

Aaron Thomas Company, Inc.

**Contract Packaging • Distribution •  
Warehousing**

# **Employee Handbook**

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## TABLE OF CONTENTS

SECTION 1 – WELCOME .....	5
1.1    Introductory Statement.....	5
1.1    At-Will Employment .....	6
SECTION 2 – WORKPLACE COMMITMENTS.....	6
2.1    Equal Employment Opportunity .....	6
2.2    Sexual and Other Prohibited Harassment.....	8
2.3    Sexual Harassment Defined.....	8
2.4    Other Types of Prohibited Harassment.....	9
2.5    Protection Against Retaliation .....	10
2.6    Complaint Procedures .....	10
2.7    Disability Accommodation .....	12
2.8    Religious Accommodation.....	12
2.9    Pregnancy Accommodation .....	13
2.10   Lactation Accommodation.....	14
2.11   Reporting and Anti-Retaliation Policy .....	15
SECTION 3 - EMPLOYMENT CLASSIFICATIONS .....	16
3.1    Full-Time Employees.....	16
3.2    Part-Time Employees.....	16
3.3    Temporary Employees .....	16
SECTION 4 - ATTENDANCE AND PUNCTUALITY .....	17
SECTION 5 – PAY PRACTICES .....	19
5.1    Paydays .....	19
5.2    Timekeeping .....	19

5.3	Exempt Employees .....	20
5.4	Overtime .....	21
5.5	Overtime Authorization .....	21
5.6	Meal and Rest Periods.....	21
5.7	Access to Personnel Files .....	22
5.8	Holidays .....	22
5.9	Health Insurance .....	23
5.10	Retirement Plan .....	23
5.11	Workers’ Compensation .....	23
5.12	Reporting Work-Related Injury or Illness .....	24
5.13	Leaves of Absence/Accommodation .....	24
5.14	Return to Work .....	24
5.15	Fraud .....	24
5.16	Consolidated Omnibus Budget Reconciliation Act (“COBRA”) .....	24
SECTION 6 – EMPLOYEE CONDUCT .....		25
6.1	Employee Conduct and Work Rules .....	25
6.2	Personal Appearance.....	26
6.3	Religious, Medical and Disability Accommodations .	27
6.4	Employee Responsibility for Safe Food.....	27
6.5	Use of Company Equipment and Resources .....	28
6.6	Business Equipment and Information Systems Usage Policy	28
6.7	Computer and Systems Security .....	29
6.8	Social Media .....	30
6.9	Confidentiality and Proprietary Company Information	33
6.10	Conflicts of Interest.....	34

6.11	No Solicitation/Distribution of Literature .....	36
6.12	Smoke-Free Workplace .....	36
6.13	Workplace Violence Policy .....	36
SECTION 7 – HEALTH AND SAFETY .....		38
7.1	Workplace Safety .....	38
7.2	Safety Data Sheets “Right to Know” .....	40
7.3	Drug-Free / Alcohol-Free Environment.....	40
7.4	The Company’s Right to Search .....	44
7.5	Badge Policy .....	45
7.6	Apparent Illness or Open Lesion.....	45
7.7	Video Surveillance.....	45
7.8	Cell Phone Use/Texting While Driving.....	46
SECTION 8 – LEAVE POLICIES .....		46
8.1	Family and Medical Leave Act .....	46
8.2	Bereavement Leave .....	53
8.3	Military Leave .....	54
8.4	Civic Duties Time Off.....	54
8.5	Personal Leave of Absence .....	55
8.6	Other Types of Leaves .....	56
SECTION 9 – LEAVING THE COMPANY .....		56
9.1	Notice of Resignation .....	56
9.2	Pay and Benefits Upon Termination .....	56
9.3	Return of Company Property .....	56

## **SECTION 1 – WELCOME**

### **1.1 Introductory Statement**

This Employee Handbook contains information about the employment policies and practices of Aaron Thomas Company referred to in this Employee Handbook as “Aaron Thomas Company” or the “Company”). These policies reflect the Company’s values, and we expect each employee to read this Employee Handbook carefully as it is a valuable reference for helping each employee understand their job and their employment with the Company.

