



# Restoration & Specialty Services

## A Manual of Employee Benefits & Personnel Policies

Provided by: Restoration and Specialty Services Inc.

Rev. June 2021

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# Introduction

## Welcome and Purpose

The Restoration and Specialty Services Inc. Employee Handbook establishes policies, procedures, benefits and working conditions that will be followed by all employees as a condition of their employment with Restoration and Specialty Services Inc.

Restoration and Specialty Services Inc. strives to provide an employee-friendly environment in which goal-oriented individuals thrive. Our company's commitment to serving customers and providing quality products and services is unwavering. These policies, procedures and working conditions provide a work environment in which both customer and employee interests are served.

We value our employees' talents, skills and abilities and seek to foster an open, cooperative and dynamic environment in which we can all excel. Restoration and Specialty Services Inc. provides an environment where employees are encouraged to bring ideas and challenges to any level of management.

Restoration and Specialty Services Inc. is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race or color does not affect employment decisions including hiring, promotion, development opportunities, pay or benefits. We offer fair treatment of employees based on merit and comply with all applicable federal, state and local labor laws.

Employment with Restoration and Specialty Services Inc. is on an "at-will" basis, which means that either an employee or Restoration and Specialty Services Inc. may terminate the employment relationship at any time, for any reason, with or without cause. **This handbook is not a contract of employment**, nor is it intended to create contractual obligations for the company of any kind or alter the at-will employment relationships between Restoration and Specialty Services Inc. and our employees. Only a written agreement, signed by the President of Restoration and Specialty Services Inc. can change the at-will nature of the employment of any individual.

The policies and procedures outlined will be applied at the discretion of Restoration and Specialty Services Inc. management. As such, Restoration and Specialty Services Inc. may deviate from the policies, procedures, benefits and working conditions described in this handbook. The company may also withdraw or change the policies, procedures, benefits and working conditions described in this handbook at any time, for any reason. While it is our goal to provide employees with notice of such changes, prior notice is not required before a change is implemented. Throughout an employee's employment with Restoration and Specialty Services Inc., it is his or her responsibility to remain up to date on company policies, procedures, benefits and working conditions—both published and unpublished.

No provision in this handbook can be waived without written permission from Restoration and Specialty Services Inc.'s President or designee. Please review the policies, procedures, working conditions and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to, abide by and acknowledge your receipt of this employee handbook.

## At-Will Employment Statement

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all of the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resources Department.

Neither this handbook nor any other Restoration and Specialty Services Inc. document confers any contractual right, either expressed or implied, to remain in Restoration and Specialty Services Inc.'s employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not set for any specific time and may be terminated at will, with or without cause and without prior notice by Restoration and Specialty Services Inc., or you may resign for any reason, at any time. While there may be a disciplinary process in place, in certain situations, the Company may make the decision to terminate you without first taking these disciplinary steps.

No supervisor or other representative of Restoration and Specialty Services Inc. (except the President, in writing) has the authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies and benefits described here may be modified or discontinued from time to time. We will make every attempt to inform you of any changes as they occur.

Some of the subjects described here are covered in detail in official benefit policy documents. You should refer to those documents for specific information since this handbook only briefly summarizes those benefits. Please note that the terms of the written insurance policies are controlling.

## Mission Statement

Our mission is to retain and expand our customer base through superior, personalized service.

To fulfill this mission, we are committed to doing the following:

- Providing competitively priced products and high-quality service
- Being up to date on new technologies that may benefit us
- Rewarding employee achievement
- Serving and supporting the community
- Building partnerships
- Exceeding customer expectations

We have carefully selected you as a staff member because we believe that you can provide the high-quality service that continually makes us the best in the business. We believe that consistent, ethical and quality performance in all of our endeavors is the key to success and will result in loyal, mutually beneficial relationships. As a member of our staff, dedication to providing the best service to our customers should be your top priority.

# Employment Policies



## Americans with Disabilities Policy

The Americans with Disabilities Act (ADA) is a federal law that prohibits employers with 15 or more employees from discriminating against applicants and employees with disabilities. It also requires employers to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job functions of the position.

Restoration and Specialty Services Inc. complies with all applicable laws concerning the employment of individuals with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). The company does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

When a job applicant with a disability requests accommodation that can be reasonably provided without creating an undue hardship or causing a workplace safety risk, he or she will be given the same consideration for employment as any other applicant.

Restoration and Specialty Services Inc. will reasonably accommodate qualified individuals (candidates and employees) with disabilities so that they can perform the essential functions of a job, unless the requested accommodations result in the following:

- A direct threat to the safety or well-being of the individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation; or
- An undue hardship to Restoration and Specialty Services Inc.

Individuals who are currently using illegal drugs are excluded from coverage under the company ADA policy.

The Human Resources department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety, direct threat and undue hardship issues. Contact them at [Contact@restorationandspecialty.com](mailto:Contact@restorationandspecialty.com) with any questions or requests for accommodation.

## Employment Termination Policy

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee
- Termination—involuntary employment termination initiated by Restoration and Specialty Services Inc.
- Layoff—involuntary employment termination initiated by Restoration and Specialty Services Inc. for non-disciplinary reasons

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by Restoration and Specialty Services Inc. and your co-workers. This notice should be in the form of a written statement.

If you fail to report to work for two consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.

Furthermore, any outstanding financial obligations owed to Restoration and Specialty Services Inc. will also be deducted from your final check, given your prior written permission. If your final check does not sufficiently cover the money owed to the company, you will remain liable for that amount.

A meeting between you and your immediate manager will take place prior to your last day of work. Parking passes, uniforms, office keys, company equipment and building passes must be returned at this time, along with all other company property and confidential information.

If you leave Restoration and Specialty Services Inc. in good standing, you may be considered for re-employment. If you are re-hired within 90 days of termination, new hire paperwork will not need to be filled out. If you are re-hired more than 90 days from your termination, all new hire paperwork will need to be filled out.

Except as required by law or by separate agreement, employee salary will end on the date of termination. Medical Benefits will be active thru the end of the month of termination.

Upon resigning from Restoration and Specialty Services Inc., you should continue to provide the company with an accurate address for at least one year for tax purposes.

## Equal Employment Opportunity

Restoration and Specialty Services Inc. provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age, disability or genetics. In addition to federal law requirements, Restoration and Specialty Services Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any form of workplace harassment based on race, color, religion, sex, pregnancy, sexual orientation, gender identity or expression, national origin, age, genetic information, disability or veteran status is expressly prohibited.

We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to ensuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. Human Resources serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

Please contact Human Resources at [Contact@restorationandspecialty.com](mailto:Contact@restorationandspecialty.com) with questions or concerns.

## Internal Transfer/Promotion Policy

The company strives to retain employees through an environment that creates opportunity and encourages advancement. It is our goal to allow employees to fully use and develop their skills.

When a position becomes available, current employees are welcome to apply, as are external candidates. All staffing decisions will be made with the position goals in mind, with the desire to hire the most-qualified individual being paramount.

At times, positions may be filled internally without being posted. This could relate to a business need or a planned career progression that includes an employee being assigned new responsibilities.

Transfers can be either management- or employee-initiated. They are determined by business needs and employee qualifications. Employees being considered for transfer will be given the opportunity to provide input; however, an employee should not be approached by management without the knowledge of his or her supervisor and Human Resources. Transfers will be made in a manner that disrupts ongoing operations as little as possible.

In order to be considered for a transfer or promotion, you must complete the Internal Transfer/Promotion Application form and submit it to Human Resources with your supervisor's signature. After the interview process is complete, if you are selected for the position, you will receive documentation and the transition process will begin.

## I-9 Immigration Reform Policy

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, Restoration and Specialty Services Inc. must terminate his or her employment.

Please contact Human Resources with questions or concerns.

# Workplace Conduct

## Code of Ethics Policy

Restoration and Specialty Services Inc. maintains specific policies in an attempt to assist employees in adhering to certain standards of conduct. These policies are in place to preserve the Company's reputation and prevent adverse consequences to all parties involved. This particular policy is designed to establish standards of conduct with respect to payments and political contributions.

### Prohibition of Improper Payments

The Company requires all employees to only use lawful practices involving payments to customers, political parties, officials, candidates or governmental authorities. As a result, kickbacks and bribes offered with the intent of inducing or rewarding specific buying decisions or actions are strictly prohibited. No Company employee may offer to make direct or indirect payments of value in the form of compensation, gifts or contributions to any of the following:

- Persons or firms employed by or acting on behalf of a customer (private or governmental) for the purpose of rewarding favorable actions in a transaction on behalf of the Company.
- Any governmental officials, political parties or officials of a party or candidate for political office, for the purpose of rewarding favorable actions or influence of the official, party or candidate on behalf of the Company.

These restrictions are not applicable to ordinary, reasonable business entertainment expenses and gifts of no substantial value. Management should exercise sound judgment and discretion with regard to controlling and authorizing these business expenses on a regular basis.

### Political Contributions

The Company will not make any contributions to any political party or candidate for political office in violation of federal or state law.

### Reporting to Management

Any employee who must authorize, make or agree to a payment that may be contrary to this policy must report this information to his or her supervisor or to the Company's legal counsel immediately. If an employee learns that a coworker is engaging in conduct contrary to this policy, the employee must report this information to his or her supervisor or the Company's legal counsel immediately as well. Management personnel who receive a report will promptly discuss the issue with legal counsel for further investigation.

### Antitrust Laws

Antitrust laws are relevant to many business decisions, and those who engage in illegal actions against such laws are subject to fines and imprisonment. Management will help guide employees in abiding by antitrust decrees applicable to the Company. The Company intends to comply with all U.S. antitrust laws applicable to normal business operations and will hold employees responsible for abiding by these laws as well.

In compliance with Section I of the Sherman Antitrust Act:

- No employee may enter into an agreement (expressed or implied, formal or informal, written or oral) with any competitor restricting any of the following conditions or business offerings:
  - Prices
  - Costs

- Profits
  - Offerings of products and services
  - Terms of sale conditions
  - Production or sales volume
  - Production capacity
  - Market share
  - Quote decisions
  - Customer selection
  - Sales territories
  - Distribution methodology
- No employee may enter into an agreement with a purchaser or lessee restricting the right of the purchaser or lessee to determine the price to resell or lease the product in question. Employees may also not enter into such agreements when the Company is the purchaser or lessee in the agreement.

The following situations may be in violation of antitrust laws under certain circumstances. Employees may not enter into these agreements without consulting legal counsel in advance and obtaining clearance to enter into such agreements.

- Agreements with customers or suppliers regarding the sales or purchases of reciprocal purchases or sales by customers or suppliers.
- Agreements with purchasers or lessees of products of the Company that would restrict customers from using or reselling products as they choose to do so.
- Agreements with any party that would restrict all parties involved to manufacture a product or provide a service to a third party.

#### **Exchange of Information with Competitors**

Communication with competitors would be an infringement of antitrust laws, specifically if the communication is accompanied by some action. The prohibitions of this policy are intended to avoid antitrust infringements. Under this policy, no employee may discuss information on any subject with a competitor or another third party acting on behalf of a competitor to remain compliant with Section I of the Sherman Antitrust Act, unless the Company's legal counsel determines that the communication would not violate antitrust laws.

When participating in trade associations and other meetings with competitors, employees may not attend:

- Unauthorized meetings with competitors.
- Meetings where the communication with competitors is in violation of the paragraph above.
- Meetings for trade associations held to discuss business without adhering to the formal rules established by the trade association for its meetings.



Employees must recognize that participating in development and product certification events impacting competitors or suppliers may initiate antitrust violations. Consult with the Company's legal counsel before attending any event that may develop standards or certify products with competitors.

**Violations of this Policy**

If an employee violates this policy, he or she may be subject to termination or other disciplinary action to prevent future violations. The following individuals may be subject to disciplinary action or termination:

- Employees who are in direct violation of this policy.
- Employees who deliberately withhold information concerning the violation of this policy or fail to report a violation of this policy.
- Management personnel who fail to report violations of this policy by their subordinates.

If an employee is accused of violating antitrust laws, yet he or she did consult legal counsel and acted in good faith, the employee may not face disciplinary action under this policy. The Company may also assist in the employee's defense, within the confines of the law.

## Complaint Policy

Restoration and Specialty Services Inc. strives to be responsive to our employees' concerns. We understand that problems, misunderstandings and frustrations may arise from time to time. Therefore, we encourage open communication. Any concerns employees have should be promptly reported to management so that a solution may be devised. To facilitate this, an employee may use the procedure outlined in this policy to resolve or clarify his or her concerns.

All complaints should be made in good faith.

Step 1: The employee should discuss the situation with his or her immediate supervisor. If the issue involves the employee's supervisor, the employee may discuss it with another member of management or Human Resources. The supervisor or other member of management should respond to the employee within five working days of meeting with the employee about this issue.

Step 2: If the issue is not resolved to the mutual satisfaction of the employee and supervisor, or if the supervisor fails to respond within five working days, the employee may submit a written complaint to Human Resources. The employee may ask Human Resources for assistance in writing the complaint. The employee has five working days from when the initial decision was received to submit this second-level complaint.

The written complaint should include:

- An explanation of the incident and the date the incident occurred
- Suggestions for ways to resolve the problem
- A copy of the immediate supervisor's written response or a summary of his or her verbal response and the date when the employee met with the supervisor. If the supervisor provided no response, this should be stated.

Upon receipt of the complaint Human Resources will schedule a meeting with the employee. This meeting will take place within five working days of receiving the complaint. Within five working days of this meeting, the director/department head should issue a decision orally and in writing to the employee.

Step 3: If the employee is dissatisfied with the decision received through Step 2, he or she may appeal the decision. Appeals must be submitted, in writing, to Human Resources within five days of receiving the decision.

Human Resources may meet with the parties involved to facilitate a resolution. Human Resources will submit a final resolution to the President for his or her approval. Then, the final decision will be provided to the employee both in writing and orally. Human Resources will provide the employee with the final decision no more than 15 working days from the date it was received. The decision cannot be appealed beyond this step.

Examples of some complaints employees may have:

- Suggestions for improvement
- Concerns about working conditions
- Issues with co-workers
- Concerns about treatment at work

If an employee fails to appeal from one step to the next within the time limit of five working days, the issue will be considered settled based on the last decision provided.

