

TA Woods, LLC Employee Handbook 2024

Ascension Property Services

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#### **ACKNOWLEDGEMENT**

#### **Introductory Statement**

This handbook is designed to acquaint you with TA Woods, LLC and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by TA Woods, LLC to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. As TA Woods, LLC continues to grow, the need may arise and TA Woods, LLC reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. The only exception to any changes is our employment-at-will policy, permitting you or TA Woods, LLC to end our relationship for any reason at any time. Employees will be notified of such changes to the handbook as they occur.

#### **Customer Relations**

Customers are among our organization's most valuable assets. Every employee represents TA Woods, LLC to our customers and the public. The way we do our jobs presents an image of our entire organization. Customers judge all of us by how they are treated with each employee contact. Therefore, one of our first business priorities is to assist any customer or potential customer. Nothing is more important than being courteous, friendly, helpful, and prompt in the attention you give to customers.

Our personal contact with the public, our manners on the telephone, and the communications we send to customers are a reflection not only of ourselves, but also of the professionalism of TA Woods, LLC Positive customer relations not only enhance the public's perception or image of TA Woods, LLC, but also pay off in greater customer loyalty and increased sales and profit.

## **Equal Employment Opportunity**

To provide equal employment and advancement opportunities to all individuals, employment decisions at TA Woods, LLC will be based on merit, attitude, qualifications, and abilities. TA Woods, LLC does not discriminate in employment opportunities or practices based on race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

TA Woods, LLC will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any

## **Equal Employment Opportunity (continued)**

type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

#### **Immigration Law Compliance**

TA Woods, LLC is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with TA Woods, LLC within the past three years, or if their previous I-9 is no longer retained or valid.

### **Disability Accommodation**

TA Woods, LLC is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

#### **Business Ethics and Conduct**

The successful business operation and reputation of TA Woods, LLC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of TA Woods, LLC is dependent upon our customers' trust, and we are dedicated to preserving that trust.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every TA Woods, LLC employee. Employees owe a duty to TA Woods, LLC, and its customers to act in a way that will merit the continued trust and confidence of the public. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

#### **EMPLOYMENT**

### **Outside Employment**

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with TA Woods, LLC All employees will be judged by the same performance standards and will be subject to TA Woods, LLC's scheduling demands, regardless of any existing outside work requirements.

If TA Woods, LLC determines that an employee's outside work interferes with performance or the ability to meet the requirements of TA Woods, LLC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with TA Woods, LLC

The use of company vehicles and company owned equipment without prior approval is prohibited for any purpose other than the employment and work of TA Woods, LLC. Violation of this policy can lead to disciplinary action up to and including termination of employment from TA Woods, LLC

Outside employment will present a conflict of interest if it has an adverse impact on TA Woods, LLC

#### **EMPLOYMENT STATUS & RECORDS**

#### **Employment Categories**

**REGULAR FULL-TIME:** Employees who are not in a temporary or introductory status and who are regularly scheduled to work TA Woods, LLC's full-time schedule. Generally, they are eligible for TA Woods, LLC's benefit package, subject to the terms, conditions, and limitations of each benefit program.

**PART-TIME:** Employees who are not assigned to a temporary or introductory status and who are regularly scheduled to work less than 30 hours per week. While they do receive all legally mandated benefits, such as social security and workers' compensation insurance, they are ineligible for all other TA Woods, LLC benefit programs.

**INTRODUCTORY:** Employees who performance is being evaluated to determine whether further employment in a specific position or with TA Woods, LLC is appropriate. This is typically completed as a 90-day trial performance period and may also be referred to as a probationary period.

**TEMPORARY:** Employees who are hired for a specific length of time determined by job demands, with a definite start and finish date. While they do receive all legally mandated benefits, such as social security and workers' compensation insurance, they are ineligible for all other TA Woods, LLC benefit programs.

#### **Introductory Period**

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. TA Woods, LLC uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or TA Woods, LLC may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If TA Woods, LLC determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance; the introductory period may be extended for a specified period.