This Employee Handbook supersedes all previously issued Employee Handbooks. Except for the policy of at-will employment, the Company reserves the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this Employee Handbook.

This Employee Handbook is not a contract and does not constitute an express or implied contract guaranteeing continued employment for any employee. No manager or supervisor has any authority to enter into a contract of employment, express or implied, that changes or alters the fact that employment with Aaron Thomas Company is at-will. Only the Company’s Chief Executive Officer (CEO) has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the CEO.

Not all of the Company’s policies and procedures are set forth in this Employee Handbook. We have summarized only some of the more important ones. If an employee has any questions or concerns about this Employee Handbook or any other policy or procedure, they should ask their supervisor or Human Resources.

Nothing in this Handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this Handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, including the right to: communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; self-organize, form, join or assist labor organizations; bargain collectively through representatives of the employees’ choosing; engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; refrain from engaging in such activities; or engage in any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this Handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws.

This Handbook may apply to employees working in a state with greater or different rights, and the Company may provide a state-specific supplement to the Employee Handbook that provides

information and policies applicable to employees working in that state. The Company complies with applicable laws, including state and local laws.

## **1.2 At-Will Employment**

Employment at Aaron Thomas Company is at-will, unless state law provides otherwise. This means that employment may be terminated for any or no reason, with or without cause or notice at any time by the employee or by the Company. Nothing in this Handbook or any oral statement shall limit the right to terminate at-will. This at-will employment policy is the sole and entire agreement between the employee and the Company regarding the fact that employment with the Company is at-will. No manager or supervisor has any authority to enter into a contract of employment express or implied that changes the fact that employment with the Company is at-will. Only the Chief Executive Officer (CEO) of the Company has the authority to enter into an employment agreement that alters the fact that employment with Aaron Thomas Company is at-will, and any such agreement must be in writing signed by the CEO of the Company.

## **1.3 Voluntary Open Door Policy**

Aaron Thomas Company has an open door policy that employees may voluntarily use and takes employee concerns and problems seriously. The company values each employee and strives to provide an ethical work experience. Employees are welcome to bring any workplace concerns or problems they might have or know about to their supervisor or some other member of management, Human Resources or the General Manager.

Aaron Thomas Company takes all employee concerns and problems seriously and welcomes employees to express their concerns and bring issues forward. We will work to address your concern as soon as possible under the circumstances. Even so, we believe that open communication is essential to a successful work environment, and all employees should feel free to raise issues of concern without fear of reprisal.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed by employees seeking to report violations of those policies. Employees should utilize this Voluntary Open Door policy for reports and ideas that are not addressed through the Company's specific reporting procedures.

You are encouraged to utilize this procedure without fear of retaliation.

## **SECTION 2 – WORKPLACE COMMITMENTS**

### **2.1 Equal Employment Opportunity**

Aaron Thomas is an equal opportunity employer.

In accordance with applicable law, we prohibit discrimination against any applicant or employee based on any legally Protected Characteristics, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation,

gender identity, age (40 and over), national origin or ancestry, citizenship or immigration status, physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status or any other status protected by federal, state or local law (collectively, “Protected Characteristics”). Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits discrimination based on any legally Protected Characteristics by any employee, including supervisors and co-workers. Any individual who believes that they or another individual have been subjected to discrimination in violation of this policy should report it pursuant to the *Complaint Procedures* in the *Sexual and Other Prohibited Harassment* policy below. If the Company determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken.

Retaliation is prohibited against any person by another employee or by the Company for reporting prohibited discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the *Complaint Procedures* in the *Sexual and Other Prohibited Harassment* policy below. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## 2.2 Sexual and Other Prohibited Harassment

The Company is committed to providing a work environment that is free of harassment based on any legally Protected Characteristics. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employee based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship or immigration status, uniformed servicemember status or any other status protected by federal, state or local law (collectively, “Protected Characteristics”).