Restoration and Specialty Services Inc. reserves the right to impose disciplinary action for any conduct it considers disruptive or inappropriate. The circumstances of each situation may differ, and the level of management action may vary depending on the factors of the situation.

No Restoration and Specialty Services Inc. employee will be subject to retaliation for filing a complaint under this policy.

When a complaint is voiced, management will do its best to remedy the situation. Every employee may not be satisfied with every solution; however, employee input is valued and Restoration and Specialty Services Inc. wants to foster an environment where all employees feel comfortable reporting their concerns.

## Disciplinary Action Policy

Disciplinary actions may entail verbal, written and final warnings, suspensions and termination. Not all of these actions may be followed in all instances. Restoration and Specialty Services Inc. reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. All disciplinary actions will be documented; documentation will be placed in personnel files.

Restoration and Specialty Services Inc. reserves the right to take any disciplinary action the company considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some examples where immediate termination could result. This list is general in nature and is not intended to be all inclusive:

- Discourtesy to a customer, vendor or the general public resulting in a complaint or loss of good will
- Refusal or failure to follow directions from management; insubordination
- Breach of confidentiality relating to employer, employee, customer or vendor information
- Altering, damaging or destroying company property or records, or another employee's property
- Dishonesty
- Providing false or misleading information to any company representative or in any company records, including the employment application, benefits forms, time cards, expense reimbursement forms and similar records
- Fighting or engaging in disorderly conduct on the company's or a customer's premises or off-site while representing the company
- Violations of any of company's employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest and code of conduct
- Conduct or performance issues of a serious nature
- Failure of a drug or alcohol test

## Drug-Free Workplace Policy

We recognize alcohol and drug abuse to be potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this Drug-free Workplace Policy is a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises or in any vehicle used for Company business must notify the Company no later than five days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

Disciplinary action will be taken for drug-related crimes, regardless of whether they happened during working hours or on an employee's own time.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

## Drug and Alcohol Testing Policy

Restoration and Specialty Services Inc. is committed to protecting the safety and well-being of all employees in our workplace. We recognize that alcohol abuse and drug abuse pose a significant threat to our goals. We have established a drug-free workplace policy that balances our respect for individuals with the need to maintain an alcohol- and drug-free environment.

Any individual who conducts business for Restoration and Specialty Services Inc. or applies for a position with the company is covered by our drug-free workplace policy. Our policy includes, but is not limited to, full-time employees, part-time employees, volunteers, contractors, interns and applicants. Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Restoration and Specialty Services Inc. Therefore, this policy applies during all working hours, whenever an individual is conducting business or representing the company, and while an individual is on call, on company property and at company-sponsored events.

It is a violation of this policy to use, sell, possess, trade and/or offer to sell alcohol, illegal drugs or intoxicants. In accordance with the federal Drug-Free Workplace Act, individuals convicted of a criminal drug violation, including misdemeanors, occurring on company property or company time must notify Restoration and Specialty Services Inc. within five calendar days of the conviction. This includes any findings of guilt, pleas of "no contest" and impositions of fines, jail sentences or other penalties. The company will take appropriate action within 30 days of notification.

### Disciplinary Actions

Employees who test positive for drugs and/or alcohol, or who refuse to submit to testing, will be subject to disciplinary action(s), up to and including termination. No employee who tests positive for drugs and/or alcohol will be allowed to return to work until he or she has done the following:

- Received certification from a qualified medical professional that he or she is free from drug and/or alcohol use
- Taken a drug and/or alcohol test, received negative test results and consented to follow-up testing

### Testing

Employees are subject to drug and alcohol testing at any time, with or without notice.

To ensure accuracy and fairness, all testing will be conducted according to Substance Abuse and Mental Health Services Agency (SAMHSA) guidelines, where applicable, and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

- *Reasonable Suspicion Testing:* If there is suspicion that an employee is under the influence of drugs and/or alcohol while on company property or time, the employee will be required to take a drug and/or alcohol test. Reasonable suspicion will be based on observable instances or actions such as, but not limited to, the following:
  - Dangerous conduct
  - Unexplained decrease in job performance
  - Hostile interpersonal relations
  - Possession of drug paraphernalia
  - Noticeably reduced short-term memory
  - Physical symptoms (including bloodshot eyes, slurred speech and vomiting)
  - Anxiety
  - Inability to concentrate
- *Post-accident Testing:* Every employee who is directly involved in, or whose actions contributed to, an accident on the job must submit to a drug and/or alcohol test as soon as possible after the incident occurs. Accidents include all Occupational Health and Safety Administration (OSHA) recordable incidents, actions or omissions that result in near-miss accidents and accidents involving injury requiring first aid or off-site medical attention. Accidents also include property damage caused by human error.
- *Follow-up Testing:* Employees who have tested positive for drugs and/or alcohol, and employees who have attended drug and/or alcohol-related counseling may not return to work until they have successfully passed a drug and/or alcohol test. Employees who return to work will be subject to follow-up tests, all of which will be unannounced.

Any employee who tests positive will be immediately removed from duty.

Each of the following actions constitutes a refusal to submit to testing:

- Failure to provide an adequate urine, blood, breath or saliva specimen for a drug and/or alcohol test without a valid medical explanation
- Failure to be escorted to a testing facility
- Tampering with, adulterating or diluting a specimen
- Refusing to sign a Chain of Custody form at the testing facility

Employees do have the option to refuse to submit to drug and/or alcohol tests; however, doing so will constitute a violation of this policy. Refusal to take a drug and/or alcohol test will also be considered a positive test result, which subjects the employee to disciplinary action(s).

### **Collection of Specimens and Testing**

Restoration and Specialty Services Inc. subscribes to the collection and testing procedures outlined by SAMHSA (Substance Abuse and Mental Health Services Administration). This protocol protects the privacy and confidentiality of the employee. Under certain circumstances, protocol requires that specimen donors provide a fresh specimen in the presence of a witness; however, this only occurs if there is suspicion of any of the following:

- The specimen is not from the donor
- The specimen was altered or tampered with
- The donor adulterated the previous specimen

All specimens collected for drug and/or alcohol testing will be processed using employees' Social Security numbers as identification to ensure confidentiality.

### **Necessary Forms**

Specimens will be tracked using a Custody and Control Form from the point of submission through destruction. Employees submitting specimens will be required to sign the Custody and Control Form. If an employee does not sign this form, a retest will be requested. An employee who refuses to sign after it is requested of him or her will be considered as having refused testing and will be subject to disciplinary action.

### **Laboratory Testing**

All drug and/or alcohol testing will be conducted in a laboratory certified by the U.S. Department of Health and Human Services (HHS). Restoration and Specialty Services Inc.



No specimen will be considered positive until it has been confirmed at the level established by HHS. If no established levels have been set by HHS for a tested substance, Restoration and Specialty Services Inc. will hold the testing facility responsible for establishing an acceptable level.

Test results for alcohol revealing a blood alcohol content of .04 or greater will be considered positive.

### **Results**

Positive test results will be reported to the Medical Review Officer (MRO), who will then contact the employee to discuss the results. Should the MRO be unable to contact the employee, he or she will contact Restoration and Specialty Services Inc. for assistance. If the MRO cannot make contact with the employee within five days of testing or the results reveal a major safety concern, the MRO may disclose positive test results to Restoration and Specialty Services Inc. At that point, Restoration and Specialty Services Inc. reserves the right to take the employee off active duty until the MRO is able to contact the employee. When the MRO does contact the employee, and only if he or she can provide a viable reason for why the test came back positive, then the positive test result will be reported to Restoration and Specialty Services Inc. as negative.

### **Use of Prescription Medications**

Nothing in this policy prohibits the appropriate use of prescription medication as legally prescribed by a licensed physician. If an employee is taking prescription medication with potential side effects that may infringe on the safety of the employee or others, he or she must notify Restoration and Specialty Services Inc. Failure to do so may result in disciplinary action, up to and including termination.

Restoration and Specialty Services Inc. may contact the employee's physician to investigate whether it is necessary to impose restrictions on job duties as a result of the employee's use of prescription medication. If Restoration and Specialty Services Inc. and the physician determine that the employee should be removed from performing his or her job duties, Restoration and Specialty Services Inc. will notify the employee immediately.

### **Confidentiality**

Results of all drug and/or alcohol testing will be kept separate from employee personnel files and treated as confidential information. No results, whether positive or negative, will be shared with anyone outside of the employee's direct supervisory chain of command, except when necessary for treatment or physician confirmation purposes.

NOTE: Restoration and Specialty Services Inc. may disclose the results of a drug and/or alcohol test to decision-makers in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee.

## Harassment Policy

Restoration and Specialty Services Inc. is committed to providing a workplace free from discrimination, harassment and retaliation. Therefore, Restoration and Specialty Services Inc. will not tolerate harassment of any type based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability, or genetic information and other characteristics protected under state, federal or local laws. Such conduct in any form is prohibited in the workplace, at work-related functions or outside of work if it affects employees in the workplace. This policy applies to all employees, clients, customers, guests, vendors and persons doing business with Restoration and Specialty Services Inc.

All employees must ensure they understand this policy and their obligations. Whether an employee's conduct violates this policy will be based on how an employee's conduct is received and whether a reasonable person would find the conduct to be in violation of the policy.

Harassment is defined as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where:

- Enduring the offensive conduct becomes a condition of continued employment; or
- The conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive.

Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing discrimination charges, testifying or participating in investigations, proceedings or lawsuits under these laws, or for opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name-calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker or a non-employee.
- The victim does not have to be the person harassed, but can be anyone who is affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Appropriate performance reviews, counseling or discipline by your supervisor do not constitute harassment.

If you feel that you are being harassed, you should take the following steps:

- Tell the harasser that his or her actions are not welcome and that they must stop, if you feel comfortable enough to do so.
- Report the incident immediately to your supervisor or Human Resources representative.
- Report to your supervisor or Human Resources representative any additional incidents or retaliation that you experienced.

All reports will be investigated immediately and thoroughly. To the extent possible, complaints and actions taken to resolve complaints will remain confidential except to those individuals who need the information to investigate, educate, or take action in response to the complaint. Appropriate actions will be taken to stop and remedy such conduct, including interim measures during a period of investigation.

Retaliating or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. Employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

## Sexual Harassment Policy

Restoration and Specialty Services Inc. prohibits sexual harassment of all kinds. This policy applies not only to employees, but also to clients, customers, guests, vendors and anyone else doing business with Restoration and Specialty Services Inc. Any employee who feels that he or she has been a victim of sexual harassment, or who believes that he or she has witnessed sexual harassment, should (if you feel comfortable doing so) directly and immediately inform the harasser that the conduct is unwelcome and that he or she must stop. The victim should also notify Human Resources immediately.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, offensive remarks about a person's sex, and other verbal or physical conduct of a sexual nature. Such activities are illegal when:

- Submission is made a term or condition, either explicitly or implicitly, of an individual's employment
- Submission to or rejection by an individual is used as a factor in decisions affecting that individual's employment
- Their purpose or effect interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment

Sexual harassment includes many forms of offensive behavior, including the harassment of a person of the same gender as the harasser. The harasser can be the victim's supervisor, an agent of the employer, a supervisor in another area, a co-worker or a non-employee. The victim does not have to be the person harassed but could be anyone affected by the offensive conduct. Examples of sexual harassment include, but are not limited to, the following:

- Unwelcome sexual flirtation, advances or propositions
- Verbal comments related to an individual's gender or sexual orientation
- Explicit or degrading verbal comments about another individual or his or her appearance
- The display of sexually suggestive pictures or objects in any workplace location, including transmission or display via computer
- Any sexually offensive or abusive physical conduct
- The taking of or the refusal to take any personnel action based on an employee's submission to or rejection of sexual overtures
- Displaying cartoons or telling jokes which relate to an individual's gender or sexual orientation

It is important to Restoration and Specialty Services Inc. that all employees are protected from harassment. Any incidents that are perceived as harassment will be investigated and appropriate action will be taken by Restoration and Specialty Services Inc.

## Standards of Conduct Policy

Restoration and Specialty Services Inc. adopts this policy to ensure orderly operations and to provide the best possible work environment. Restoration and Specialty Services Inc. expects employees and others who may be engaged to provide services from time to time (such as temporary personnel, consultants and independent contractors) to adhere to these standards of conduct while on company premises, attending company functions or otherwise performing work-related activity and representing Restoration and Specialty Services Inc..

Restoration and Specialty Services Inc. is responsible for providing a safe and secure workplace and strives to ensure that all individuals associated with our company are treated in a respectful and fair manner. While not intended to list all the forms of behavior that are considered unacceptable, the following are examples of conduct that may result in disciplinary action:

- Theft or inappropriate removal or possession of property
- Falsification of records, including timekeeping
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, sale, transfer, distribution or use of alcohol or illegal drugs in the workplace, while representing the company, or while operating employer-owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of company, customer or co-worker property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment or touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones or other company equipment
- Using company equipment for purposes other than business
- Unauthorized disclosure of confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

Any employee who deviates from these rules and standards will be subject to disciplinary action, up to and including termination of employment.

## Violence in the Workplace Policy

It is Restoration and Specialty Services Inc. policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, the company will not tolerate violence or threats of violence of any form in the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to company employees, clients, customers, guests, vendors and persons doing business with Restoration and Specialty Services Inc.

It is a violation of this policy to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intimidation or intent to harm persons or property. Examples include but are not limited to the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (e.g., in writing or by phone, fax or email)
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of another individual
- Any other conduct or acts that management believes represent an imminent or potential danger to safety or security

Anyone with questions or complaints about behaviors that fall under this policy may discuss them with a supervisor or a Human Resources representative. The company will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination. When such actions involve non-employees, the company will take action appropriate for the circumstances. When appropriate, the company will also take any legal actions available and necessary to stop the conduct and protect the company, our employees and property.