During the introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. Additionally, employees may also be eligible for other TA Woods, LLC provided benefits, subject to the terms and conditions of each benefits program.

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#### EMPLOYMENT STATUS & RECORD

### **Employment Applications**

TA Woods, LLC relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

### **Personnel Data Changes**

It is the responsibility of each employee to promptly notify in writing to TA Woods, LLC of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and other such status reports should be accurate and current at all times. Failure to provide current address will result in delay in receiving W-2 at year-end.

All changes to driver's license status and all convictions of moving violations must be reported immediately in writing to the employee's supervisor. TA Woods, LLC reserves the right to designate drivers based on their personal driving record due to insurance restrictions.

#### TIMEKEEPING/PAYROLL

#### **Paydays**

Hourly employees are paid weekly and salaried employees are paid bi-weekly with payday occurring on Friday, following the last day of the pay cycle. TA Woods, LLC payroll deposits are made to the employee's account through electronic direct deposit. The pay period begins on Sunday and ends on Saturday.

If a regularly scheduled payday falls on a holiday, the electronic deposit will be made on the day before the holiday.

#### **Overtime**

All overtime work must receive the supervisor's prior authorization.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off due to sickness, vacation, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations.

## **Time Recording**

Job Supervisors are responsible for accurately recording all hours worked for all employees working on their job site. All employees should verify their time and any discrepancies should be reviewed with their supervisor for an accurate recording of hours worked. A job number is required for all time entries. See Appendix A for Time Recording Procedures

### **Travel Time and Compensation**

It is the desire of TA Woods, LLC to provide fair and equitable compensation for employees. It is the intent of this policy to address compensation when traveling to a job site which is outside of the recognized service area. As a standard business practice, TA Woods, LLC recognizes the service area to be within 60 miles of the TA Woods, LLC Wilmington local office or the employee's residence, whichever is closest.

The purpose of this policy is to define when an employee is eligible to receive compensation for travel to a work site.

When an employee's work site is within the service area as defined above, it is expected that an employee who travels from home before the regular workday and returns to his/her home at the end of the workday is engaged in ordinary home to work travel. This travel time is considered routine travel, and the employee is not due compensation for this time. However, when an employee travels beyond the service area the threshold is established, and travel time may begin at that point.

The service area will define the benchmark to establish when travel time for an employee is to begin. When a jobsite is defined as being outside of the service area an internet query will be used to determine the exact mileage from the office to the job. Once the employees have been assigned to the job an additional mileage analysis will be conducted from the home address of the assigned employee. If the mileage to the job site exceeds 60 miles from the current location (TAW Office or employee's residence) the employee is eligible to receive travel time compensation for the time traveled beyond the 60-mile threshold. Travel time compensation is paid one way only at regular hourly pay rates. If overnight stay is required a per diem rate is paid on a per night basis, based on the current established per diem rate.

### TIMEKEEPING/PAYROLL

#### **Advances and Loans**

It is not the practice of TA Woods, LLC, to extend payroll advances or loans to employees.

## **Child Support & Other Garnishments**

Most states have child support and other garnishment laws that permit employers to collect an administration fee from employees with garnished wages. These fees are intended to help offset the additional costs an employer incurs to administer the garnishment. This fee will automatically be deducted from the employee's paycheck every pay period that the child support garnishment is withheld.

Most state laws also permit the employer to collect a one-time child support garnishment set-up fee for each garnishment. The state of employment determines the fee, not the state that issued the order. This one-time set-up fee will automatically be deducted from the first paycheck from which the new child support garnishment is withheld.

Fees vary by state and will be determined at the time the garnishment is required. If you have any questions regarding these child support and/or other garnishment administration and set-up fees, please read the information provided to you in your state specific child support and/or other garnishment order. Any other questions please contact the TA Woods, LLC office.

TA Woods, LLC reserves the right to charge these fees at any time without notice.

