allegations against others, or engaging in other dishonest conduct of any kind.

- Making any derogatory, denigrating, or defamatory communication, either written or oral, regarding the Company, its business, or any of its employees, management, customers, contractors, or vendors.
- Engaging in activities which create or constitute a conflict of interest, that constitute immoral or indecent conduct, or that jeopardize the Company's reputation.
- Possessing a firearm without a concealed carry permit, a weapon, or a dangerous substance such as an explosive, a toxic substance, or a flammable substance on Company property, unless such a restriction is prohibited by applicable law.
- Violating any other Company rule, regulation, policy, or procedure, including any policy contained in this employee handbook.
- Violating any federal, state or local law, rule or regulation.
- Engaging in any illegal, unethical, abusive, or unsafe act.

**Disciplinary Action** An employee who engages in any unacceptable conduct or performance, whether or not it is listed above, may receive some form of disciplinary action, up to and including immediate termination.

The Company has a disciplinary action process that involves the concept of progressive discipline, meaning that disciplinary action for repeated violations are progressively more severe. Under this process, an employee may receive a verbal or written warning or reprimand, a suspension with or without pay, or immediate discharge, depending on the nature of the violation and the circumstances involved. No mechanical formula determines the disciplinary action to be imposed. The Company may choose, in its sole discretion, not to impose any progressive disciplinary action prior to terminating an employee's employment with the Company.

Although the Company has a disciplinary action process, and generally will utilize that process when dealing with violations of policy or other inappropriate conduct by its employees, nothing contained in this Section is intended or may be construed to create any express or implied promise or agreement that any employee's employment with the Company may be terminated only for good cause, or only for conduct specified above, or only after progressive disciplinary action has been taken. Either the employee or the Company may terminate the employee's employment with the Company at any time and for any reason, with or without cause, and with or without notice.

**Types of Possible Disciplinary Action** A verbal reprimand may be used for a minor first-time infraction. The employee will be told in detail why his or her action is not acceptable. All infractions, consultations, and follow-up action will be carefully documented and placed in the employee's file.

A written reprimand may be used when a verbal reprimand has brought no results or when the nature of the infraction is deemed by the Company to warrant a more severe form of discipline

than a verbal warning but something less severe than a suspension or termination. The supervisor will be responsible for reviewing previous reprimands and explaining the nature of the infraction to the employee. The warning will include a statement that further infractions will be followed by “more severe disciplinary action up to and including termination of employment.” After the supervisor has met with the employee and allowed the employee an opportunity to review the reprimand, both the employee and the supervisor will sign the written reprimand. The employee will be given a copy of the written reprimand, and a copy will be placed in the employee’s personnel file.

Suspension with or without pay may be imposed when all the facts are not known and immediate decisive action is required. Suspension without pay may be imposed whenever there is evidence that a serious infraction of Company policy or other improper conduct of a serious nature has occurred.

Termination of employment may be imposed if the infraction is of such a serious nature that the Company determines, in its sole discretion, that progressive discipline is not appropriate or warranted, that the offense warrants immediate termination, or if other types of discipline have been imposed previously but have not solved the problem.

**Investigative Procedure** When a supervisor becomes aware that an employee may have engaged in inappropriate conduct or behavior, the supervisor will obtain all relevant facts and supporting documentation regarding the alleged offense, including statements from co-workers or others who witnessed the incident or who otherwise have personal knowledge or information regarding the matter.

The supervisor will contact the employee, inform the employee of the allegations that have been made, permit the employee to respond to the allegations, and allow the employee to respond to the allegations in writing.

After completing the investigation and compiling all available supporting documentation, the supervisor will determine the type of discipline, if any, to be imposed.

A supervisor has the authority to issue a verbal or written reprimand without further consultation or approval.

A suspension requires review and approval by the employee’s department manager.

Termination requires review and approval by Company ownership.

**Documentation and Delivery** The supervisor will compile all information supporting the type of discipline to be administered or recommended. The information will be included in the employee's personnel record.

When an employee's employment with the Company is terminated, the employee shall be escorted out of the working area by a management representative for termination processing by the Company. A supervisor will pick up or otherwise obtain from the employee all Company materials that have been issued to the employee.

An employee whose employment has been terminated is prohibited from entering onto Company property thereafter without the express consent of the Company's office manager or a member of senior management.