## Weapons in the Workplace Policy

Unless prohibited by state law, Restoration and Specialty Services Inc. prohibits the possession of firearms or any other lethal weapon on Company property, in a vehicle being used on Company business, in any company-owned or leased parking facility or at a work-related function. This applies to all employees, visitors and customers on Company property, even those who are licensed to carry weapons. The only exception to this is an employee who is required to possess weapons in order to fulfill his or her job duties.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles and bb guns)
- Knives (switchblades, gravity knives or any knife with a blade longer than three inches)
- Metal knuckles
- Bows and arrows
- Tasers

We prohibit weapons to ensure the safety and security of all employees and persons visiting the Company. Any employee found in violation of this policy will be subject to disciplinary action, up to and including immediate termination. If you have questions or concerns regarding this policy, please contact Human Resources at [Contact@restorationandspecialty.com](mailto:Contact@restorationandspecialty.com)

## Workplace Bullying Policy

Restoration and Specialty Services Inc. is committed to providing a safe and healthy work environment for all employees. As such, the company will not tolerate bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working, attending work functions and traveling on business.

Bullying is defined as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others, at the workplace or in the course of employment. Such behavior violates Restoration and Specialty Services Inc. policies, which state that all employees will be treated with dignity and respect.

Bullying can be intentional or unintentional. However, when an allegation of bullying is made, the intention of the alleged bully is irrelevant and will be given no consideration when a complaint is investigated. It is the effect of the behavior that will be considered.

Bullying can be:

- Verbal bullying: slandering, ridiculing or maligning a person or his or her family or associates; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- Physical bullying: pushing, shoving, kicking, poking, tripping, assaulting or threatening to assault, damaging a person's work area or property.
- Gesture bullying: nonverbal threatening gestures; glances that can convey threatening messages.
- Exclusion: unintentionally disregarding a person or excluding a person from work-related activities.

The following are examples of some, but not all, behavior that may constitute or contribute to evidence of bullying:

- Repeatedly singling out a person.
- Pointing at or raising your voice at an individual, whether in public or private.
- Shutting a person out; not allowing him or her to speak or express him- or herself (ignoring or interrupting); interfering with email or other forms of communication; not including him or her in meetings.
- Humiliation in any form; verbal or obscene gestures, personal insults or offensive nicknames.
- Constant criticism unrelated or minimally related to job performance; public reprimand.
- Hampering an individual's ability to do his or her work; assigning menial tasks not aligned with normal job duties; taking credit for another's work or ideas.
- Spreading rumors or gossiping about another.

Bullying can have devastating results to the individual and the workplace. If you are subjected to bullying, or witness or suspect bullying is taking place, report it to your supervisor and/or to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) immediately. All suspected incidents of bullying will be thoroughly investigated and disciplinary measures will be taken accordingly.



## Diversity Policy

We encourage and welcome diversity, recognizing it as a key competitive advantage. The value of different backgrounds and perspectives should not be overlooked. Having a diverse workforce assists us in looking at all situations from a variety of angles and encourages the development of innovative ideas and solutions. Embracing and understanding what each employee's background and perspective can contribute gives us a competitive edge.

Some types of diversity are as follows:

- Life experience
- Work experience
- Perspective
- Culture
- Ethnicity
- Gender
- Age

Respecting each individual and recognizing the value that we each bring to our team is essential. By creating a supportive environment that allows everyone to perform to his or her potential, we achieve success.

# Employee Benefits

## COBRA Benefits Policy

Restoration and Specialty Services Inc. complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This federal law gives covered employees (and their dependents) who have lost health benefits the right to continue group health plans for limited periods of time under certain circumstances (called “qualifying events”). All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

Qualifying events for employees that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying events for spouses that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee’s employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for spouses that allow up to 36 months of benefit continuation:

- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying events for dependent children that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for dependent children that allow up to 36 months of benefit continuation:

- Loss of dependent child status under the plan rules
- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) within 60 days to maintain his or her COBRA rights. Within 14 days of that notification, Human Resources will provide enrollment materials to the employee or covered dependent.

The covered employee or dependent has 60 days from either the date that coverage would ordinarily have ended under the plan due to a qualifying event or the date of notification, whichever comes later, to elect continuation of coverage. Election of coverage is established by completing and returning enrollment materials to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

COBRA premiums will be billed by the applicable insurance provider. The first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation coverage will end after 18 months if the qualifying event was a termination or reduction in hours, unless the qualified beneficiary is disabled at the time of the qualifying event, in which case coverage may extend to 29 months. For all other qualifying events, continuation coverage will end after 36 months.

Early termination of COBRA continuation coverage will occur if:

- Restoration and Specialty Services Inc. discontinues its insurance plan;
- The qualified beneficiary fails to make a premium payment in a timely fashion; or
- The person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

## Employer-Offered Insurance Policy

Restoration and Specialty Services Inc. provides group health insurance plans to all active employees who are normally scheduled to work 30 or more hours per week (“Eligible Employees”). Details concerning available plans, level of coverage and premium costs are available from Human Resources.

Insurance coverage begins on the 91<sup>st</sup> day of hire. All necessary enrollment forms must be completed by the employee before this date. Current part-time employees who become full-time employees will be notified by Human Resources when they are eligible to enroll.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by Restoration and Specialty Services Inc., will be outside the plan. The only exception to this is in the case of a life qualifying event for an applicable benefit. Some common life qualifying event include changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the life qualifying event, as described in the plan.

As a result of termination, a reduction in work hours or in the event that an employee goes on military leave or takes another extended leave of absence, an employee may be eligible to continue the company’s group coverage by paying the monthly premium. More information will be provided when an employee becomes eligible for continuation coverage.

**Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.**

Enrollment in group insurance is voluntary. There will be no increase in wages if an employee waives coverage. For inquiries, contact the Human Resources department at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

## Dependent Eligibility Requirements and Domestic Partnership Policy

Restoration and Specialty Services Inc. Restoration and Specialty Services Inc. currently offers health insurance to Eligible Employees' child(ren) (up to the age of 26 years including those child(ren) who are adopted or there is legal guardianship), spouse, and/or domestic partner (as defined below), whether those partners are of the same or opposite sex, at the Eligible Employee's own cost.

Premiums for domestic partners must be paid with after-tax dollars; the IRS does not recognize partners other than legally married spouses. In order to qualify as a domestic partner under this policy, an employee will be asked to sign a statement testifying that he or she lives in an exclusive and mutually committed relationship, similar to a recognized marriage. In addition, the employee is required to state that both individuals are:

- 18 years of age or older;
- Mutually responsible for each other's welfare and financial obligations to third parties; and
- Not legally married to other people and not related in any way that would prohibit marriage according to state laws.

To register or terminate a domestic partnership, please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com)

**Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.**

## Employment Taxes & Voluntary Deductions Policy

As an employee of Restoration and Specialty Services Inc., you are responsible for paying federal, state and local taxes. This includes income, Social Security and Medicare taxes. These taxes will be automatically withdrawn from each of your paychecks at a rate that is determined by the number of deductions you claim on the W-4 Form.

You are also eligible to receive benefit coverage. Should you choose to enroll in the offered benefits program, you will be required to pay a portion of the premium cost. Your total annual contribution cost for the coverage you select will be divided by the number of pay periods in the Plan Year to determine the amount that will be deducted (on a pre-tax basis) from each of your paychecks.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by Restoration and Specialty Services Inc. will be outside the plan. The only exception to this is in the case of a qualifying life event for an applicable benefit. Some common qualifying life events include changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the qualifying life event, as described in the Plan.

The employment taxes, union dues/fees (where applicable) and voluntary deductions described above will continue to be deducted from your paycheck until changes are made to the number of deductions you claim, or until you change your benefit elections. There is a possibility, however, that your contributions for Medical Insurance Benefits will be automatically increased or decreased for changes.

# Time Away From Work



## Communicable Disease Policy

A communicable disease is a disease that can be transmitted from one individual to another via: (1) direct physical contact, (2) the air (cough, sneeze or inhaled particle), (3) through a transmission vehicle (either ingested or injected) or (4) through a vector (animals or insects). Examples of some of the most common communicable diseases include measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV), AIDS, AIDS-related complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis (TB). This definition may be broadened in accordance with the recommendations and information provided from the Centers for Disease Control and Prevention (CDC).

Restoration and Specialty Services Inc. will make decisions involving those with communicable diseases based on medical information concerning the disease in question, the risks of transmission to others, symptoms and any special circumstances of the individuals involved. The company will weigh potential risks and available alternatives before making any decisions.

### Reporting Procedure

Those employees who demonstrate signs or symptoms of a communicable disease that poses a credible threat of transmission in the Restoration and Specialty Services Inc. workplace should report that potential infection or disease immediately to the Human Resources department at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com). The employee is then responsible for keeping Restoration and Specialty Services Inc. informed of his or her condition that may require extended care, missed work, etc. The employee may also be required to provide written documentation from a physician to return to the worksite.

### Hiring and Employment

Restoration and Specialty Services Inc. will not discriminate against job applicants or employees with a communicable disease. These individuals will not be denied access to the worksite solely because they have a communicable disease, but may be excluded from company facilities, programs and functions if Restoration and Specialty Services Inc. determines that restriction is necessary to protect the welfare of the infected individual or the welfare of others.

Restoration and Specialty Services Inc. will comply with all applicable statutes that protect the privacy of individuals with communicable diseases.

Abuse of this policy will result in disciplinary action up to and including termination. Restoration and Specialty Services Inc. reserves the right to revise this policy without notice during changing pandemic conditions.

## Contagious Illness Policy

Restoration and Specialty Services Inc. realizes that employees with contagious temporary illnesses, such as influenza, colds and other viruses, need to continue with normal life activities, including working. However, we also seek to maintain a healthy workplace for our employees and customers.

In deciding whether an employee with an apparently short-term contagious illness may continue to work, the company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards.

In the judgment of the company, the employee's continued presence must pose no risk to the health of the employee, other employees or customers. If an employee disputes the company's determination that a risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees or customers.

Restoration and Specialty Services Inc. All employees are urged to contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) with questions about the possible contagious nature of another employee's temporary illness.

## Family and Medical Leave Policy

As an employee of Restoration and Specialty Services Inc., you may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com)

### Eligibility

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

### Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a rolling 12-month period, measured backward from the date an employee uses any FMLA leave, for any combination of the following reasons:

- The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes him or her unable to perform the functions of his or her job
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

Where leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period. Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

## Types of Leave Available

*Birth or Placement for Adoption or Foster Care:* FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless the Company agrees to this request. See below for more details on non-continuous leave.

*Serious Health Condition of Employee:* If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- *Non-continuous leave*—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- *Fitness-for-duty statement*—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

*Serious Health Condition of Immediate Family Member:* If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- *Non-continuous leave*—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

*Qualifying Exigency Because of Active Duty:* If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the Armed Forces (including the National Guard or Reserves), or has been notified that he or she will be called or ordered to covered active duty in the Armed Forces (including the National Guard or Reserves), you may take family leave under this policy. The leave may also be extended to the family members of certain retired military. (See “Definitions” for a definition of qualifying exigency)

- *Non-continuous leave*— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented through our certification process (see below).

*Service Member Family Leave:* If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- *Non-continuous leave*—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

### **Notifying the Company of the Need for Family or Medical Leave**

Generally, an application for leave must be completed for all leave taken under this policy. A non-emergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of leave. It is your responsibility to notify your manager and Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

### **Medical Certification Process**

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at the Company’s or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

**Military Family Leave Certifications**

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

**Substituting Paid Leave for Unpaid Leave**

Federal FMLA leave is unpaid.

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence.

**Non-Continuous Leave**

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits, but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Company approves a non-continuous leave for the birth of a child or the placement of a child for adoption or foster care.

#### **Benefit Continuation during Leave**

The Company will maintain your group health plan during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums – contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

#### **Returning to Work**

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Company of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the Company as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other Company policies.

#### **Rights upon Return from Leave**

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

## Other Types of Leave

If you do not qualify for the types of leave described in this policy, the Company may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence. Contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) for more information.

## Definitions

“Spouse”—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

“Parent”—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

“Child”—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- “Incapable of self-care”—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- “Physical or mental disability”—A physical or mental impairment that substantially limits one or more major life activities of the individual.

“Covered Service Member”—A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

“Covered Veteran”—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

“Next of Kin”—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

“Serious Health Condition”—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.



- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions requiring periodic treatment by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions requiring supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”—can be:

- In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran and is:
  - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying Exigency”—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by the Company and the employee

### More Information

Please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) for additional information.

## EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

### THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

#### Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job; or
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

#### Benefits & Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

#### Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the previous 12 months before taking the leave\*; and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

#### Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as practicable and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

#### Employer Responsibilities

## Time Away From Work

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Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated leave, and if so, how much leave will be designated as FMLA leave.

### **Enforcement**

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

**For additional information or to file a complaint: 1-866-4-USWAGE (1-866-487-9243) TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd) U.S. Department of Labor | Wage and Hour Division**

### Funeral Leave Policy

Restoration and Specialty Services Inc. has taken into consideration the personal needs that arise from the death of an immediate family member. In the event of such a loss, an employee will be allowed up to one day of leave with full pay until and including the day of the funeral. Funeral leave pay will not be granted to employees attending a funeral during periods when they are not at work for other reasons such as holidays and illness.

Immediate family includes: a father, mother, spouse, child, sister, brother, step-parents, step-children, step-siblings, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent or any relative who lives with the employee.

Employees should notify their supervisors of the need to use funeral leave. Within a reasonable period of time, the employee may be required to provide verification of the need, such as an obituary.

## Jury Duty Policy

Restoration and Specialty Services Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty.

Restoration and Specialty Services Inc. provides jury duty leave to eligible employees in compliance with federal and state laws. If state law requires a different arrangement, Restoration and Specialty Services Inc. will comply with state law. Questions regarding the Company's jury duty leave policy should be directed to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

The Company reserves the right to request you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve
- Furnish your supervisor with evidence of having served on a jury for the time claimed

Jury absence will be noted on your time sheet or time card. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay.

## Lunch and Rest Periods Policy

Employees are allowed an unpaid lunch break. The schedule for meal periods should be established based on work requirements in each office or job location. Staggered meal periods may be necessary to ensure the continuity of operations and services. Supervisors should make sure that each location is adequately staffed and that someone with authority to resolve minor problems is available at all times. See your supervisor for lunch and break schedules.

## Military Leave Policy

Restoration and Specialty Services Inc. provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding the Company's military leave policy should be directed to Human Resources.

Employees should notify their managers as soon as they become aware of a military service obligation.

### Leave for Annual Training

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.