## **Employee Benefits**

Eligible employees at TA Woods, LLC are provided a wide range of benefits. Several the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Vacation Benefits
- Holiday Pay
- Health, Dental and Vision Insurance
- 401(k) & Roth Saving Plans
- Life AD&D Insurance
- Elective supplemental Life Insurance, Accident Insurance and Short and Long-Term Disability Insurance

#### **Paid Time Off Benefits**

Paid Time Off (PTO) is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy.

- Regular full-time employees
- Part-time employees, who work at least an average 20-hour week during the year, will enjoy the same earned PTO schedule with the hours paid to be ½ of the regular full-time employee schedule.

The amount of PTO an employee receives each year will increase with the length of their employment as shown in the following schedule unless otherwise covered under individual contract:

- Employed 1-2 years (Day 90-1094) the employee is entitled to 40 hours each year.
- Employed 3-4 years (Day 1095-1824) the employee is entitled to 80 hours each year.
- Employed 5-10 years (Day 1825-4014) the employee is entitled to 120 hours each year.
- Employed 11 or more years (Day 4015 and above) the employee is entitled to 160 hours each year.

### **Paid Time Off Benefits (continued)**

The length of eligible service is calculated based on a "benefit year." Accrual will begin on an employee's first day of work. After the 90-day probation period, the employee will be able to use PTO. An employee's benefit year may be extended for any significant leave of absence.

Once employees enter an eligible employment classification, they begin to earn PTO according to the schedule. They can request use of PTO after it is earned.

PTO can be used in minimum increments of one-half day. To take PTO, employees should request advance approval from their supervisors. Requests will be reviewed based on several factors, including business needs and staffing requirements.

PTO is paid at the employee's base pay rate at the time of vacation. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials. Any unused vacation over the amount allowed to carry over into the next benefit year will be paid out to the employee.

## **Special Circumstance Time Off**

Exempt Employee Leave – In addition to the PTO and holiday leave benefits as prescribed in this handbook, employees falling in the exempt category and salaried positions will also fall under the guidance of the Exempt Employee Leave policy. This policy provides additional details for those positions which routinely work beyond 40 hours per week without provision of overtime compensation. See Appendix C for policy details.

Granted Leave - The company recognizes that events occur in which an employee may have need for paid time off beyond their current balance. The need may arise as a result of medical conditions or other unforeseen personal circumstances. In certain instances, as prescribed in the policy, an employee in good standing may request advanced leave. See appendix D for policy details.

Leave of Absence – In the event which an employee recognizes they will need an extended period of time away from work, the employee may request to take a leave of absence from the company. The employee must complete a Request for Leave of Absence form as found in appendix E Employees requesting a LOA must recognize the company cannot guarantee a position can be held in an indefinite manner for future re-employment. During the LOA, the full cost of benefits is the responsibility of the employee and will be required to be paid prior to the LOA to maintain benefits. Each request for LOA is reviewed on a case-by-case basis as defined in the policy and a decision will be rendered per each individual request. All requests are to be submitted a minimum of 30 days prior to the first day of the intended time of leave.

#### **Holidays**

- \* New Year's Day
- \* Good Friday
- \* Memorial Day
- \* Independence Day (July 4th)
- \* Labor Day
- \* Thanksgiving Day & Friday
- \* Christmas Day
- \* Day After Christmas Day

TA Woods, LLC will grant paid holiday time off to all eligible employees immediately upon completion of the 90-day introductory period. All Holiday pay will be calculated based on the employee's straight time pay rate (as of the date of the holiday) times 8 hours. Eligible employee classification(s) include:

- Regular full-time employees
- Part-time employees, who work at least an average 20-hour week during the year, will enjoy the same holiday schedule with the hours paid to be ½ of the regular full-time employee schedule.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday unless prior approval is granted. (A week's notice is required for time off request preceding or following a holiday) If for any reason an employee is sick the day preceding or immediately following a holiday, a doctor's note will be required to receive holiday pay. Employees are required to submit the doctor's note to the office prior to the end of the weekly payroll. Failure to submit a doctor's note by close of the weekly payroll will be cause of forfeiture of holiday pay and the absence will be considered unexcused.