**Review of Disciplinary Action** An employee who receives a written reprimand from a supervisor shall be entitled, upon timely request, to meet with the employee's department manager to discuss the events giving rise to the written reprimand, and to review the appropriateness of such action. The decision of the department manager with respect to the appropriateness of the written reprimand shall be final.

An employee who is suspended from work, with or without pay, shall be entitled, upon timely request, to meet with Company ownership to discuss the events giving rise to the suspension, and to review the appropriateness of such action. The decision of Company ownership with respect to the appropriateness of the suspension shall be final.

An employee whose employment with the Company is terminated shall be entitled, upon timely request, to meet with the Company's ownership to discuss the reasons for the termination, and to review the appropriateness of such action. The decision of Company ownership with respect to the appropriateness of the termination shall be final.

#### **NON-SOLICITATION POLICY**

The Company believes that an individual's desire or obligation to support a charitable cause or to purchase or support a product is strictly voluntary and should not be influenced by the employment relationship. Therefore, our policy prohibits individual solicitation during "working time" and in working areas, unless specifically authorized by the Company. "Working time" is defined as all time employees are engaged in work tasks. It does not, however, include an employee's own time, such as meal periods and time before and after scheduled work hours. Any solicitation of employees by fellow employees must be limited to non-working time and non-work-related areas for both the employee doing the soliciting and the employee or employees to whom it is directed.

## **DRUG AND ALCOHOL POLICY**

**Statement of Purpose** The Company believes that a healthy and productive work force, safe working conditions free from the effects of drugs and alcohol and maintaining a high standard in the quality of services rendered and products produced by the Company, are important not only to the Company but also to its employees, clients and the general public. The abuse of drugs and alcohol creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased financial burden on Company benefit programs, increased workplace theft, decreased employee morale, decreased productivity, and a decline in the quality of the services rendered and products produced.

In order to maintain a quality work environment, free from drug abuse and alcohol abuse and their adverse effects on job performance, and to protect the health and safety of the Company's employees and clients, as well as the general public, the Company has established this drug and alcohol policy.

### **Definitions**

- "Alcohol" means either ethyl alcohol or ethanol.
- "Drugs" and/or "Controlled Substance" means any substance recognized as a drug in the United States Pharmacopeia, the National Formulary, the Homeopathic Pharmacopeia, or other drug compendia, or supplement to any of those compendia. This definition includes, without limitation, narcotics, hallucinogens, depressants, stimulants or other controlled substances, as defined by applicable federal, state or local laws or regulations, including "synthetic" or "designer" drugs.
- "Drug Paraphernalia" means objects used to manufacture, compound, convert, produce, process, prepare, test and analyze, pack repack, store, contain, conceal, inject, ingest, inhale, or otherwise introduce a drug into the human body.
- "Illegal Drug" means a "Drug" or "Controlled Substance" that is illegal or unlawful for an individual to possess, use, sell or distribute under applicable law. The term "Illegal Drug" does not include a "Drug" or "Controlled Substance" that is in the possession of, or used by, an employee pursuant to, and in accordance with, a valid prescription or otherwise as permitted under applicable law.
- "Prescription Medication" means a "Drug" or "Controlled Substance" that can be lawfully obtained only pursuant to a medical prescription issued by a medical doctor or other authorized health care provider.
- "Sample" means a sample of urine, blood, breath, saliva, or hair provided by an employee in a quantity and in a manner sufficient to allow for drug or alcohol testing.

**Responsibilities of Employees** Employees shall not manufacture, use, possess, distribute, dispense or sell alcohol, illegal drugs or controlled substances, or drug-related paraphernalia, or have alcohol or illegal drugs in their system while working or engaging in other activities on behalf of the Company; while present in buildings or other facilities owned or controlled by the Company or any of its subsidiaries or affiliated companies or any customer's facility or job site; while operating or riding in any Company vehicle; while traveling in a motor vehicle to or from a location where Company business is to be, or has been, conducted; or while wearing a Company uniform, or while otherwise representing the Company.

Employees also shall not misuse prescription medication or other medication, or take prescription drugs or other medication in a manner which may adversely affect their job performance or the safety of themselves or others. Employees involved in driving motor vehicles are required to inform their supervisor any time they are taking any prescription or over-the-counter drug which may, according to label warnings or physician instructions, impair the employees' ability to safely perform their assigned duties. If a supervisor believes that an employee is impaired, the supervisor can immediately release the employee from his or her responsibilities.