The harassment prohibited by this policy applies to conduct by any person involved in our operations, including employees, supervisors, managers, temporary or seasonal workers, agents, clients, vendors, customers, or any other third-party involved in the Company’s operations, and this policy specifically prohibits conduct that creates or contributes to a hostile or offensive working environment for any Company employee or applicant based on Protected Characteristics. If such harassment occurs that an employee believes to be a violation of this policy, the procedures set forth in the *Complaint Procedures* in this policy should be followed.

The Company prohibits unlawful harassment and sexual harassment, and prohibits harassing conduct (as defined in this policy) even if such harassment does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for conduct that violates this policy that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment or sexual harassment.

## 2.3 Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an employee’s work performance or creating an intimidating, hostile or offensive working environment even if the individual making the report is not the intended target of such conduct.

Sexual harassment includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome

- requests for dates);
- Offers of employment benefits in exchange for sexual favors;
  - Making or threatening reprisals after a negative response to sexual advances;
  - Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
  - Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
  - Verbal and/or written content of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress or sexual experiences, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
  - Physical conduct: unwelcome or inappropriate touching, physical violence, intimidation, touching, assault or impeding or blocking normal movements;
  - Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity or the status of being transgender, such as:
    - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
    - Repeated and intentional use of a name or pronoun inconsistent with an individual's known gender identity;
    - Asking intrusive questions about a person's sexual orientation, gender identity, gender transition, or intimate body parts;
    - Sabotaging an individual's work; and
    - Bullying, yelling, or name-calling
  - Retaliation for making reports or threatening to report sexual harassment.

## 2.4 Other Types of Prohibited Harassment

Harassment on the basis of any Protected Characteristic is prohibited. Prohibited harassment may include behavior similar to the illustrations above and may also include, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's Protected Characteristics;
- Visual and/or written conduct including derogatory posters, photographs,

- calendars, cartoons, drawings, websites, social media, emails, text messages or gestures based on an individual's Protected Characteristics;
- Sharing or watching pornography or sexually demeaning depictions of people, including AI-generated and deepfake images and videos;
- Mimicking or mocking a person's disability, accent, or religious garments, jewelry, or displays; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's Protected Characteristics.

## **2.5 Protection Against Retaliation**

Retaliation is prohibited against any person by another employee or by the Company for using the *Complaint Procedures* provided below, reporting prohibited discrimination, harassment, sexual harassment or retaliation, objecting to such conduct or filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation or believe that another individual has been subjected to retaliation, should report this concern pursuant to the *Complaint Procedure* in this policy. Any report of retaliatory conduct will be investigated in a thorough and objective manner. If a report of retaliation prohibited by this policy is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

## **2.6 Complaint Procedures**

Any individual who believes that they or another individual has been subjected to discrimination, sexual harassment, any other form of prohibited harassment or retaliation should, as soon as possible, report it to their onsite Human Resources Department or Corporate Human Resources Manager at 714-894-4468 or by email at [hr@packaging.com](mailto:hr@packaging.com). Complaints can be made orally or in writing. If any supervisor or another manager is the alleged harasser or otherwise believed to be violating this policy, the employee must report the alleged conduct to Human Resources – reporting directly to the offending supervisor directly is not sufficient. Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters. Any supervisor or manager who receives a complaint of discrimination, harassment, sexual harassment, or retaliation or receives information about such conduct must also immediately report it to Human Resources.

Employees are encouraged, but not required, to communicate to the offending person that their conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such behavior, if possible, such as intervening directly, alerting a supervisor or Human Resources to assist, or

making a report under this policy. Physical confrontation, violence, or assault is not an appropriate method of intervention. The intervening person must act in accordance with the Company's policies.