If a recognized holiday falls during an eligible employee's paid absence (such as vacation leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime. If an employee works on a designated holiday, they will be paid holiday pay (8 hours at their regular rate of pay) plus time worked (non-exempt).

## **Bereavement Pay**

In the event of the death of a member of your immediate family, you will be granted paid leave of absence from work to attend the funeral for an absence of up to two (2) working days. (Documentation may be required) Immediate family members for purposes of granting funeral leave include your spouse, children, stepchildren, parents, legal guardian, grandparents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandchildren, spouses of children and spouses of stepchildren.

#### Health, Dental and Vision Insurance

TA Woods, LLC's health insurance plan provides employees and their dependents access to medical, dental and vision care insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan following the completion of the 90-day introductory period:

- . Regular full-time employees
- . Part-Time employees that are regularly scheduled to work a minimum of 30 hours per week as prescribed in the provisions of the Affordable Care Act

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between TA Woods, LLC, and the insurance carrier.

## **401(k) & Roth Saving Plans**

TA Woods, LLC participates in the 401(k) and/or Roth saving plans to provide employees the potential for future financial security for retirement.

Eligible employees may participate in these plans subject to all terms and conditions of the plan.

The (401) k and Roth saving plans allows you to elect how much salary you want to contribute within the plan guidelines. The company will match 100% of up to 3% and ½% for every full percent up to 5% for a total match of 4% of the employee contribution. You can direct the investment of your plan account, so you can tailor your own retirement package to meet your individual needs.

Because your contribution to a 401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 401(k) distributions.

Complete details of the 401(k) and Roth saving plans are described in the Summary Plan Description provided to eligible employees. Contact your supervisor for more information about the 401(k) or Roth plans.

#### Life and AD&D Insurance

TA Woods, LLC provides Life and AD&D Insurance to eligible employees. Please see your Summary Plan Description (SPD) booklet for further details.

#### **Supplemental Voluntary Life Insurance**

TA Woods, LLC provides the employee the opportunity to purchase Supplemental Voluntary Life Insurance in addition to the company provided Life & ADD Insurance. Please see your Summary Plan Description (SPD) booklet for further details

### **Short- and Long-Term Disability Insurance**

TA Woods, LLC provides the employee with the opportunity to purchase Short- and Long-Term Disability Insurance.

## **Accident & Injury Insurance**

TA Woods, LLC provides the employee with the opportunity to purchase Accident & Injury Insurance in the unfortunate event that an injury occurs while away from the workplace. Please see your Summary Plan Description (SPD) booklet for further details

### **Workers' Compensation Insurance**

TA Woods, LLC provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after the prescribed waiting period.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither TA Woods, LLC nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by TA Woods, LLC

## **Family Medical Leave Act**

TA Woods, LLC will provide FMLA leave as regulated under the provisions of the Family Medical Leave Act 29CFR 825. To be eligible for FMLA an employee must be a regular full-time employee with 12 months of service and at least 1,250 hours of work for the Company in the last 12 months. See Appendix D for policy details.

## **Employee Tool Purchase Program**

TA Woods, LLC provides employees with the opportunity to purchase tools that are used in their daily scope of work through an established vendor of the company using the tool purchase program. The employee may request the purchase of a tool by providing the specific brand, make and model to the Operations Manager. The tool will be purchased by TA Woods, LLC and the cost will be reimbursed to the company through payroll deduction. See Employee Purchase Policy Appendix G for details.

## **Employee Shoe Purchase Program**

TA Woods, LLC provides employees with the opportunity to purchase footwear that are used in their daily scope of work through an established vendor of the company using the shoe purchase program. The employee may request a shoe voucher from the Operations Manager. The shoes will be selected and picked up at the store by the employee. The purchase price of the shoes will be paid by TA Woods, LLC and the cost will be reimbursed to the company through payroll deduction. See Employee Purchase Policy Appendix E for details.