Employees will be granted the minimum amount of leave needed to meet the minimum training requirements of their units.

### Leave for Military Service

Employees who perform service in the uniformed services may be granted leaves of absence for the purpose of participating in military service. Under USERRA, "uniformed services" consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Employees will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service-related absences. Some special categories of military service are exempt from this five-year limit.

Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight hour rest period.

Employees with leaves between 31 and 180 days must apply for reemployment no later than 14 days after completion of uniformed service. Employees with leaves longer than 180 days must apply for reemployment no later than 90 days after completion of uniformed service.

The reporting or application deadlines are extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). The Company will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply and a service member may be placed in an alternative reemployment position if he or she cannot qualify for the escalator position.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, the employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.



If an employee's health plan coverage would terminate because of an absence due to military service, he or she may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. The employee may be required to pay up to 102 percent of the full premium for the coverage. However, if the military service is for 30 or fewer days, the employee cannot be required to pay more than the normal employee share of any premium.

## Non-FMLA Leave Policy

Restoration and Specialty Services Inc. complies with all federal and state family and leave laws. However, when these laws do not apply or an employee does not meet the eligibility requirements, the company will consider an employee's request for non-FMLA medical leave. This leave may provide up to 2 weeks in a 12-month period, unless otherwise required by law. Each leave request will be considered on an individual basis.

### Within the First Year of Employment

An employee experiencing a serious medical condition within his or her first year of employment may request a leave of absence. A leave of up to 2 weeks within the first 12 months of service may be provided when the employee needs to be out of work for at least five consecutive workdays.

Neither leave for a family member's serious health condition nor intermittent leave are permitted under this policy.

### After the First Year of Employment, If Less Than 1,250 Hours Have Been Worked

An employee experiencing a serious medical condition after his or her first year who does not qualify for FMLA leave may request a leave of absence for his or her own serious health condition. A leave of up to 2 weeks within a 12-month period may be provided when the employee needs to be out of work for at least five consecutive workdays.

Neither leave for a family member's serious medical condition nor intermittent leave are permitted under this policy.

### Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- Any period of incapacity or treatment connected with inpatient care (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility;
- A period of incapacity requiring an absence of more than three calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of) a health care provider;
- Any period of incapacity due to pregnancy or for prenatal care;
- Any period of incapacity (or treatment) due to a chronic serious health condition (e.g., asthma, diabetes or epilepsy);
- A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective (e.g., Alzheimer's, stroke or terminal diseases); or
- Any absences to receive multiple treatments (including any period of recovery) by, or on referral by, a health care provider for a condition that likely would result in incapacity of more than three consecutive days if left untreated (e.g., chemotherapy, physical therapy or dialysis).

### Requesting Non-FMLA Medical Leave

Other than in the case of a medical emergency, an employee is required to request leave at least 30 days in advance of the first day of requested leave. If an employee becomes aware of the need for medical leave less than 30 days in advance, he or she must request leave on the next business day.

### **Health Care Provider Statement**

When requesting leave, an employee must provide Restoration and Specialty Services Inc. with a statement from his or her health care provider certifying the need for medical leave. Human Resources will receive and review all medical certifications.

### **Incomplete Health Care Provider Information**

If an incomplete medical statement is received, Human Resources will provide the employee with the opportunity to either have the health care provider correct the document or provide a written release for Human Resources to contact the health care provider directly. The employee will have seven calendar days to resolve any deficiencies in the medical document. If, after seven calendar days, the identified deficiencies have not been resolved, the request for leave will be denied.

### **Employee Benefits**

While an employee is on approved leave, Restoration and Specialty Services Inc. will continue the employee's health benefits at the same level and under the same conditions as if the employee had continued to work, as long as the employee continues to pay their portion of the health care premium.

While on unpaid leave, the employee must make this payment by mail to 4407 N. Beltwood Pkwy. Ste 112. Dallas, Texas 75244. . The payment must be received by the first day of every month. A 7 day grace period applies. If full payment is not postmarked within the grace period, your benefits will be terminated.

If the employee fails to return to work as scheduled, Restoration and Specialty Services Inc. may require the employee to reimburse Restoration and Specialty Services Inc. the amount it paid for the employee's health insurance premiums during leave. Exceptions may be made, at management's discretion, if the reason for not returning as scheduled is a continued serious health condition of the employee or a circumstance beyond the employee's control.

### **Job Restoration**

There are no job restoration rights associated with a non-FMLA medical leave. However, Restoration and Specialty Services Inc. will make every attempt to reinstate an employee to the same position or a position with equivalent status, pay, benefits and other employment terms upon his or her return from an approved leave. In the event this cannot be done, the employee will receive written notice from Human Resources as soon as the determination has been made and no later than the employee's scheduled return date.

### **Returning to Work**

Employees are expected to return to work at the end of the approved leave period. At least two days prior to an employee's scheduled return to work date, he or she must provide a health care provider's statement releasing the employee to return to work. This statement should be presented to the employee's supervisor. If the statement releases the employee to return to work with restrictions, the supervisor will consult with Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) to determine if the restrictions can be met.

If an employee is released to return to work sooner than the expected return date that was provided when he or she requested the leave, the employee must notify his or her supervisor within two business days of receiving the release.

All return to work documentation will be kept with Human Resources.

### **Unable to Return to Work**

If the employee is not medically released to return to work at the end of his or her leave, employment ends effective the last day of the approved leave. Exceptions will be made if continued leave is granted as an accommodation under the Americans with Disabilities Act (ADA). Other exemptions may also be granted at management's discretion. Each situation will be reviewed on an individual basis.

**Failure to Return to Work**

Any employee who fails to return to work as scheduled will be considered to have voluntarily terminated employment with Restoration and Specialty Services Inc. Termination will be in effect as of the last day of the approved leave.

**Attendance and Non-FMLA Medical Leave**

Absences while on approved non-FMLA medical leave will not be counted as occurrences of absenteeism under the company's attendance policy. However, employees may be subject to discipline up to and including employment termination if, during their leave, they engage in activities inconsistent with the stated purpose for the leave. For example, employees may be prohibited from engaging in other employment during leave. Misrepresentations or any act of dishonesty related to the leave will also be grounds for discipline, up to and including employment termination.

**Workers' Compensation and Non-FMLA Medical Leave**

Non-FMLA Medical Leave and Workers' Compensation can run concurrently.

**Failure to Follow Policy Requirements**

Failure to comply with this leave policy will result in denial of the leave request. Absence without leave approval will subject the employee to disciplinary action up to and including employment termination.

## Nursing Mothers Policy

As part of our family-friendly policies and benefits, Restoration and Specialty Services Inc. accommodates mothers who wish to express breast milk during the workday when separated from their newborn children.

For up to one year after the child's birth, nursing employees will be provided with reasonable break time to express breast milk during the workday. Nursing mothers who are returning from maternity leave should speak with their managers or supervisors regarding their needs. Supervisors will work with employees to develop a break schedule that is reasonable, accounts for needs that may vary from day to day and creates the least amount of disruption to the Company's operations.

When possible, RAS Services Inc. will provide a private area, other than a bathroom, for nursing employees to express breast milk. Nursing mothers must request/reserve the room by contacting Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) or (214) 351-1708. Employees working offsite or in other locations will be accommodated with a private area as necessary.

Breaks to express milk will not be paid. In addition to these breaks to express milk, employees may use normal break and lunch periods to accommodate additional nursing needs.

If you have any further questions or concerns regarding this policy, please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

## Company Holidays

Restoration and Specialty Services Inc. offers the following paid holidays each year to full time employees.

### List of Paid Company Holidays

New Year’s Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Holiday pay is defined as 8 hours of the employee’s regular hourly rate of pay. Holiday pay is not counted as hours worked for the purpose of calculating overtime.

There may be times when employees will be required to work during a holiday. Failure to report to work on a designated day will be considered an absence and will be subject to disciplinary action up to and including termination.

If an employee does not work on an observed holiday:

- An observed holiday falls on an employee’s regularly scheduled workday and the employee is approved to be off, the employee will receive holiday pay.
- If an observed holiday falls on an employee’s regularly scheduled day off, the employee will not receive holiday pay.

If an employee works on an observed holiday:

- If an employee is scheduled to work on an observed holiday, the employee will be paid their hourly rate of pay plus holiday pay.
- If an employee’s shift spans two days and part of that shift falls on an observed holiday, the employee is entitled to their regular hourly rate of pay plus all 8 hours of holiday pay.

For example: If an employee’s shift run from Sunday night at 7pm to Monday morning 3am and Monday happens to be an observed holiday, the employee is entitled to:

- Eight hours of their regular hourly rate of pay for hours worked 7pm – 3am: plus
- Eight hours of their regular hourly rate of pay for the observed holiday
- An employee must work the last regularly scheduled day immediately preceding and following the holiday to be eligible for holiday pay.

Example: If the employee’s schedule is Sunday – Thursday  
December

Sun-21	Mon-22	Tues-23	Wed-24	Thurs-25	Fri-26	Sat-27
WORK	WORK	WORK	WORK (Must work this day to receive Holiday pay for the 25 <sup>th</sup> )	WORK (1.0x Pay Rate Holiday)	OFF	OFF
Sun-28						
WORK (Must work to receive Holiday pay for the 25 <sup>th</sup> )						

## Religious Observances Policy

Restoration and Specialty Services Inc. respects the individual beliefs and practices of all employees.

Restoration and Specialty Services Inc. will work with individual employees to provide reasonable accommodations that allow for personal religious practices and do not create an undue hardship for the company.

An employee whose religious beliefs or practices conflict with his or her job duties, schedule, or any company policy on dress or appearance, and who seeks a religious accommodation must submit a written request to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com). The request should include the specific company policy or practice in conflict and the accommodation being requested. If needed, Human Resources will meet with the employee concerning his or her request.

The request will be evaluated considering whether a work conflict exists and whether an accommodation is available that is reasonable and that would not create an undue hardship for the company. Possible accommodations may be a change in job duties, using unpaid leave, or an exception to dress and appearances. Human Resources will confer with the employee's immediate supervisor concerning the requested accommodation. The supervisor will provide the employee with the response to the request and discuss its implementation. If the employee rejects the response, he or she may appeal following the company's complaint policy.

All questions should be directed to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) or (214)351-1708.

## Sick Time Policy

RAS Services, Inc. offers full-time office management employees up to 80 hours of paid sick days annually. Because many of Restoration and Specialty Services Inc.'s employees work under different contractual arrangements with the Company's clients, employees are subject to that client's contract's sick time policy, if any.

Employees who work in the City of Dallas and are subject to the City of Dallas Ordinance, "Earned Paid Sick Time," will be offered sick time in accordance with that ordinance.

Restoration and Specialty Services Inc. will further comply with any applicable law or ordinance.

Restoration and Specialty Services Inc. If you are unable to report for work because of illness or for any other reason, please contact your supervisor immediately. Explain that you will be absent and when you expect to return to work. You must keep your supervisor updated regarding the status of your return at all times. If your supervisor is unavailable when you call, contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) or (214)351-1708.

### Extended Leave

Employees who require three or more days off due to their own health issues or health issues of family members may be eligible for unpaid family and medical leave (FMLA leave). Eligibility for health care benefits continues during FMLA leave. For additional information on FMLA leave, please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).



## Time Off to Vote Policy

Restoration and Specialty Services Inc. encourages all employees to vote. It is the policy of Restoration and Specialty Services Inc. to comply with all state election laws with respect to providing employees time off to vote.

If an employee has four consecutive hours, either between the opening of the polls in his or her community and the beginning of the workday or between the end of the workday and the closing of the polls, it will be deemed that the employee has sufficient time outside his or her normal working hours in which to vote.

If an employee has less than four consecutive hours in the time periods described above, he or she may take as much working time as needed, when added to his or her available voting time outside normal working hours, in order to enable him or her to vote.

For nonexempt employees, however, no more than two hours of working time taken for time off to vote shall be paid, and such time shall be taken only at the beginning or end of the employee's workday as designated by his or her supervisor.

Employees requiring working time off to vote must notify their employers at least 2 to 10 working days before the day of the election.

Time off to vote is paid. If state law requires a different arrangement, Restoration and Specialty Services Inc. will comply with state law. Questions regarding the company's policy for time off to vote should be directed to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

# Information & Office Security

## Emergency Action Plan

Restoration and Specialty Services Inc. recognizes that our people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

### General Guidelines in an Emergency

Stay calm and think through your actions. Know important emergency numbers, such as:

- Fire/Police/Ambulance/911
- Human Resources (214) 351-1708

Be aware of your surroundings:

- Know where stairwell exits are located in the event of an emergency, use only stairs—do not take elevators.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.

Fire Evacuation:

- Employees will be notified of a fire by either the fire alarm system or a paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit—do not use the elevators or delay evacuation to gather personal belongings, finish a phone call or wait for friends.
- Notify Emergency Floor Leaders or their backups.

Supervisors/Backups:

- Supervisors should be the last people to leave the area—they should check in conference rooms, restrooms and offices to ensure all employees have evacuated, then close all doors after clearing an area.
- Any employee with mobility, visual, hearing or other conditions that may hinder him or her from becoming aware of an emergency or evacuation should disclose the condition(s) to Human Resources so that special assistance can be provided should an emergency occur.

- Upon exiting the building, report to your supervisor for headcount confirmation. If an employee or known guest or visitor is missing, immediately report the missing person's name to a supervisor, who will in turn report it to the proper company personnel and civil authorities.
- All employees who are not members of a response team should stay together in the designated location so periodic updates on the situation can be communicated—do not go home, wait in your car, return to the building or go to another building unless directed by supervisor to do so.

If You Discover a Fire:

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911, call the receptionist and page an emergency announcement, if possible.
- If you have been trained to use a fire extinguisher, follow the P.A.S.S. instructions:
  - Pull the safety pin.
  - Aim the nozzle at the base of the fire.
  - Squeeze the operating lever.
  - Sweep side to side, covering the base of the fire.
- When using a fire extinguisher, always stay between the fire and an exit.
- Never feel that using a fire extinguisher is required
- If the fire is too hot, too smoky or you are frightened, evacuate immediately.