Employees who violate any of the foregoing prohibitions shall be subject to disciplinary action, up to and including immediate termination of employment.

**Testing of Prospective Employees** The Company shall have the right to test prospective employees for the presence of illegal drugs and alcohol, in accordance with the provisions of this policy, as a condition of hiring or employment.

Individuals who have been offered a position with the Company will be required to submit to testing to detect the presence in the body of illegal drugs or alcohol, at a time and place as directed by the Company, before they are permitted to begin working for the Company. If such individuals test positive, or refuse to submit to such testing, the offer of employment shall be withdrawn, and they will not be permitted to reapply for a position with the Company.

Prospective employees who are tested but who substitute or falsify any test sample shall be denied employment, and shall not be permitted to reapply for a position with the Company thereafter.



**Testing of Current Employees** The Company also shall have the right to test its employees, including its management personnel, for the presence of drugs or alcohol, in accordance with the provisions of this policy. Such testing may be required as a condition of continued employment, and any employee who tests positive, who refuses to submit to such testing, or who substitutes or falsifies any test sample may be subjected to disciplinary action, up to and including immediate termination. The Company may test its employees for drugs or alcohol as part of one or more of the following types of testing:

**Reasonable Cause Testing** Testing may be required where the Company has a reasonable belief or suspicion that the employee has used Illegal Drugs or Alcohol, engaged in misuse of Prescription Medication, or has Illegal Drugs or Alcohol in his or her system or possession, in violation of the terms of this policy.

Reasonable belief or suspicion may be based on, among other things, observable indicators of use, possession or symptoms of illegal drugs or alcohol, such as slurred speech, unusual outbursts of temper, abrupt changes in attitude, attendance, or quality or output of work, the smell of alcohol or drugs, or other observable indicators, a pattern of abnormal conduct or erratic behavior, taking unreasonable risks or engaging in unsafe practices, information of a drug-related investigation, arrest or conviction, or of drug or alcohol use in violation of this policy, provided from a credible source, or evidence that the employee has tampered with a previous drug test.

If such testing is required by the Company based upon a reasonable belief or suspicion of drug or alcohol use or possession in violation of this policy, it shall be conducted as promptly as circumstances permit after the Company perceives that the employee has used illegal drugs or alcohol or engaged in controlled substance abuse, or has illegal drugs or alcohol in his or her system or possession, in violation of the terms of this policy.

Any time there is suspicion that an employee has used illegal drugs or alcohol or engaged in controlled substance abuse, or has drugs or alcohol in his or her system or possession, in violation of the terms of this policy, the Company, in its discretion, may require the employee to immediately discontinue performing work for the Company and submit to testing. The employee will remain on unpaid leave until the results of the testing have been received and such results establish that the employee is not in violation of the terms of this drug and alcohol policy.

**Investigation of Accidents or Theft in the Workplace** An employee will be required to submit to testing for the purpose of investigating work-related accidents or near-accidents (including accidents or near-accidents involving the operation of equipment or motor vehicles), or a violation of safety precautions or standards, whether or not an injury resulted from such accident or violation.

An employee also may be required to submit to testing for the purpose of investigating incidents of workplace theft or misconduct any time such an incident occurs.

If such testing is required by the Company in connection with the investigation of an accident, theft or other misconduct in the workplace, it shall be conducted as promptly as circumstances permit after the Company becomes aware of the accident or incident.

**Random or Periodic Testing**

Unless prohibited or limited by applicable state law, testing may be required as part of an unannounced random testing program or a periodic testing program. The testing under a random testing program or a periodic testing program shall at all times be in compliance with applicable state law. Random or periodic testing will not be limited to circumstances where there are indications of individual, job-related impairment of an employee.

**Disciplinary Action That May Be Taken** An employee who tests positive, refuses to submit to testing upon being requested to do so, or substitutes or falsifies any test sample, shall be subject to disciplinary or rehabilitative actions, which may include one or more of the following, in the sole discretion of the Company: immediate termination of employment; suspension of the employee, without pay, for a period of time; a requirement that the employee enroll in an approved rehabilitation, treatment or counseling program as a condition of continued employment, with the cost of such program being borne by the employee; additional periodic drug or alcohol testing at the employee's cost for such duration as is determined by the Company; or other disciplinary measures.