#### **Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, TA Woods, LLC has established a workplace safety program. This program is a top priority for TA Woods, LLC. The success of the safety program depends on the personal commitment of all employees. At TA Woods, LLC every employee is authorized to stop an unsafe act. The supervisor should then be notified of the issue for appropriate resolution. See Appendix I for Safety Philosophy of TA Woods LLC See Safety Program Manual for specific policy details.

TA Woods, LLC provides information to employees about workplace safety and health issues through regular internal communication channels such as Toolbox Talks, supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Every employee will participate in new hire safety training with defined curriculum specific to their area of responsibility. Additionally, employees and supervisors receive periodic workplace safety training classes. The training covers potential safety and health hazards, safe work practices and procedures to eliminate or minimize hazards. Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees that violate safety standards, cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment. Every employee is authorized to stop an unsafe act regardless of their position within the company.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify the appropriate supervisor. The supervisor is responsible to ensure the Operations Manager is made aware of the occurrence in a timely manner (within 24 hours). The Operations Manager will then follow the appropriate course of action to ensure employee safety, wellbeing and regulatory compliance are completed as necessary.

#### Work Schedules

The work schedule will always be based upon the job needs and workflow required to complete the job in a timely manner and on schedule. However, the normal work schedule for most employees is 7:00am – 3:30pm or 7:30am to 4:00pm, Monday through Friday as determined by the supervisor with a half hour permitted for lunch. Office support personnel hours are 8:00 am to 5:00 pm. Any changes to this schedule must be authorized. Staffing needs and operational demands may occasionally necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

While the company desires to maintain the primary footprint of our business within the service area of the triad, travel for the purpose of performing work may be necessary. At times when travel is necessary, whether for a single day or out of town stay; the work schedule may vary significantly from the standard schedule to accomplish the work objective in a timely and efficient manner. In these instances, it is expected that employees will be made aware of the schedule deviation from the routine work week prescribed above and comply with the needs of the job schedule and workflow.

#### **Break and Meal Periods**

Each workday, full-time nonexempt employees are provided with two fifteen (15) minute rest periods. Supervisors will advise employees of the regular rest period length and schedule. To the extent possible, rest periods will be provided in the middle of work periods. Since this time is counted and paid as time worked, employees must not be absent from their workstations beyond the allotted rest period time. Breaks not taken are lost at the end of each day. In the event of an emergency or unusual condition, your supervisor may ask you to change or postpone your break to finish a particular project.

All employees are provided with one meal period each workday. The company will automatically deduct 30 minutes for lunch time each day when an employee works 5 hours or more. Supervisors will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time. See Time Keeping Policy Appendix A for additional details regarding meal period deduction.

## **Inclement Weather Delayed Opening / Closings**

Based on the weather conditions it may be necessary to delay starting time and in extreme conditions complete closing of company operations may be necessary. In these situations, you may call your supervisor to get details on closing or late openings. In the event of an operational shutdown or delay in start time a text will be sent via the Text Messaging Notification System. Because of the wide geographic area served by the company and the equally large area in which employees live, it is not always possible for management to know the road conditions and existing hazards within all these areas. Therefore, the employee is ultimately responsible to determine if they can safely get to work. Each employee is urged to use discretion for their own safety. If employee is not able to report to work and a text message has not been received via the TAW Text Messaging System stating work has been delayed canceled, the employee is expected to contact their foreman and make the foreman aware of their work status. See Inclement Weather Policy Appendix J for additional details.

## Use of Telephones, Tablets, and Electronic Devices

Where employees their personal phones for work purposes will provide a reimbursement of \$50.00 a month. This equates to \$23.08 every pay cycle. The provision of a phone reimbursement is position specific. For example, a foreman lead service technician will be required to have a phone to conduct company business. The provision of the phone reimbursement does not apply to all employees, this applies only to those employees who arrequired to have a phone for work purposes. The company expects to be able to reach the employees for work related activity and to schedule work for the following day. Maintaining a phone a a an of communication is a condition of employment. Use of personal cell phones on the job site is based upon the guidance of the customer and the discretion of the foreman.