Medical Emergency:

- Upon discovering a medical emergency, call 911.
- Call your supervisor and page an emergency announcement, if possible.
- Stay with the ill or injured person, being careful not to come into contact with any body fluids unless properly trained and protected.
- Send one person to alert Human Resources so he or she can notify family members of the ill or injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

## Severe Weather:

- In the event severe weather conditions occur at a time when you have not yet reported to work and you are able to do so safely, you should report to work as usual unless otherwise notified.
- The supervisor will monitor a weather alert radio—if a severe weather warning is issued, he or she will immediately communicate the announcement.
- Employees should immediately seek shelter in the main hallways, exit stairways and designated areas, away from all windows.
- The supervisor will take the weather radio with him or her—when the severe weather warning is cancelled, he or she will send Leaders to each floor to advise that it is safe to return to work areas, and then will make a general announcement over the paging system (if applicable).

## Workplace Violence:

- Any employee who feels that he or she has been threatened should immediately report the incident to his or her supervisor and Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) (214) 351-1708.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) (214) 351-1708—stay away from the person exhibiting the threatening behavior.
- Depending upon the level of concern, 911 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) (214)351-1708 so that a prevention plan can be developed.

## Facility Access & Visitors Policy

Restoration and Specialty Services Inc. cares about the safety and security of its employees. In an effort to maintain the maximum safety and security possible at a minimum inconvenience to you, we have guidelines in place regarding facility access and visitors.

All entry doors to the office are to remain locked at all times. The main entryway is open Monday through Friday from 9 a.m. until 5:30 p.m. All employees will receive a key to these doors. All visitors are to be escorted by authorized personnel at all times. Please do not allow visitors to roam the premises unaccompanied.

## General Computer Usage Policy

Restoration and Specialty Services Inc. is committed to accomplishing its business objectives in a secure and timely manner. Each employee must assist in achieving this goal while safeguarding corporate information. The basic regulations for using the company computer systems are as follows:

- Computers are property of the company and may not be removed from the worksite without prior authorization
- Computers are for business use only
- The company may access any information created, transmitted or stored on its information systems
- Copying or downloading software of any kind is prohibited without prior permission
- Internet is for business use only—incidental and occasional personal use is permitted
- The company provides email accounts to its employees for business use—incidental and occasional personal use is permitted
- Any email of an offensive, pornographic or otherwise inappropriate nature is prohibited—violations may result in disciplinary action
- Company proprietary information must be protected
- Instant messaging services may be provided to facilitate communication between employees—non-business use is prohibited

Please use the computers responsibly and contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) with any questions regarding appropriate usage.

## Recording Devices Prohibited Policy

Restoration and Specialty Services Inc. respects the privacy of its employees and strives to protect all confidential Company information.

Restoration and Specialty Services Inc. prohibits the use of any recording device on company property or during working hours unless specifically permitted by the company. The use of picture phones or any other camera or device that may capture visual images without the management's prior written permission is also prohibited. More specifically, the use of picture phones or other recording of visual images is prohibited in locker rooms, restrooms and any other area where members of the public or co-workers would expect a reasonable degree of privacy and in any areas in which sensitive or closely guarded corporate or business materials are used or housed.

Any employee found in violation of this policy will be subject to disciplinary action and may also be subject to prosecution to the fullest extent permitted under the law.



# General Practices

## Anti-Discrimination Policy

Restoration and Specialty Services Inc. does not discriminate in employment against anyone based on race, color, sex, religion, national origin, age (40 or older), disability status or any other trait that is protected under local, state or federal law. In addition, any kind of discrimination that is based on a protected trait is not allowed in the workplace. We are an equal opportunity employer and we are dedicated to a policy of non-discrimination in all aspects of employment and company business. This policy applies not only to personnel decisions, but also to all aspects of business.

We ask that you respect those around you—co-workers, customers and management alike.

Reports of discrimination will be investigated and disciplinary measures may be taken if warranted.

## Attendance and Standard Working Hours Policy

Absenteeism and tardiness place a burden on both co-workers and Restoration and Specialty Services Inc.. We expect that every employee will be regular and punctual in attendance. This means being in the office/worksite, ready to work, at the starting time each day. When you are unable to work due to illness or an accident, please promptly notify your supervisor. In the event your immediate supervisor is unavailable, you must speak with a lead left in charge. Leaving a message with another staff member or on voicemail does not constitute an acceptable notification of absence. If you do not report for work and Restoration and Specialty Services Inc. is not notified of your status, it will be assumed after two consecutive days of absence that you have voluntarily resigned, and you will be removed from the payroll.

If you become ill at work or must leave the office/worksite for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

In the event of severe weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in severe weather if it is at all possible to do so safely. In the event we close due to weather, someone in your work group will contact you. Please keep your work group and supervisor informed on how to reach you on such occasions. *See also Severe Weather Policy.*

Standard working hours are dependent on the location, see your supervisor for schedule days and hours. A lunch period may be taken at any time, to be mutually agreed upon between the employee and supervisor.

If you will be absent from work during standard working hours for any reason, you must contact your supervisor as soon as possible to avoid disciplinary action.

NOTE: Nonexempt employees whose personal smartphones are connected to the Company network or their Company email accounts, are not required to read or respond to emails outside of working hours. To do so will be considered performing unauthorized work and subject to disciplinary action.

If for any reason, a nonexempt employee responds to phone calls or reads or responds to emails outside of his or her regular work hours, a detailed record of the time of each phone related activity must be made and submitted to his or her supervisor within **24 hours** of the activity. The date, time and description of the communication must be included in the information provided the supervisor.

Under the Fair Labor Standards Act's "de minimis" doctrine, whether a nonexempt employee is compensated for the time spent on phone-related activities outside of work hours will depend on the amount of time spent.

Regardless of whether the time is compensable, off-hour phone-related activities are prohibited for nonexempt employees.

Please direct questions or concerns regarding this policy to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

## Alternative Working Schedules Policy

## Flextime Policy

Standard working hours are from 9:00 am to 5:30 pm, Monday through Friday. A 30 minute lunch period may be taken at any hour, to be mutually agreeable between the employee and supervisor.

Flextime is an option available to improve departmental efficiency and morale. **Flextime may not be appropriate for all departments or all positions.** It is each manager's responsibility to manage the program so that it will serve the business requirements of the department. The basic principles of flextime are:

- Manager approval is necessary for any department or employee to participate in flextime.
- The work commitments of the department must be able to be met effectively and efficiently without compromising service to internal or external customers.
- Each employee must recognize his or her responsibilities to the company and to colleagues.
- Each employee who uses flextime must work cooperatively to ensure that no problems arise with regard to internal or external service.
- Employees utilizing flextime should establish "standard" hours (i.e., 7 a.m. to 4 p.m. every day) and should not vary hours from day to day, week to week or month to month.

Employees will work a consistent schedule using the following guidelines:

- Shifts must be completed between 6:00 a.m. and 6:00 p.m.; start and end times are subject to approval.
- Employees must take either a one-hour or a half-hour unpaid lunch period. Lunch should normally be taken between 11:00 a.m. and 2:00 p.m., and should be mutually agreed upon between the employee and his or her supervisor.

Employees cannot work through their lunch period to make up time unless prior supervisor approval is obtained. Such occurrences should be infrequent.

## Background Check Policy

Restoration and Specialty Services Inc. carefully selects quality employees. Background checks help to ensure that new employees have the skills for the job and have performed well in the past.

Restoration and Specialty Services Inc. conducts background checks on all job candidates after a contingent offer of employment has been extended. A background check may also be conducted during reassignment or promotion of an employee. A third-party administrator may be used to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act.

The information that may be collected includes, but is not limited to:

- Criminal background
- Employment history
- Education
- Credit
- Professional and personal references

Criminal background checks may not be used as the sole reason for denying employment, unless the information obtained is job-related. Regardless, the company has the right to make the final decision about employing an individual after the background check is complete.

Checking professional and personal references is an important part of the background check process. This provides the company with information on the potential employee's work ethic, skills and performance.

Information obtained from the background check process, including information from professional and personal references, will be used by the company only as part of the employment process and will be kept confidential by Human Resources.

## Business Expense Reimbursement Policy

Restoration and Specialty Services Inc. will reimburse employees for all necessary and reasonable travel expenses related to the normal conduct of business. The following policies and procedures have been established to administer uniform guidelines for reimbursement of business-related travel, meals and entertainment expenses. While this policy provides many answers and useful guidance, it cannot address every possible situation. If you have any questions regarding the business nature or reimbursement of expenses, check with your supervisor before you commit to spending any funds. The most useful guide to cost-effective business travel is to spend money as if it were your own.

### Auto Allowance and Mileage

Employees receive reimbursement for direct business mileage. Employees may receive either a monthly auto allowance or a direct mileage reimbursement based on an evaluation of the use of their personal automobile for purposes of conducting company business. Auto allowances are paid on a monthly basis. Direct mileage is reimbursed at the current IRS standard rate, and is paid upon submission of a signed and supervisor approved "Monthly Mileage Report" form. Because it is more cost effective than direct mileage reimbursement, Restoration and Specialty Services Inc. prefers that employees rent an automobile if round-trip mileage on a business trip will be more than 200 miles. See section on "Car Rentals" below.

The use of a personal automobile for business-related travel is only authorized if the automobile is covered by a current insurance policy with limits not less than 30,000.00 for bodily injury and 25,000.00 for property damage. Any damages, repair costs or maintenance costs incurred by an employee in the use of their privately owned vehicle in conjunction with company business is the sole responsibility of the employee.

### Car Rentals

RAS Restoration and Specialty Services Inc. has a preferred relationship with a car rental agency Enterprise offering discounted rates and direct billing. Employees should use this agency whenever possible in making reservations for both local and out-of-town rentals. Restoration and Specialty Services Inc. suggests the use of mid-size vehicles unless a larger vehicle is necessary and justifiable for business purposes. Collision and liability insurance coverage should not be purchased when renting a car for domestic business purposes. The car rental needs to be made in both the name of Restoration and Specialty Services Inc. and the name of the employee to be covered by the company's insurance policy. Restoration and Specialty Services Inc.'s insurance carrier should be contacted immediately in the event of any accident or damage with a rented vehicle.

### Air Travel

Reservations for all domestic air travel can be made by the employee either online or directly with the various airlines. It is expected that employees will make every effort to minimize the cost of air travel, including considering Saturday night stays or departures out of airports. For any tickets with a round-trip cost over \$300.00, it is requested that employees attach to their expense report a copy of the search results that show the lowest fare available. All trips involving a Saturday night stay must be pre-approved by the employee's manager.

### Spousal Travel

Travel expenses related to an employee's spouse are not reimbursable by the company.

### Lodging

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. Again, the most useful guide to cost-effective accommodations is to spend money as if it were your own. When rooms are guaranteed for late arrival and the trip is cancelled or other lodging is secured, the reservation must be

cancelled to avoid being billed for a “no show.” Hotels may require either a 24- or 48-hour cancellation notice to avoid these charges. The cost of in-room movies is not reimbursable.

### **Business Meals**

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business hours. All original receipts must be included with the employee’s travel and expense report. Any employee expense report received without the receipts will be returned to the employee. Reasonable meal expenses are outlined below:

- Breakfast: \$15.00
- Lunch: \$25.00
- Dinner: \$15.00

Business meals are reimbursable expenses for new employee orientations, , training sessions, meals with prospective new hires and department or team lunch meetings where business is conducted. Lunches for department or team meetings should be reasonable, both in terms of cost and frequency. The guideline for reimbursement of tips on business meals is 15 percent.

### **Cellphone Reimbursement**

Some positions or departments may be eligible for reimbursement of cell phone expenses. Prior approval must be obtained by the President or Controller.

### **Submission of Monthly Expense Report Forms**

It is the employee’s responsibility to prepare and submit a Monthly Expense Report to receive reimbursement for business related expenses. Expense Reports should be submitted on at least a monthly basis to ensure proper matching of expenses with the appropriate accounting period.

For business related meals and entertainment expenses to be deductible, IRS regulations require that the amount and date of expense, specific business purpose, name, title and company of people entertained, and name and location of the establishment where the event took place and time of the business discussion (for example, before, during or after the event) and entertainment be documented on the expense form.

All claimed expenses must have an original receipt. All Monthly Expense Report forms must be signed by the employee and approved by his or her supervisor before being submitted to Accounts Payable for processing.



## Company Car Policy

Restoration and Specialty Services Inc. provides vehicles for business use and provides reimbursement for business use of personal vehicles according to the following guidelines. Restoration and Specialty Services Inc. retains the right to amend or terminate this Policy at any time.

1. Restoration and Specialty Services Inc. employees may not drive any company vehicles without prior approval. Before being approved to operate a Company vehicle, an employee's driving records will be reviewed, with consent of the employee, and the existence of a valid driver's license will be verified. Employees approved to drive on Company business are required to inform Restoration and Specialty Services Inc. of any changes that may affect their legal or physical ability to drive or their continued insurability.
2. Employees holding jobs requiring regular driving for business as an essential job function, as a condition of employment, must be able to meet the driver approval standards of this policy at all times. For all other jobs, driving is considered only an incidental function of the position, and approval to operate a Company vehicle or drive for business will be determined on an as-needed basis.
3. Employees who need transportation in the course of their normal work may be assigned a Company vehicle for their use. All other employees may use their own vehicles for business purposes with prior approval.
4. Employees who drive a vehicle on Company business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and maintain the security of the vehicle and its contents. Employees are also responsible for any driving infractions or fines that occur as a result of their driving.
5. Nonemployees and nonbusiness passengers (e.g., family members and friends) are prohibited from riding in Company vehicles.
6. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation and insurance. Employees who operate personal vehicles for Company business should obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary as determined by their personal insurance agent or carrier. Management may request proof of insurance.
7. Employees must report any theft or malicious damage involving a Company vehicle, regardless of the extent of the damage. Such reports must be made as soon as possible, but no later than 48 hours after the incident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.
8. Employees who are on-call on a 24-hour basis may be allowed to take a Company vehicle home so they can respond as soon as possible. Such employees must provide a written acknowledgement that they fully understand that the vehicle is for business use only and is not intended for personal use.

An employee is not permitted, under any circumstances, to operate a Company vehicle or a personal vehicle for Company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any Company vehicle at any time, or operate any personal vehicle for Company business, while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

Employees may not use a hand-held cell phone while operating a vehicle whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages and text messages.