**Manner of Testing** All sample collection and testing for Illegal Drugs and Alcohol pursuant to this policy shall be performed in accordance with scientifically accepted methods and procedures and applicable law. Prospective employees and employees must sign such forms as may be required by the Company and/or the testing administrator prior to testing, agreeing to and authorizing the testing, the release of the test results to the Company's medical personnel, and the disclosure of the results by the medical personnel to authorized employees of the Company.

All sample collection and testing for illegal drugs and alcohol pursuant to this policy shall be performed in accordance with the following conditions:

The collection of samples shall be performed under reasonable and sanitary conditions;

Samples shall be collected and tested with due regard to the privacy of the employee being tested, and in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;

Sample collection shall be documented, and the documentation procedures shall include:

Labeling of samples so as reasonably to preclude the probability of erroneous identification of test results; and

An opportunity for the employee or prospective employee to provide notification of any information which he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant medical information;

Sample collection, storage, and transportation to the place of testing shall be performed so as reasonably to preclude the probability of sample contamination or adulteration; and

Sample testing shall conform to scientifically-accepted analytical methods and procedures.

Prospective employees and employees must sign such forms as may be required by the Company and/or the testing company prior to testing, agreeing to the testing, authorizing the release of the test results to the Company's medical personnel, and authorizing the disclosure of the results by the medical personnel to authorized employees of the Company.

**Confirmation of Test Results** In the case of a prospective employee who tests positive on the initial screening test, the prospective employee may, upon written request to the Company's personnel director within five working days after receiving notice of the test result, have the test result confirmed.

In the case of an employee who tests positive on the initial screening test, the Company shall have those test results confirmed.

Confirmation of a drug-positive screening test shall be by a gas chromatography-mass spectroscopy test method and confirmation of an alcohol-positive screening test shall be by a gas chromatography test method, although the Company reserves the right to have confirmation testing done by any other reliable testing method designated by it.

**Time and Cost of Testing** The costs associated with the testing of an employee or a prospective employee shall be paid by the Company.

Any drug or alcohol testing by the Company of an employee shall occur during or immediately after the employee's regular work period and shall be deemed work time for purposes of compensation and benefits. The Company shall pay all costs associated with any testing of an employee for illegal drugs or alcohol required by the Company, including the cost of the initial screening test and any confirmation test.

**Positive Test Determination** The drug and alcohol testing shall be deemed "positive" if the amount of illegal drugs or alcohol present in the body is at or exceeds specified levels, or if it is determined that the employee has submitted a sample which, when submitted, had been tampered with, altered, contaminated or adulterated in any way, or if it is determined that the sample submitted is not that of the person being tested.

**Confidentiality of Information** All information, interviews, reports, statements, memoranda, or test results received by the Company in connection with its drug and alcohol testing program shall be kept in confidence by the Company. Such information shall be imparted only to those individuals who have a legitimate need to review such information, or as is otherwise required by applicable law or regulation.

**Inspections to Administer and Enforce Policy** To promote a safe, productive and efficient workplace, the Company reserves the right to inspect employees, as well as any articles and property in their possession. The Company also reserves the right to inspect lockers, desks, boxes, company vehicles, employee vehicles on company property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto company property that might conceal alcohol, illegal drugs, and/or other inappropriate materials.

**Notice** The drug and alcohol testing policy shall be distributed in writing to all employees and made available for review by all applicants for employment.

**The Company's Right to Amend Policy** The Company reserves the right to amend or revise this drug and alcohol policy at any time, as it deems appropriate.

**No Obligation to Rehire** No provision herein is intended, or shall be construed, as (1) requiring the Company to hire any prospective employee or rehire any former employee because the prospective employee or former employee has completed a drug or alcohol rehabilitation program or otherwise demonstrates that he or she is able to comply with the Company's Drug and Alcohol Policy and/or is in compliance with the Company's Drug and Alcohol Policy, or (2) modifying the Company's at-will employment policy with respect to its relationship with any employee.

**Eligibility for Rehire after Violating Drug and Alcohol Policy** If an employee is discharged (or resigns in lieu of discharge) for violating the Company's Drug and Alcohol Policy, he or she shall not be eligible to reapply for employment with the Company, or be re-employed by the Company, unless and until the employee is able to demonstrate, to the satisfaction of the Company, in its sole discretion, that he or she has successfully completed a drug or alcohol rehabilitation program, is able to comply with the Company's Drug and Alcohol Policy, and/or is in compliance with the Company's Drug and Alcohol Policy.