In the event—employee is assigned the—of a company tablet, laptop,—other wireless cellular device the employee may be required to reimburse, TA Woods, LLC for any charges resulting from their personal—of the company device. If a company provided device is damaged—lost, the employee may be responsible for replacement. Employees ar expected to always communicate in a courteous and professional manner regardless of the medium used

#### **Use of Equipment and Vehicles**

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using company property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines as specified in the Company Vehicle Policy Appendix K

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job. In addition to keeping the company owned vehicles in proper working order, care must be given to the cleanliness of the vehicle. Having a company vehicle is a privilege and it should always remain free of trash and debris and the outside should be kept clean. The truck represents the TA Woods, LLC image and it is the drivers' responsibility to abide by these rules when provided with a company vehicle.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment. All motor vehicle collisions and damage must be reported to the Project Manager immediately at the time of occurrence. Where the collision occurs on a public roadway, law enforcement is to be requested and emergency medical care summoned if necessary. Failure to report such actions to management or to request law enforcement can lead to disciplinary action, up to and including termination.

TA Woods, LLC will not be responsible for replacement of employee-owned tools. Employees should not leave tools on company property during non-working hours. All vehicles are to be locked while on job sites during working hours.

Company vehicles and company equipment is prohibited to be used for any purpose other than the employment and work of TA Woods, LLC. Violation of this policy can lead to disciplinary action up to and including termination of employment from TA Woods, LLC

All vehicles are equipped with Fleet Track Services which serve the purpose of monitoring vehicle operations, periodic maintenance cycles and On-board diagnostics a well a maintaining historical data of vehicle operation and maintenance. In the event of unsafe vehicle operations or repeated driver safety notifications from the Fleet Track Services or other sources disciplinary action up to and including termination may result. See Moving Vehicle Violation Policy Appendix r

#### **Distracted Driving Policy**

TA Woods, LLC has a vital interest in maintaining a safe, healthy, and efficient working environment for its employees. This includes a safe and appropriate environment while traveling on company business. Distracted driving is a serious safety risk, not only to the driver, but also to other occupants in the vehicle, other drivers on the road and pedestrians.

To reduce the risks associated with distracted driving, certain conduct is prohibited while driving a company-owned motor vehicle or while driving a personal vehicle when conducting company business, including:

- Using cell phones (hands-free / Bluetooth is permissible)
- Operating laptops, tablets, portable media devices and GPS devices
- Reading maps or any type of document, printed or electronic

Drivers must pull over to a safe location and park before checking messages, returning phone calls, text messaging, emailing, reading maps for directions or programming/resetting GPS devices. A violation of this policy will subject the employee to disciplinary action up to and including termination. See Distracted Driving Policy Appendix J

#### **Internet Usage**

Internet access to global electronic information and resources on the World Wide Web is provided by TA Woods, LLC to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via company provided electronic devices, network systems or cellular devices provided by the company are considered to be part of the official records of TA Woods, LLC and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the information contained in Internet e-mail messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet always remain the property of TA Woods, LLC. As such, TA Woods, LLC reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone based on race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

### **Internet Usage - (Cont'd)**

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by TA Woods, LLC in violation of law or TA Woods, LLC policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated activities or additional actions that are prohibited and can result in disciplinary action up to and including termination:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Posting of inappropriate content or general misuse of electronic communications through all social or professional media outlets
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions.
- Sending or posting messages or material that could damage the organization's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services.
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities
- Other activities not specifically identified above that are inappropriate, illegal or compromise the security and integrity of the company network and components.

## **Workplace Violence Prevention**

TA Woods, LLC is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, TA Woods, LLC has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees (including temporary staffers) should be always treated with courtesy and respect. Employees are expected to refrain from fighting, "horseplay," or any type of conduct or behavior that may be dangerous to others. Firearms, weapons, improvised weapons and other dangerous or hazardous devices or substances are prohibited from the premises of TA Woods, LLC including job sites and customers' facilities. Weaponizing of otherwise benign items will also fall into this category.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you must be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your work area, do not try to intercede or see what is happening.