### Investigation

After a report is received, or the Company otherwise has reason to believe discrimination, prohibited discrimination, harassment, including sexual harassment, or retaliation is occurring, a timely, thorough and objective investigation by the Company will be undertaken. The Company will maintain confidentiality surrounding the investigation to the extent possible, consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law.

Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed and may be informed of the resolution. The Company complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. Employees are expected to provide truthful information when participating in an investigation.

### Discipline

If the Company determines that this policy has been violated, including in the event that a supervisor or manager knowingly allows the policy to be violated without reporting it, prompt remedial action will be taken, up to and including termination of employment.

In addition to being subject to discipline for engaging in discrimination, harassing or sexually harassing conduct, or retaliation themselves, supervisors and managers will be subject to discipline (up to and including termination) for failing to report suspected discrimination, harassment or sexual harassment, or otherwise knowingly allowing discrimination, harassment, or sexual harassment or retaliation to continue. Supervisors and managers will also be subject to discipline for engaging in prohibited discrimination, harassment, including sexual harassment or retaliation. Supervisors and managers must ensure the workplace is safe, supportive, and free from retaliation against those who raise complaints or act as witnesses both during and after any investigation.

## Good Faith Reporting

The initiation of a good faith complaint of discrimination, prohibited harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

### **2.7 Disability Accommodation**

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the Company will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee through an interactive process to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation and by being willing to consider alternative accommodations when applicable. In some cases, the above-described interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who wish to request unpaid time away from work to accommodate a disability should speak to Human Resources.

### **2.8 Religious Accommodation**

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the conduct of the Company's business.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

## **2.9 Pregnancy Accommodation**

In accordance with the federal Pregnant Workers Fairness Act ("PWFA"), the Company will make reasonable accommodations for known physical or mental limitations related to the pregnancy, childbirth or related medical conditions of a qualified applicant or employee, unless the accommodation would impose an undue hardship on the operation of the Company's business.

"Known physical or mental limitations" are those that the applicant, employee or their representative has communicated to the Company. Employees or applicants who wish to inform the Company of such a limitation and/or request a reasonable accommodation under this policy should contact Human Resources, preferably specifying in writing, what barriers or limitations prompted the request. Human Resources will evaluate information provided regarding any reported or apparent barriers or limitations and will then communicate with the applicant or employee and engage in an interactive process to determine the nature of the limitation and what, if any, reasonable accommodation(s) may be appropriate. If, through this interactive process, the Company and the individual arrive at a reasonable accommodation that does not impose an undue hardship on the operation of the Company's business, the Company will make that accommodation.

Employees who wish to request time away from work to accommodate a limitation related to pregnancy, childbirth or a related medical condition should contact Human Resources. However, the Company will not require a qualified employee to take leave if another reasonable accommodation can be provided.

A number of states and localities have laws that apply to employees affected by pregnancy, childbirth, or related medical conditions. For individuals working in a jurisdiction that has a mandatory pregnancy accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

The Company prohibits discrimination on the basis of pregnancy, childbirth or related medical conditions. The Company also will not interfere with any individual's rights under the PWFA or take adverse action against a qualified applicant or employee because they request or use reasonable accommodations in accordance with this policy, report or oppose discrimination under the PWFA, or participate in a proceeding involving an alleged violation of the PWFA.

Individuals who believe they have been subjected to, or believe that another individual has been subjected to, prohibited discrimination, retaliation or coercion should report it immediately to Human Resources.

## **2.10 Lactation Accommodation**

For up to one year after the birth of an employee's child, the Company will provide the employee a reasonable amount of lactation break time each time the employee needs to express breast milk for their child. Employees needing breaks for lactation purposes may use ordinary paid rest breaks or may take other reasonable break time when needed. If possible, the lactation break time should run concurrently with scheduled meal and rest breaks already provided to the employee. If the lactation break time cannot run concurrently with meal and rest breaks already provided or additional time is needed for the employee, the lactation break time will be unpaid for non-exempt employees.