- a. If company employees need to use their phones, they must safely pull over to the side of the road or another safe location.
- b. Employees are required to:
  - i. Turn off cell phones, or put them on silent or vibrate before starting the car.
  - ii. Consider modifying voicemail greetings to indicate that you are unavailable to answer calls or return messages while driving.
  - iii. Inform clients, associates and business partners of this policy as an explanation of why calls may not be returned immediately.

## Company Credit Card Policy

Restoration and Specialty Services Inc. offers company credit cards for employees who travel frequently as part of their duties, purchase large volumes of goods for use by the company or incur frequent business expenses that are paid by credit card.

As a rule, corporate credit cards cannot be used to obtain cash advances, bank checks, and electronic cash transfers or for anything other than the expenses incurred by the employee whose name appears on the credit card. The card is not to be used for personal expenses of the employee.

- Misuse of a company credit card will result in the cancellation of the card. If the card is used for personal expenses, Restoration and Specialty Services Inc. has the right to recover these expenses from the cardholder. All employee cardholders will be required to sign an agreement authorizing Restoration and Specialty Services Inc. to recover any charges incurred for personal reasons through payroll deduction.
- Authorized credit card expenditures must be submitted with original receipts to Human Resources within **7** days of the statement date. Cardholders who do not submit their expenditures within this time frame will be asked to submit them immediately.
- If a credit card holder does not follow this policy, his or her card will be cancelled.
- Lost or stolen company credit cards must be reported Accounting Department immediately.

## Confidential Information and Company Property Policy

During your employment at Restoration and Specialty Services Inc., you may have access to confidential and proprietary data, which is not generally known by competitors or within the company's field of business. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to:

- Data relating to the Company's marketing and servicing programs;
- Procedures and techniques;
- The criteria and formula used by the Company in pricing its products and services;
- Lists of customers and prospects;
- The identity, authority and responsibilities of key contacts at Company accounts;
- The composition and organization of accounts' businesses;
- The peculiar risks inherent in their operations;
- Sensitive details concerning the structure, conditions, and extent of their existing products and services;
- Contract expiration dates;
- Commission rates;
- Service arrangements;
- Proprietary software, Web applications and analysis tools; and
- Other data showing the particularized requirements and preferences of the accounts.

This Confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense. To protect the Company's interest in this valuable asset, you must:

- (a) Not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and
- (b) Use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company.

In addition, you should minimize those occasions on which you take documents, computer disks, laptops, tablets or smartphones containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and with doing your job effectively, to take documents, computer disks, laptops, tablets or smartphones containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with the Company, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of such records or make any notes regarding such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

## Conflicts of Interest Policy

All employees have a duty to further the company's aims and goals, and to work on behalf of its best interests. Employees should not place themselves in a position where their actions or personal interests may be in conflict with those of Restoration and Specialty Services Inc. Examples include: soliciting or profiting from the company's client or prospect base or other company asset for personal gain; acting without authority on behalf of Restoration and Specialty Services Inc. in servicing or obtaining a client; limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which Restoration and Specialty Services Inc. has a competitive or significant business relationship without the written approval of the President.

Employees should report to their supervisor any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with Restoration and Specialty Services Inc.

## Customer Complaint Policy

This Customer Complaint Policy aims to not only provide a framework for employees to work with when handling complaints from customers, but also to ensure consistency within Restoration and Specialty Services Inc. in handling and resolving complaints from customers. Addressing customer complaints helps the company in following through on our commitment to provide quality products, services and customer service.

Restoration and Specialty Services Inc. defines the term “complaint” as any expression of dissatisfaction or grievance made by a customer or member of the public about any Restoration and Specialty Services Inc. product or service, not including a request for information.

Restoration and Specialty Services Inc.’s customer service representatives will provide reasonable information and assistance to customers to ensure that complaints are made effectively. Complaints may be made in any of the following ways:

- Via telephone at (214)351-1708
- Via email at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com)
- Via mail at 4407 N. Beltwood Pkwy. Ste 112. Dallas, Texas 75244

Complaints will be acknowledged upon receipt by the company and customers will be provided with a reference number that can be used to identify the progress of their complaint.

Complaints will be processed in a timely and efficient manner. Continuous improvement and training will be used to confirm complaints are resolved promptly and courteously. Managing our customers’ expectations realistically is our goal. This involves the careful examination of each complaint and the provision of a resolution offered on the basis of that analysis.

Complaints will be recorded and analyzed to ensure that our complaint management processes comply with this policy. Trends will be identified, and feedback will be provided to the relevant departments to improve current processes.

Our mission is to resolve customer complaints immediately, rather than delaying the resolution. When necessary, customers will be kept informed of the progress of their complaint and the company’s internal escalation process.

When a customer has exhausted his or her avenues for addressing the complaint within the company or finds those avenues unacceptable, he or she may be advised of external channels for escalation, such as contacting the President of the Company.

## Dress Code (General)

Restoration and Specialty Services Inc. believes that your pride in both yourself and the company is reflected in your appearance and in the image you create. We feel that our business image is important and, therefore, request that our employees maintain standards of dress and appearance appropriate to both the organization as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness and professional behavior standards contribute to the professional image we strive to present to our customers and visitors. Therefore, while performing duties for the Restoration and Specialty Services Inc., employees are expected to dress in attire appropriate to the business environment and to behave in a professional manner at all times to best represent our business.

### Guidelines

Due to the nature of our business and our continuous client contact, the employees at Restoration and Specialty Services Inc. followed a traditional business attire dress policy in the past. Our formal dress guidelines now, however, include a more relaxed dress or “Business Appropriate” dress, which we feel is in the best interest of Restoration and Specialty Services Inc., our employees and our clients (please see below for details).

Employees may dress according to the requirements of their position; however, our beliefs regarding business appropriate dress is that business is always first. This means that employees should keep their day’s schedule in mind. We recognize that different levels of dress may be appropriate for different occasions. As a general rule, when meeting with clients, prospects or outside visitors, traditional business attire should always be worn except where it doesn’t make good business sense.

All employees should select their business attire for meetings and contact outside of the office by the type of function that will be attended. Also, on occasion there may be a specific business reason to require that all employees dress in traditional business attire. In such instance, this will be communicated to employees in advance and they will be required to dress accordingly.

Our business appearance and image is important to us. However, we respect individual preference and choice in dress and appearance. We are confident that employees will use their best judgment in following our dress and attire guidelines. We ask that at all times employees make certain that they appear well-groomed and clean and that clothing is appropriate, neat, clean and well-fitting. While relaxed business attire is acceptable within the stated guidelines, we want to be sure our environment does not jeopardize professionalism and productivity.

### Appropriate Business Attire and Appearance Guidelines

- For men, relaxed business attire includes dress or sport shirts with collars or ties, polo shirts, tailored slacks, khakis or chinos, and business shoes with socks.
- For women, relaxed business attire includes dress shirts, polo shirts, blouses, sweaters, traditional split skirts, casual dresses, tailored slacks, khakis or chinos, dress slacks or pants of dress slack material and business shoes (heels, flats or other casual shoes) with socks or nylons with skirts, dresses or skirts.
- Company issued uniform

### Inappropriate Attire and Appearance Guidelines

- casual shorts, leggings, jogging suits, sweat suits and or sweat socks
- Sweatshirts, T-shirts, tank tops or oversized shirts

- Sundresses, tank tops, capri pants (or pedal pushers), or other trendy wear including exceptionally short dresses, skirts, and crop tops
- Clothing made of fleece, flannel, leather or spandex
- Any clothing item displaying an offensive comment, graphic illustration, or logo clothing including sport teams, cartoon characters, etc., unless otherwise specified.
- Jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large or represents an unprofessional image as determined by Restoration and Specialty Services Inc. such as large chains, facial jewelry, nose rings, etc.
- Dirty, ragged, ungroomed, sexually provocative, revealing or see-through clothing or appearance
- Any other attire or appearance Restoration and Specialty Services Inc. deems to be inappropriate in the business environment

If an employee is unclear about dress and appearance guidelines, he or she is encouraged to consult with Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com). If an employee reports to work in questionable attire or appearance, the employee will be notified and advised and counseled regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home with directions to return to work in proper attire. It is expected that any work time lost will be made up by the employee. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action.



## Restoration and Specialty Services Inc. Driving While on Company Business Policy

Distracted driving plays a role in many motor vehicle accidents. We are not only concerned about your welfare as a Restoration and Specialty Services Inc. employee, but also the welfare of others who could be put in harm's way.

As a driver, your first responsibility is to pay attention to the road. When driving on Restoration and Specialty Services Inc. business or driving while conducting business on behalf of the company in any other capacity, the following applies:

### Cellphone Use

Cellular phone use while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones while driving is strongly discouraged. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or until you arrive at your destination. If an emergency arises and you must use your cellphone while driving, please use good judgment: keep the call short, use a hands-free device, get to know your phone and its features, and suspend conversations during hazardous driving conditions (rain, snow, ice, fog, glare, heavy traffic, etc.). Also be aware that in many jurisdictions, using a cellphone while driving is prohibited or limited to calls facilitated by the use of a hands-free device. Under all circumstances, employees shall obey all motor vehicle laws.

Reading or sending text messages while driving is strictly prohibited. **Obey the Law**

Restoration and Specialty Services Inc. is not responsible for any moving traffic violations, tickets for parking violations or violation of any other city ordinances or state or federal laws regarding your driving habits and operation and care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for Restoration and Specialty Services Inc. Regardless of fault or circumstance, any driver who receives a ticket or is involved in an accident while driving a vehicle for Restoration and Specialty Services Inc. business, must inform an appropriate supervisor about the incident as soon as possible.

### Other Safe Driving Precautions

- Use your best judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
- Make an effort to avoid distractions such as eating, applying makeup, paying too much attention to your radio or CD player, etc.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- Be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Be concerned for your coworkers' safety. Ask them to call you back at a safer time if they call you while they are driving.

As a business, it is against drunk driving. Be responsible when entertaining clients. Abide by the law and use a designated driver or a car service for transportation if you are under the influence of alcohol.

Employees who drive for company business must have a current, valid driver's license and required insurance.

## Employee Classification Policy

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

**Exempt**—Employees who meet any of the FLSA’s exemption standards, including managerial, supervisory, professional, sales or administrative employees.

**Non-exempt**—Employees whose positions do not meet the FLSA exemption standards. Overtime work is prohibited without specific supervisor authorization for these employees.

In addition, each individual’s employment status is defined as one of the following:

**Full-time** - Employees who work at least 30 hours per week are considered full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met.

Restoration and Specialty Services Inc. may supplement its regular work force with temporary or part-time employees to help compensate for workload, employee absences or other situations. Management will determine which positions are full time and which are considered temporary or seasonal.

**Part-time** - Employees who work fewer than 30 hours per week are considered to be part-time. Employees who work 30 hours or fewer per week, or who work on a temporary project basis, will receive all legally mandated benefits (such as workers’ compensation and Social Security benefits), but are ineligible for other benefit programs.

**Temporary** - Temporary employees are individuals engaged to work either part time or full time on Restoration and Specialty Services Inc.’s payroll, but have been hired with the understanding that their employment will be terminated no later than the completion of their specific assignment. This category includes interns and co-op students. Such employees may be either “exempt” or “non-exempt,” but are not eligible for Restoration and Specialty Services Inc. benefits except as mandated by law.

**Independent contractors** - Consultants, freelancers and independent contractors are not employees of Restoration and Specialty Services Inc. The distinction between employees and independent contractors is crucial because employees may be entitled to participate in the company’s benefits programs, while independent contractors are not. In addition, Restoration and Specialty Services Inc. is not required to satisfy income, Social Security, Medicare, unemployment tax withholdings or payment requirements for independent contractors.

## Employee Fraternization Policy

Restoration and Specialty Services Inc. wants to preserve a working environment that has clear boundaries between personal and professional relationships. This is believed to be the best practice for conducting business in a professional manner. This policy establishes clear boundaries with regard to how relationships develop at work and within the confines of the work area.

- During working hours and in work areas, employees of Restoration and Specialty Services Inc. are expected to keep all personal interactions limited and at a professional level to avoid distracting or offending others.
- Employees are prohibited from engaging in any physical interactions that would be seen as inappropriate in the work area. What constitutes inappropriate conduct is in the discretion of the company.
- Employees who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action. If said employees fail to change their behavior after disciplinary action takes place, they may be subject to termination.
- Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship does develop between a supervising employee and his or her subordinate, management should be notified immediately so that a department transfer may be considered.

## Employment of Relatives Policy

Members of your immediate family will be considered for employment on the basis of their qualifications. Your immediate family may not be hired, however, if it would:

- Create a direct supervisor-subordinate relationship with a family member
- Have the potential for creating an adverse effect on work performance
- Create either an actual conflict of interest or the appearance of a conflict of interest

This policy must be considered when hiring, assigning or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives (including marriage, reduction in force, reorganization, priority placement, etc.), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family members or close personal relatives, the supervisory relative will not be involved in any personnel action involving his or her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

For purposes of this policy, your immediate family includes your mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent, grandchild or grandparent. This policy also applies to close personal relatives such as uncles, aunts, first cousins, nephews, nieces or half-siblings.

Questions should be directed to your supervisor of Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

## Improper Payments and Gifts Policy

We prohibit the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback or similar consideration, including money, services, goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Do not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of Restoration and Specialty Services Inc. or the party with whom the company is dealing.

## Injury & Illness Reporting Policy

Restoration and Specialty Services Inc. is committed to establishing and maintaining a comfortable and safe working environment for all employees.

Safety is often taken for granted in an office environment, and we must still recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility.

All work-related injuries and illnesses, no matter how slight, must be reported immediately to your supervisor or Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) even if you are not sure whether they are truly work-related. Small, seemingly insignificant injuries left untreated can result in serious conditions.

Human Resources and supervisor will complete an Accident Report based on the information you provide. Report injuries and illnesses immediately so that we can investigate and incorporate corrective action to prevent more injuries.

If you see any potential hazards that need attention, notify Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) immediately.

## Media Relations Policy

Restoration and Specialty Services Inc. is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding the company and its operation must be immediately referred to the President or Controller, who is authorized to make or approve public statements regarding company business. Unless specifically designated by this person, you are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of or about the company, you must first obtain approval.