TA Woods, LLC will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, TA Woods, LLC may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

TA Woods, LLC encourages employees to bring their disputes or differences with other employees to the attention of their supervisor before the situation escalates into potential violence. TA Woods, LLC is eager to assist in the resolution of employee disputes.

### **Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, TA Woods, LLC 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 termination of employment:

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace or Job site, while on duty, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Insubordination or failing to follow work related directives.
- Disrespectful or inappropriate conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized disclosure of business "secrets" or confidential information
- Unsatisfactory performance or conduct
- Activities which directly or indirectly disrupt daily workflow and operations.
- Disruptive behavior

Employment with TA Woods, LLC is at the mutual consent of TA Woods, LLC, and the employee, and either party may terminate that relationship at any time, with or without cause, and with or without advance notice.

## **Drug and Alcohol Use**

While on the premises of TA Woods, LLC, or an active job site and while conducting business-related activities off TA Woods, LLC premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed or over the counter medication is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

#### **Drug or Alcohol Testing**

TA Woods, LLC is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. An employee that is suspected of drug or alcohol use based upon observations, physical presentation or behavior may be requested to submit to a drug and/or alcohol screen. If an employee is involved in an accident or injury while performing services for TA Woods, LLC that results in property damage or bodily injury requiring medical treatment, the employee may be required to submit to a substance abuse screening. Compliance with this policy is a condition of employment. Refusal to submit to drug testing may result in disciplinary action, up to and including termination of employment. Participation with pre-employment drug screening will be required at time of employment.

### **Company Credit Cards**

Company credit cards should be used for company business only. Company fuel cards are to be used for TA Woods, LLC fuel purposes only. If an employee uses the company credit card for personal purchases not approved in advance, disciplinary action up to and including termination may occur.

#### **Truthfulness**

It is the utmost importance that all employees engage in truthful behavior and conversation. Truthfulness is the foundation of trust and TA Woods, LLC values the employee, customer, and the customers of our general contractors. When this trust is broken it becomes nearly impossible to defend or support our actions. When the truth is always displayed, we work better as a team, and we become a more asset to our customers. We expect every employee of TA Woods, LLC to always act in a truthful manner. Employees that are found to violate the practice of truthfulness may face disciplinary action up to and including termination.

#### Sexual and Other Unlawful Harassment

TA Woods, LLC is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex or opposite sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances
- Offering employment benefits in exchange for sexual favors
- Making or threatening reprisals after a negative response to sexual advances

### Sexual and Other Unlawful Harassment (Cont'd)

- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons, posters, or electronic media
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Verbal sexual advances or propositions
- Physical conduct that includes touching, assaulting, or impeding or blocking movements
- Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:
  - 1) Submission to such conduct is made either explicitly or implicitly a term or condition of employment.
  - 2) Submission or rejection of the conduct is used as a basis for making employment decisions, or,
  - 3) The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.
- Consensual sexual activity between individuals during working hours or while on company business is inappropriate and unacceptable and is subject to disciplinary action as is unwanted and unlawful harassment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor. If the supervisor is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact your supervisor or any other member of management. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment must immediately advise your supervisor or any member of management so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

### **Attendance and Punctuality**

To maintain a safe and productive work environment, TA Woods, LLC expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on TA Woods, LLC In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor prior to the start of their work schedule. Every attempt should be made to contact the supervisor directly.

Poor attendance and excessive tardiness are disruptive. As a guide more than two days missed in a quarter without a doctor's note or three days tardy in a quarter is excessive. Either may lead to disciplinary action, up to and including termination of employment. Absences for three consecutive days and failure to contact supervisor directly during that time, the absence will be considered a voluntary resignation.

### **Transportation and Dependability**

When you become an employee with TA Woods, LLC it is expected that you have dependable transportation to and from work. It is not the responsibility of TA Woods, LLC to provide transportation.