Employees will be relieved of all work-related duties during any unpaid break. Where unpaid breaks or additional time are required, employees should work with their supervisor regarding scheduling and reporting the extra break time.

Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

For lactation breaks when an employee is working at a physical location of the Company, the Company will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The Company will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

The Company will otherwise treat lactation as a pregnancy-related medical condition and address lactation-related needs in accordance with the PWFA and other applicable laws.

Employees should discuss with Human Resources the location for storage of expressed milk. In addition, employees should contact Human Resources before their return to work following the birth of a child to identify the need for a lactation area.

Employees who believe they have not been provided lactation break time and the use of a room or private area in accordance with this policy and federal law should immediately notify Human Resources. The Company will not retaliate or discriminate against an employee because they file a complaint or institute any proceeding under or related to the federal Fair Labor Standards Act, testify in any such proceeding or serve on an industry committee.

For employees working in a jurisdiction that has an applicable state or local mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different break time and space accommodations than those described in this policy.

## 2.11 Reporting and Anti-Retaliation Policy

It is Aaron Thomas Company's intent to protect its integrity, ensure the highest standards of ethical and lawful conduct among its employees in completing job duties, and adhere to all applicable laws and regulations in the work environment. Aaron Thomas Company therefore encourages employees to report any reasonable belief that a legal or ethical violation has potentially occurred due to any policy, practice or activity by Aaron Thomas Company or its employees, customers, or vendors. A report of any such potentially improper activity may be submitted on a confidential basis by the employee. There is an anonymous suggestion box. Reports can be made to the onsite HR clerk or corporate Human Resources Manager at 714-894-4468 or by email at [hr@packaging.com](mailto:hr@packaging.com).

Aaron Thomas Company will not retaliate against an employee who, in good faith, reports any potentially unlawful or unethical activity or conduct that violates a Company rule. Nor will Aaron Thomas Company tolerate any other employee retaliating against or attempting to influence the employee. Any employee who does so will be subject to discipline up to and including termination of employment.

Aaron Thomas Company will conduct a timely, objective and efficient investigation into all reports of potentially improper activity. The Company complies with the law in conducting investigations and expects that employees will cooperate with an investigation, except when voluntary compliance with an investigation is being requested. The Company also expects that employees will provide truthful information when participating in an investigation. Reports of potentially improper activity and related investigations will be kept confidential to the extent possible, in accordance with applicable law and consistent with the need to conduct a thorough, objective and efficient investigation.

Anyone found to have engaged in unlawful conduct or conduct that is unethical or violates any Company rule will be subject to disciplinary action up to and including termination of employment. Civil liability or criminal prosecution of the wrongdoer may also result.

Employees who believe that they have been subjected to any conduct that violates this policy may register a complaint using the procedures outlined above. Any employee who unlawfully discriminates or retaliates against another employee as a result of that employee's protected actions as described in this policy may be subject to corrective action, up to and including termination. Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in an investigation or proceeding conducted by one of these agencies.

## **SECTION 3 - EMPLOYMENT CLASSIFICATIONS**

It is the intent of Aaron Thomas Company to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility.

Each employee is designated as either Non-Exempt or Exempt.

Nonexempt employees are employees who have been classified by the Company as non-exempt and whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Non-Exempt employees are entitled to overtime pay in compliance with the specific provisions of federal and state laws.

Exempt employees are employees who have been classified by the Company as exempt and whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime provisions of federal and state wage and hour laws.

An employee's exemption status may be changed by notification by Aaron Thomas Company's management. If you have any questions concerning your employee classification or the benefits for which you qualify, please consult Human Resources or the applicable benefit plan document.

In addition to the above categories, each employee will belong to one other employment category:

### **3.1 Full-Time Employees**

Full-Time Employees are those who are normally scheduled to work and do work a schedule of 40 hours per week. Generally, they are eligible for Aaron Thomas' benefit package, subject to the terms, conditions, and limitations of each benefit program. Employees not classified by the Company as "full-time" may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult with Human Resources or the applicable plan document for all information regarding eligibility, coverage, and benefits. It is the plan document that ultimately governs your entitlement to benefits.