The company will generally provide a response to media inquiries within 24 hours. Should the response require a detailed technical explanation, a spokesperson will be designated to address the issue. The spokesperson will be chosen carefully, based on their area(s) of expertise.

Media inquiries include, but are not limited to, official statements, press releases and advertisements.

Please contact the Controller with any questions or concerns you have regarding the Media Relations Policy.

## Online Social Networking Policy

Restoration and Specialty Services Inc. is committed to maintaining a good relationship with its employees and the marketplace. The way the public views Restoration and Specialty Services Inc. is vital to maintaining business, gaining new business, retaining first-class employees, recruiting new employees and marketing our products and services.

While Restoration and Specialty Services Inc. has no intention of controlling employee actions outside of work, employees should practice caution and use discretion when posting content on the Web. Employees have the right to use social media for personal expression on their own time, and Restoration and Specialty Services Inc. will not violate employee privacy by attempting to access content that has not been made available publicly. This policy serves as a notice on the practice of social networking for all employees to read and understand. As more concerns develop and legislation is released, this policy is subject to change.

The purpose of this policy is to:

- To foster a constructive relationship between the company and its employees
- To manage risk and preserve Restoration and Specialty Services Inc.'s positive reputation
- To discourage the use of company time for personal social media activities
- To promote awareness among employees of the number of individuals who can access information presented on social networking sites

### Definitions

*Social networking* and *social media* refer to any activity that involves interaction in online communities. This interaction includes, but is not limited to, browsing profiles and photos, reading messages sent through social networking forums and participating in instant messaging services.

A *social networking site* is any website that links individuals electronically and provides a forum where users can connect and share information. These websites can be tailored to specific interests or to certain types of users. Examples of popular social networking sites include Facebook, Twitter, Tumblr, Instagram and LinkedIn. The list of social networking sites is constantly growing and changing because of the nature of the Web.

A *social networking profile* is a user's personalized page within a specific social networking site, usually containing personal information such as name, birthday, photo and interests.

*Micro-blogging* is the practice of publishing your recent whereabouts, thoughts or activities on a social networking site for other users to see. While not all social networking sites use micro-blogging, this is a primary focus of sites such as Twitter and Facebook.

*Business purposes* is considered using a social networking site for the company's gain, usually as a task or assignment given by a manager or supervisor. This can be done either through a specific company account on a given social networking site or through a personal account set up for the purposes of recruiting or marketing for Restoration and Specialty Services Inc.

The term *Working Hours* includes any time during which employees are being paid to conduct company business.. This timeframe may vary based on job type and responsibilities.

### Procedures

#### *Prohibited Use*



It is important that employees use their time at work for business purposes. Employees are not blocked from access to social networking sites on Restoration and Specialty Services Inc. computers because, under some circumstances, social networking is a powerful business tool that can be channeled to gain positive publicity for the company and to connect with clients. However, access to such websites should follow company policy. The following actions are prohibited during working hours:

- Using social networking sites to conduct personal or non-company business with a company computer or device.
- Browsing social networking sites for non-company business on company time with a company computer or device.
- Reading e-mail alerts regarding personal social networking account activity or using Restoration and Specialty Services Inc. e-mail to correspond with personal social networking contacts.
- Updating information, uploading photos or otherwise engaging with one's personal social networking profile for non-business purposes with a company computer or device.
- Micro-blogging for a non-business purpose on a social networking site throughout the day, whether it is on a company-provided computer or a personal smart phone device.

#### *Prohibited Conduct*

Having your own individual social networking account and using it on your own time is permissible. However, keep in mind that some actions on your personal site are visible for the entire social networking community and may no longer be considered private matters. Restoration and Specialty Services Inc. has put in place a set of conduct guidelines to protect its brand and prevent the unwanted disclosure of confidential information. Please follow these guidelines:

- Do not use micro-blogging features to disclose trade secrets, publish internal reports, provide tips based on inside information or participate in other activities that may be considered insider trading.
- We urge you to consider resolving workplace grievances internally. If you choose to address a grievance using social media, we recommend you refrain from posting comments and materials that could be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile environment on the basis of race, sex, disability, religion or any other status protected by law.
- We also recommend you refrain from posting any opprobrious, reckless or maliciously untrue comments. These communications may not be protected by law.
- Do not impersonate Restoration and Specialty Services Inc. or its employees, make statements on behalf of Restoration and Specialty Services Inc. without authorization, or make statements that can be construed as establishing Restoration and Specialty Services Inc.'s official position or policy on any particular issue.

As stated above, the purpose of this policy is to protect Restoration and Specialty Services Inc.'s brand and prevent the disclosure of confidential information. It is not Restoration and Specialty Services Inc.'s intent to interfere with its employees' legal rights. Whenever state or federal law govern an area of social media participation, Restoration and Specialty Services Inc. policies should be interpreted as to comply with them.

## Open Door Policy

To foster an environment where employees and management feel comfortable communicating with and voicing concerns to one another, the company uses an Open Door Policy. Basically, this policy means that all of the managers' doors are open to all of the employees, and employees are free to talk with management at any time. Please consider the following in regard to this policy:

You are responsible for addressing concerns with a manager, including complaints, suggestions and observations. Addressing these concerns allows the company to improve and explain practices, processes and decisions.

We recommend that you first discuss concerns with your immediate supervisor, but the Open Door Policy also gives you the option of discussing them with higher management and/or Human Resources. All of these parties will be willing to listen to the issue and assist in a resolution.

## Orientation Period Policy

For all employees hired by Restoration and Specialty Services Inc., the first 90 days of employment are considered the introductory period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. The employee's supervisor will also monitor the employee's performance during this time.

During the first 90 days of employment, the employee is encouraged and expected to ask questions concerning his or her job responsibilities, and to determine if he or she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his or her supervisor at any time during the first 90 days of employment, the employment will be terminated.

All new employees will receive a confidential performance evaluation from their supervisor at the end of the orientation period.

**This policy is not intended to create contractual obligations for the company of any kind or alter the at-will employment relationships between Restoration and Specialty Services Inc. and our employees.**

## Overtime Pay Policy

Restoration and Specialty Services Inc. compensates all hourly, non-exempt employees one-and-a-half times their regular wage rate for all hours worked in excess of 40 hours each week.

The company's workweek begins on Sunday and ends on Saturday.

At times, employees will be asked to work overtime to complete necessary work tasks. The employee's supervisor will notify the employee as early as possible regarding scheduling needs.

Employees who want to work more than 40 hours during a workweek must receive written authorization from their supervisor before working overtime.

## Wage Overpayment/Underpayment Policy

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the immediate supervisor, General Manager or Payroll Manager so that corrections can be made as quickly as possible. If the employee has been underpaid, the Company will pay the employee the difference as soon as possible. If the employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the Company as soon as possible. No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If a wage overpayment occurs, the employee's wages may be deducted in accordance with applicable state and federal law. Each employee will be expected to sign a wage deduction authorization agreement authorizing such a deduction at the time, or after, the wage overpayment is discovered.

We ask that employees realize that pay errors are not intentional and that employees be understanding if such an event occurs. The Company has stated its intention to abide by all applicable federal and state wage and hour laws and that if an employee believes any such law has not been followed, he or she has the right to file a wage claim with the appropriate state and federal agencies.

## Restoration and Specialty Services Inc. Pay Periods and Check

### Distribution Policy

The standard workweek at Restoration and Specialty Services Inc. consists of 40 hours and starts on [Sunday and ends on Saturday. Employees will be paid on a bi-weekly basis.. If paydays fall on non-workdays or holidays, employees will be paid on the Thursday prior to the regularly scheduled payday.

If an employee is absent on the date of paycheck distribution, his or her check will be held until he or she returns.

Paychecks will only be released to the individual whose name appears on the check, or to an individual whom the employee has designated and approved through written consent.

If an employee chooses direct deposit of his or her paycheck, he or she will have access to payroll information through the Company's payroll service provider.

## Direct Deposit Policy

Employees who elect direct deposit will have their paycheck electronically deposited directly into one or more checking or savings accounts designated by each employee. Accounts must be established with financial institutions, such as banks or credit unions that support direct deposit.

Payroll or Human Resources will assist employees with completing the necessary documentation as well as answering any questions or concerns about direct deposit.

NOTE: It is each employee's responsibility to review his or her payroll stub for accuracy of personal information and payment information. Employees must immediately notify Payroll or Human Resources if there has been an overpayment of wages. Employees are not entitled to keep wage overpayments and Restoration and Specialty Services Inc. may recoup overpaid amounts from future payments.

NOTE: Employees must notify Payroll Department when there is any change to bank accounts that affect direct deposit. Changes must be received two weeks prior to the payday for which the change is to occur.

## Performance Evaluation Policy

Restoration and Specialty Services Inc. is committed to providing you with feedback, both formal and informal, about your performance on the job. Managers and supervisors are responsible for providing ongoing performance feedback to each employee. In addition, your manager or supervisor may formally discuss and document your performance on a regular basis (generally annually). In some business units, an initial performance review may be conducted within three to six months after an employee is hired or transfers to a new position.

Your performance appraisal discussion will review your strengths and identify any areas needing improvement, and goals and objectives that need to be achieved. Specific performance problems may be addressed outside the performance appraisal cycle through either informal discussions or formal disciplinary action. Formal performance feedback becomes a permanent part of your personnel file.

Please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) if you feel that an evaluation is due to you or would be helpful to you.



## Personnel Records Policy

Restoration and Specialty Services Inc. strives to keep accurate and up-to-date personnel records.

Employee personnel files may include the following:

- Employee demographic information
- Job application
- Position description
- Résumé
- Training records
- Salary history
- Disciplinary action records
- Performance reviews
- Coaching and mentoring records

To ensure the accuracy of your personnel records, please notify us immediately if any of the following changes:

- Name
- Address
- Telephone number
- Marital status
- Dependent status
- Tax status (2 weeks before payday)

Personnel records are confidential and are not available to anyone outside of the company, unless required by law or when an authorized governmental agency inspects files. Access to employee medical files is governed by HIPAA compliance regulations.

To obtain access to your records, contact Human Resources.

## Phone Call Policy

Restoration and Specialty Services Inc. When using company phones, please adhere to the following guidelines, based on the type of call you are making or receiving:

**Business phone calls**— Much of our business is conducted over the phone, making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected. When you are away from your work area, make a habit of forwarding your calls to the appropriate extension.

**Personal phone calls**— We recognize that periodically, personal phone calls must be made or received during the business hours. Such calls should be held at a minimum so that they do not interfere with the workflow.

**Personal cellphone calls**— In order to provide an optimum work environment, employees are expected to have cellphone ringer turned off during work hours. Ringing cellphones are a distraction to co-workers and can interfere with productivity. Cellphones should only be used during breaks, lunches and outside of the office. Flexibility will be provided in circumstances demanding immediate or emergency attention.

**Voicemail**— Company telephones are also equipped with voicemail. Voicemail was installed to help maintain our high quality of service for clients and to increase efficiency throughout the office. Voicemail will be an option to the caller; the call will not be put directly through to voicemail. In addition, voicemail greetings should be brief and communicate your availability to clients.

Please contact Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) with questions about our Phone Call Policy.

## Safety Policy

Restoration and Specialty Services Inc. wants to ensure that our employees remain safe and injury-free at all times. The company intends to comply with all applicable safety laws. To ensure that accidents are avoided whenever possible, we expect our employees to refrain from horseplay, careless behavior and negligent actions. It is the company's policy to maintain a safe and secure working environment for all employees and clients.

While working, employees must observe safety precautions for their safety and for the safety of others. Employees are expected to take an active part in maintaining a safe, hazard-free environment. As such, all work areas must be kept clean, and free of clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor. Employees are required to report any unsafe equipment, working condition, process or procedure to a supervisor or Human Resources.

If you are involved in an accident, you must:

- Report the accident to your supervisor or to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com) or (214)351-1708 immediately
- Obtain any necessary medical treatment
- Fill out an Accident Report, regardless of the severity of the injury
- If you must seek additional medical treatment, obtain your supervisor's consent before leaving the premises

Employees who fail to comply with this procedure may be subject to disciplinary action.

## Severe Weather Policy

Unless you are informed otherwise, always assume that Restoration and Specialty Services Inc. is open for business during normal hours. Use common sense and your best judgment, however, when traveling to work in severe weather.

Some types of severe weather include blizzards, hurricanes and tornadoes.

If the company is not going to open for the day, either you will be emailed, or receive a call from your supervisor.

If the company has not been closed due to severe weather, and you arrive at work after your scheduled start time, the time missed will be charged to sick leave, if eligible, or as unpaid time off. You should always use your discretion in getting to work.

Please direct questions or concerns regarding this policy to Human Resources at [contact@restorationandspecialty.com](mailto:contact@restorationandspecialty.com).

## Smoke-Free Environment Policy

Restoration and Specialty Services Inc. is a smoke-free environment. Smoking, chewing, use of e-cigarettes/pipes and other tobacco and nicotine products is not permitted at any time in company work areas, warehouse or vehicles, or in client work areas or vehicles.

If smoking is allowed outside of the building, smokers should be considerate of colleagues, customers and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doors so that smoke does not blow into the building.

Employees who smoke or chew tobacco products must observe the same guidelines as non-smokers for the frequency and length of break periods.

This policy applies equally to all employees, customers and visitors.

## Social Functions Policy

At times, social events will be hosted by Restoration and Specialty Services Inc. for employees to attend. These events may take place due to the hiring or promotion of an employee, or for other reasons.

Some events will be celebrated with a group luncheon, arranged by management. At times, the Company may also host parties or social gatherings outside of working hours. These events may take place to celebrate holidays or company successes, or for many other reasons.

At all company social functions, employees are responsible for behaving in a professional manner. While alcohol may be served, employees should refrain from becoming intoxicated in order to avoid disruptive behavior.

Even at social functions, employees must remember that they are representing the company and need to ensure that they are upholding the company's positive reputation at all times.

## Solicitations, Distributions & Use of Bulletin Boards Policy

Understanding that employees may occasionally wish to communicate with their co-workers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children's schools and other non-work events, we allow use of lunchrooms and bulletin boards to distribute such information. Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of Restoration and Specialty Services Inc. operations.

In respect for other's efficiency, please do not use work email, voicemail or other resources as a means to solicit or distribute non-work materials. Activities that disrupt work hours or operations are prohibited.