## **CORRECTIVE/DISCIPLINARY ACTION**

We strive to take a constructive approach to disciplinary matters to ensure that any employee's conduct or actions, which may directly or indirectly interfere with the efficient operation of our business or the rights and well-being of others, are not continued. A Company's rules of conduct protect the rights of all its employees and are the guidelines by which we are treated and through which we treat others. Abiding by these rules minimizes the likelihood of any employee, through misunderstanding or otherwise, becoming subject to disciplinary action.

Violations may result in one or all the following forms of corrective action being taken:

- Oral warning
- Written warning
- Probation
- Suspension
- Termination of employment

While we will generally attempt to utilize a progressive course of discipline whenever an employee violates Company rules, we may consider the infraction's seriousness, the employee's record, and the circumstances surrounding the matter when deciding on proper action. Please remember that although the Company may choose to utilize progressive discipline in some instances, it reserves the right to determine, in its sole discretion, the appropriate disciplinary action to be taken in any given circumstance, up to and including termination of employment. Individual situations will be dealt with on a case-by-case basis. A first offense may call for the most severe disciplinary action, up to and including immediate termination. The Company retains the right to discharge its "at will" employees, with or without cause, and with or without prior notice or warning.

#### **CONFIDENTIALITY AND NON-DISCLOSURE**

The Recipient (employee, agent, contractor, or other representative) acknowledges that in the course of their engagement with TABA Collective, they may have access to confidential and proprietary information, including but not limited to:

- Client names, contact information, and personal financial data
- Property listings, pricing strategies, and negotiations
- Transaction details, including contracts, offers, counteroffers, and closing documents
- Marketing strategies, lead generation systems, CRM data, and advertising campaigns
- Internal business operations, commission structures, and agent performance metrics
- Relationships with business partners, title companies, lenders, and service providers

The Recipient agrees to hold all such information in strict confidence and shall not, directly or indirectly, disclose, use, or allow access to any such information for their personal benefit or for the benefit of any third party, unless expressly authorized in writing by the Agency.

This obligation of confidentiality shall survive the termination of the Recipient's association with the Agency for a period of two (2) years, or as otherwise required by law.

Any breach of this clause may result in legal action, including injunctive relief and monetary damages.

## **FINAL THOUGHTS**

This employee handbook is meant to be an informative guide to the principles, guidelines, procedures, and benefits of our Company. We hope you will read it carefully and keep it in a handy location for easy reference. Please remember that the information contained in this handbook is presented in summary form only. Detailed and specific information on many of our policies, programs, procedures, practices, benefits, guidelines, and rules are available in Human Resources. You should contact them to clarify or confirm your eligibility for certain benefits. They will be happy to help you in any way they can.

Please do not hesitate to ask questions or make suggestions. We are all on the same team, and by working together, we can continue to improve together. Remember, the real secret to the success of our Company is the loyalty and quality of the people who make up our family of employees. Once again, we proudly welcome you as a member of our team!

[SIGNATURES ON FOLLOWING PAGE]

## **EMPLOYEE ACKNOWLEDGEMENT FORM**

I acknowledge that the contents of this employee handbook describe important information regarding the working relationship between TABA Collective and myself. I understand that if any part of this handbook is unclear, I should contact my Human Resources representative for clarification as soon as possible.

Because all the information, policies, procedures, and practices contained in this handbook are subject to change, I further acknowledge that revisions to the handbook may occur at the discretion of TABA Collective, which retains sole authority to adopt and enforce any changes. I realize that any revisions that modify, amend, or eliminate existing policies, procedures, and practices will supersede those in this handbook. Any provision of this handbook, which may violate any applicable federal or state law, will be considered invalid and shall not affect the validity of the remaining provisions of this handbook.

I understand the employment relationship between myself and TABA Collective was entered voluntarily, and there is no express or implied agreement between us as to the conditions of employment or length of employment. This handbook is neither a contract nor a binding legal document but does encourage the consistent and orderly conduct of business.

I understand that I have the right to terminate my employment at any time and that my employer retains a similar right to terminate my employment "at will," with or without cause, at any time.

I acknowledge that I received this handbook from TABA Collective. It is my responsibility to familiarize myself with and abide by all the policies, procedures, and practices contained within and any future revisions that might be made to the handbook.

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Employee Signature	Employee Name (Please Print)	Date
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TABA Collective Representative	Title
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