#### Work Attire & Company Work Wear

All employees will be provided with TA Woods, LLC logo work wear (T-shirts, sweatshirts, hoodies, etc. and a ball cap) upon starting work with TA Woods, LLC. Personal Protective Equipment (PPE) required by the company will be issued at no charge to the employee. The PPE compliment of equipment includes safety glasses, hearing protection, gloves and hard hat. Task specific PPE will be provided as necessary. Protective footwear may be purchased through the company shoe purchase program. Employees are expected to wear protective footwear as prescribed below.

Dress and personal cleanliness standards contribute to the morale of all employees and affect the business image TA Woods, LLC presents to customers and visitors. During business hours or when representing TA Woods, LLC you are expected to present a clean, neat, and tasteful appearance.

The following work attire requirements apply to field employees:

- Work boots.
- Full length pants.
- Shirts with at least 4" sleeve and free from any offensive material.

Office staff are to dress in good taste and appropriate attire for an office setting. When office staff are involved with the field site operations, they are to wear proper clothing, PPE, and footwear on site.

### **Progressive Discipline**

TA Woods, LLC's is committed to providing clear expectations for both performance and behavior of employees. Additionally, the company believes in administering equitable and consistent discipline for unsatisfactory conduct along with coaching and guidance for poor performance in the workplace. TA Woods, LLC's own best interest lies in ensuring fair treatment of all employees and in making certain that expectations are clearly understood, and disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to clarify and confirm expectations, provide corrective actions to be taken by the employee and prepare the employee for satisfactory service in the future.

Although employment with TA Woods, LLC is based on mutual consent and both the employee and TA Woods, LLC have the right to terminate employment at will, with or without cause or advance notice, TA Woods, LLC may use progressive discipline at its discretion.

Progressive discipline means with respect to most disciplinary problems, these steps will typically be followed:

- first offense may call for a coaching session for the purpose of clarifying expectations.
- second offense may be followed by a written warning.
- third offense may then lead to termination of employment

There may be circumstances when one or more steps are bypassed.

TA Woods, LLC recognizes that there are certain types of employee problems that are serious enough to justify termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct or performance that will trigger progressive discipline.

#### **Performance Management**

As a workplace philosophy, TA Woods, LLC believes that an employee is most successful when they understand the importance of their role and position within the company. In conjunction with understanding the role of their position is understanding the performance expectations of the role. As part of the hiring and interview process, the applicant candidate will participate in a skills assessment. Based upon the skills assessment a determination will be made to confirm the applicant has the skills necessary for the position they are applying to fill.

While every effort is made in the skills assessment and hiring process to properly place candidates in the role they have applied for and confirm they have the necessary skills to fulfil the role; there are times in which an employee does not meet satisfactory performance once they have been employed.

In the instance in which the performance of an employee does not meet expectations, employees will be provided with a coaching session in which their job description and clarification of performance expectations will be reviewed and explained in detail. The purpose of the coaching session is to clarify and confirm expectations, provide corrective actions to be taken by the employee and prepare the employee for satisfactory performance in the future.

Upon completion of the coaching session, if performance does not meet expectations the company reserves the option to reclassify an employee to the position which will best suit the employee's skill level. If there is not a position open which would allow reclassification of the employee, the company may determine to terminate employment.

## Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with TA Woods, LLC Although advance notice is not required, TA Woods, LLC requests at least 2 weeks written resignation notice from all employees.

Payment of accrued vacation is made as part of an employee's final pay during the next regular payroll cycle. Any outstanding balance for tools, shoes or other deductible items will be taken in total from the final pay.

## **Employment Termination**

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Since employment with TA Woods, LLC is based on mutual consent, both the employee and TA Woods, LLC have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination in the following manner. All vested benefits that are due and payable at termination will be paid.

## **Return of Property**

Employees are responsible for all TA Woods, LLC property, materials, or written information issued to them or in their possession or control. Employees must return all TA Woods, LLC's property immediately upon request or upon termination of employment. TA Woods, LLC may withhold from the employee's final paycheck the cost of any items that are not returned when required. TA Woods, LLC may also take all action deemed appropriate to recover or protect its property.