Persons not employed by Restoration and Specialty Services Inc. may not solicit company employees for any purpose on company premises.

Nothing in this policy is intended to infringe on an employee's right to discuss working conditions as provided by Section 7 of the National Labor Relations Act (NLRA).

## Time Card Regulations Policy

Restoration and Specialty Services Inc. requires that each employee maintains a time card of his or her hours of work. This will keep a record of work attendance. For nonexempt employees, time cards will also be used to ensure the accuracy of paychecks. All nonexempt employees are required to accurately record their hours worked each day.

Each employee must enter his or her own time. Employees who enter time for another employee will be subject to disciplinary action.

Employees may not punch in more than 5 minutes before the beginning of their shifts and may not punch out more than 5 minutes after their shifts end, unless overtime hours were previously approved by their managers.

Employees must immediately report any time clock punch errors on their time cards to Payroll at [payroll@rasservices.net](mailto:payroll@rasservices.net) by noon on Monday of each pay period.



## Time Clock Policy

In order to make payroll process smoother, convenient, and more accurate, some of the work locations have been setup with Electronic Time Keeping System for punching in and out. The electronic time tracking system enables you to more accurately keep track of your time. It will also allow Restoration and Specialty Services Inc. to more efficiently process your time worked. In order for this system to work to its fullest potential, we are asking all Restoration and Specialty Services Inc. employees to follow the guidelines and policy outlined below. Your cooperation and compliance with this policy is very much appreciated.

- ☒ In order to ensure consistency of treatment of Restoration and Specialty Services Inc. employees, the data recorded in the Electronic Time Keeping System shall be considered as the "official" record of the workday.
- ☒ In order for the electronic timekeeping system to work as intended, all Restoration and Specialty Services Inc. employees must participate.
- ☒ It is a job requirement that all non-exempt and exempt employees must "clock in" and "clock out" at the start of their shift, during lunch breaks, and at the end of their shift. Employees are expected to clock in and out at their regularly scheduled times.
- ☒ Employees conducting personal business or simply not working while clocked in may be considered "riding the clock" and could be subject to corrective action up to and including termination.
- ☒ The Fair Labor Standards Act (FLSA) requires that employers keep certain records for employees. This includes detailed records on time and payments. An electronic timekeeping system is used to record all hours worked and leave taken during the reporting period for Restoration and Specialty Services Inc. personnel.
- ☒ The FLSA requires that time records show the date and time a worker's workweek starts, the number of hours worked each day, and the total hours worked during the week.
- ☒ The automated time reports must reflect all regular and extra duty hours worked for the period. Adjustments to hours and leave must be posted weekly by the Payroll Manager to avoid errors and omissions that may occur if these adjustments are posted toward the end of the payroll period.
- ☒ All employees (exempt and nonexempt) are required to use the time clock system to record their hours worked. Employees are required to clock in prior to their assigned start time, and must clock out when they go off duty. Unless permission to do otherwise is authorized in writing by the employee's supervisor, no employee may clock in more than 5 minutes prior to, or 5 minutes after, the start of their shift. Employees may not clock out more than 5 minutes prior to, or 5 minutes following the end of their work time.
- ☒ All time clock entries are subject to rounding that will result in the entry being rounded no more than by 15 minutes to the nearest whole hour — example: 8:59 am is rounded to 9:00 am and 4:58 pm is rounded to 5:00 pm; correspondingly a 9:02 am entry is rounded to 9:00 am and a 5:04 pm is rounded to 5:00 pm
- ☒ Employees are required to clock out any time they leave the work site for any reason other than assigned work duties.
- ☒ Employees may not use another employee's badge to clock in or clock out for another employee. Employees who have lost a badge must report the lost badge to the facilities and payroll departments.
- ☒ Under no circumstance may one employee clock in or out for another employee; deliberately creating an incorrect time recording — time card falsifying or clocking in or out for another employee is violation of company policy. Any employee participating in this type of violation will face immediate termination.

- ☒ Time recorded in the Electronic Time Keeping System will be the work-time paid.
- ☒ Any adjustments to the recorded time must be approved by the employee's supervisor. Managers will be accountable to their department head for any manual changes submitted.
- ☒ Violations of these procedures may result in disciplinary actions; including oral or written warnings, suspension without pay and/or termination.
- ☒ Any adjustments to missed punches must be requested and signed by employee on TIME CLOCK EDIT FORM and has to be approved and submitted to Payroll Manger as soon as possible but no later than following Monday.
- ☒ If an employee is unable to punch in or out because of a time clock malfunction, accidental oversight, or other reason, it is the employees responsibility to immediately inform their Supervisor and complete the Time Clock Edit Form.
- ☒ The FLSA does not permit an employer to benefit from the work of an employee without compensating them for such work. Therefore, all hours worked must be reported using the Time Clock electronic timekeeping system. Any time spent working while not clocked in (a.k.a. "working off the clock") is strictly prohibited. Employees are required to clock in before performing any work and are not permitted to clock out until all work has stopped. Employees that under report or fail to report hours worked are subject to corrective action up to and including termination.
- ☒ Payroll Manager will resolve all missed punches for all requested corrections submitted in writing on Time Clock Edit Form and review clock hours for their staff no later than by noon of every Monday. It is imperative that employees complete any necessary Time Clock Edit Form in a timely manner.
- ☒ Electronic Time Keeping System weekly reports will be sent every Friday to station manager and should be posted for all employees to see if they missed any punches. It is understood that every station must review hours worked by their employees.
- ☒ Any corrections to missed punches require a Time Clock Edit Form which have to be sent to the payroll office. The form must be completed by the employee and signed by the employee's supervisor prior to the Payroll Manager making any change to the employee's time.
- ☒ In the event an employee has a dispute over time that was clocked in or out, they should bring it to the attention of their supervisor immediately. Any dispute that cannot be resolved using the logs should immediately be reported to the Payroll Department.
- ☒ Remember, it is your responsibility to clock in and out. The payroll is processed based on the time clock data and any relevant Time Clock Edit Forms.
- ☒ It is important that you make sure that the punch is accepted by receiving confirmation on the screen. There is no use to repeat this many times consecutively as it will mess up your time entries.
- ☒ Please keep your own records. Your cooperation in this matter will result in correct pay on your pay check. It is in both your and the company's interest that there are no errors in entering time in the Electronic Time Keeping System.

***Remember, it is your responsibility to clock in and out. The payroll is processed based on those hours.***

## Workers' Compensation Policy

Restoration and Specialty Services Inc. will provide workers' compensation, a type of accident and injury insurance that compensates an employee for lost wages, medical expenses and permanent impairment that results from an injury arising out of and in the course of work. Employees must report any work-related injury, illness or disease immediately (or as soon as practicable) to their supervisor and Human Resources so that the necessary paperwork can be completed in a timely manner. Employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

If an employee is able to return to work after an injury or illness for which he or she was receiving workers' compensation, the employee must provide documentation from his or her medical provider that either outlines any work-related restrictions or verifies that the employee is able to complete all job-related tasks. In the event that an employee is able to return to work under restrictions, the company will make every reasonable effort to accommodate the employee's work ability and job responsibilities. If and when the medical provider removes all work restrictions, the employee is expected to perform his or her regular duties and will no longer receive workers' compensation benefits.

FMLA leave and workers' compensation leave may be taken concurrently.

# Appendix

## Application for Reemployment Following Military Leave

To be submitted no later than \_\_\_\_\_ days (depending on length of military leave) following completion of military service.

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

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

Position Applying for: \_\_\_\_\_

Please accept this as my application to return to the position listed above as soon as possible. Attached is documentation verifying my dates of leave for \_\_\_\_\_ (division of military service) and my honorable discharge.

\_\_\_\_\_

Employee Signature

FOR HUMAN RESOURCES USE ONLY:

**Date Received:** \_\_\_\_\_

Approved: \_\_\_\_ Date of reemployment: \_\_\_\_\_

Denied: \_\_\_\_

Reason for denial: \_\_\_\_\_

\_\_\_\_\_

Signature of Human Resources Personnel:

## Certificate of Entrance into Military Service

This form should be filed with Human Resources.

This is to certify that \_\_\_\_\_, who is employed as \_\_\_\_\_ at a salary rate of \$\_\_\_\_\_ in the department of \_\_\_\_\_ is entering military service effective \_\_\_\_\_.

This position is:

- Unclassified
- Exempt
- Nonexempt

If employee is employed on a seasonal, temporary or provisional basis, indicate:

- Seasonal
- Temporary
- Provisional

Date employment commenced (\_\_\_\_\_) or date employment would have terminated, had such employee not entered military service (\_\_\_\_\_).

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

## Certificate of Return from Military Service

This form should be filed with Human Resources.

This is to certify that \_\_\_\_\_ has requested to return from military service to his or her position of \_\_\_\_\_ in the \_\_\_\_\_ department, at a salary rate of \$ \_\_\_\_\_.

Date of entry into service: \_\_\_\_\_

Date of discharge: \_\_\_\_\_

Please attach a copy of discharge.

- This position has been filled on a substitute basis by \_\_\_\_\_.
- This position has been vacant pending return of incumbent.
- Employee had permanent status in the following job class:
  - Competitive                       Noncompetitive
  - Labor                                       Employee was temporarily or provisionally employed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Restoration and Specialty Services Inc. Expense Report

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

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

Date	Description	Original Airfare	Bag Fees	Airfare Change Fee	Auto Rental (and gas)	Taxi, Tolls, Parking	Hotel	Phone	Meals	Mileage		
										Miles	Rate	Total
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
											0.51	-
<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		Total Mileage	\$ -
<b>Account Number (For Accounting Use Only)</b>		5720	5720	5720	5740	5750	5730	6420	5700		5750	

Purpose of Trip/Other: \_\_\_\_\_

Misc Notes: \_\_\_\_\_

**ENTERTAINMENT AND BUSINESS MEALS** (Note: IRS Regulations require all columns below to be filled out to be reimbursed for expenses.)

Date	Name of Person(s) Entertained (Company, Title)	Time and Place	Nature and Purpose of Entertainment	Amount
<b>Total Ent. &amp; Business</b>				\$ -

(Account No. 5710)

*Signed (Employee) - I hereby certify that the expenditures represent cash spent for legitimate company business and include no items of a personal nature.*

**Supervisor Approval (Required)**  
(Note: Please route signed form to Accounts Payable for processing.)

Accounting Summary				
Check #	Date:			
Accounts	A/C #	Amounts	Total Expenses	\$ -
M&E - employees	5700	\$ -	Dept:	
M&E	5710	\$ -		
Airfare	5720	\$ -		
Hotel	5730	\$ -		
Car Rental	5740	\$ -		
Mileage/Other Travel	5750	\$ -		
Telephone	6420	\$ -		

(Note: IRS requires all original receipts to be attached to this expense reports. Please make copies for your own records.)



## Application for Internal Transfer/Promotion Request Form

### EMPLOYEE'S CURRENT INFORMATION

Employee's name:

Current department:

Current position:

Current base salary:

Current work schedule (include hours and days per week):

Days available	Hours available
M, T, W, TH, F, SAT, SUN	AM PM

(Circle days)

### REQUESTED TRANSFER/PROMOTION

Requested department:

Requested position:

Requested work schedule (include hours and days per week):

Reason for request:

Requested transfer date:

Employee's signature:	Date:
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### TRANSFER/REASSIGNMENT APPROVAL

Print current supervisor's name:

Signature: _____	Date: _____
------------------	-------------

Print new supervisor's name:

Signature: _____	Date: _____
------------------	-------------

HR approved salary:	Effective date:
---------------------	-----------------

Signature of Employee _____	Date _____
-----------------------------	------------

Signature of Supervisor _____	Date _____
-------------------------------	------------

_____	_____
-------	-------

## Receipt of Restoration and Specialty Services Inc. Employee Handbook

I acknowledge that I have received a copy of the Restoration and Specialty Services Inc. Employee Handbook. I agree to read it thoroughly, including the statements describing the purpose and effect of the handbook.

I understand that this handbook is designed to introduce employees to the organization, familiarize them with Company policies, provide general guidelines on work rules, disciplinary procedures and other issues related to employment with Restoration and Specialty Services Inc., and to help answer many of the questions that may arise in connection with employment at Restoration and Specialty Services Inc..

I understand that this handbook and any other provisions contained in it do not constitute a guarantee of employment or an employment contract, express or implied. I understand that Restoration and Specialty Services Inc. is an "at-will" employer and as such, employment with Restoration and Specialty Services Inc. is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the company (except the President, in writing) has the authority to enter into any agreement of employment for any specified period of time, or to make any agreement contrary to the above.

In addition, I understand that this handbook states Restoration and Specialty Services Inc. policies and practices in effect on the date of publication. I understand that nothing contained in the handbook may be construed as promising future benefits or a binding contract with Restoration and Specialty Services Inc. for benefits or for any other purpose. Personnel policies are applied at the discretion of Restoration and Specialty Services Inc.. Restoration and Specialty Services Inc. reserves the right to change, withdraw, apply or amend any of our policies or benefits, including those covered in this handbook, at any time. Restoration and Specialty Services Inc. may notify employees of such changes via email, by posting on the Company's intranet, portal or website, or via a printed memo, notice, amendment to or reprinting of this handbook, but may, in its discretion, make such changes at any time, with or without notice and without a written revision of this handbook.

By signing below, I acknowledge that I have received a copy of the Restoration and Specialty Services Inc. Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained within it and any revisions made to it. Furthermore, I acknowledge that I am employed at will and that this handbook is neither a contract of employment nor a legal document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print your full name

Please sign and date one copy of this notice, and then return it to Human Resources. Retain a second copy for your reference.

---

## Receipt of Anti-Harassment and Sexual Harassment Policies

As described in the Anti-Harassment Policy and the Sexual Harassment Policy, harassment is prohibited at Restoration and Specialty Services Inc..

By signing below,

- I acknowledge that I have received a copy of the Restoration and Specialty Services Inc. Anti-Harassment Policy and Sexual Harassment Policy, and I understand that it is my responsibility to read and comply with both policies and any revisions made to them.
- I acknowledge that retaliating or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited.
- I acknowledge that employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

\_\_\_\_\_

Signature Date

\_\_\_\_\_

Print your full name