### **3.2 Part-Time Employees**

Part-time employees are those who are normally scheduled to work and who do work less than 40 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Employee Handbook and are provided with benefits required by applicable law.

### **3.3 Temporary Employees**

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the

completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or non-exempt on the basis of job duties and compensation.

#### **SECTION 4 - ATTENDANCE AND PUNCTUALITY**

Here at Aaron Thomas Company, we function as a team. Irregular attendance, tardiness, and leaving early impose undue hardship upon the company's operation and fellow employees. Our attendance policy is designed to maintain attendance at appropriate levels to ensure proper staffing.

Employees are expected to report to work as scheduled, be on time and be prepared to start work or change into a uniform or safety gear if the employee is required to do so on the premises. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided. If an employee is unable to report for work on any particular day, they must call their supervisor at least one hour in advance of the time the employee is scheduled to begin working for that day (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift. The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, employees must call in on each and every scheduled day on which they will not report to work, unless they are on an approved leave of absence.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including paid time off (PTO);
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon

the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources. The Company will investigate the situation and any errors will be corrected. Employees who fail to report for work without any notification to their supervisor and whose absence continues for a period of three consecutive days (No Call / No Show) will be considered to have abandoned and voluntarily terminated their employment, absent extraordinary circumstances.

### Occurrences

Employees will not be subject to disciplinary action for absences, tardies or early departures that are legally protected or otherwise excused as defined above. Additionally, employees will not be subject to disciplinary action if they call to report their absence at least one hours before the start of their shift and they give an honest explanation.

For each day of absence that is not legally protected or otherwise excused, that absence will be recorded as one (1) occurrence. A period of consecutive workdays missed will be counted as one (1) occurrence.

Unless an employee works in a location with a mandatory sick leave rule, employees who are absent due to illness or injury may be required to present a return to work slip signed by their doctor if the Company has reason to suspect the employee is not being truthful or for any other lawful reason. If documentation is not provided this type of absence might be recorded as one (1) occurrence.

If an employee is scheduled to work on a Saturday or holiday but does not report, that will be recorded as one (1) occurrence, unless the reason is legally protected or otherwise excused.

Employees must report that they are going to be tardy at least 15 minutes before the start of their scheduled start time. If an employee reports their tardy less than 15 minutes in advance, they will be assessed one point, unless the reason is legally protected or otherwise excused. If the employee reports the tardy 15 minutes or more before the start of the shift, the employee will be assessed one half (1/2) a point, unless the reason is legally protected or otherwise excused.

If an employee leaves their scheduled shift early at their own request without a 2 business days notice, and after obtaining their supervisor's permission, it will be recorded as one half (1/2) occurrence, unless the reason is legally protected or otherwise excused. If an employee leaves their scheduled shift early due to an emergency, documentation needs to be provided to avoid

(1/2) occurrence. If an employee is scheduled to work overtime as an extension of their regular shift but does not work the time scheduled, it will be recorded as one half (1/2) of an occurrence, unless the reason is legally protected or otherwise excused. Leaving without the supervisor's approval and walking off the job will be considered "quitting" unless the reason is legally protected or otherwise excused.

Employees, who complete 90 consecutive working days of perfect attendance, will be awarded one half (1/2) bonus occurrence. A "bonus occurrence" means that an employee will be permitted to clear one half (1/2) occurrence points from their record. Perfect attendance is defined as no absences, no tardiness, no early leaves, and attendance at all scheduled overtime, in accordance with applicable law. If the reason for an absence, tardy or early departure that occurs within a 90 day period is legally protected or otherwise excused, the employee will still be permitted to clear ½ of an occurrence points. Bonus occurrences may only be used to clear occurrences that are already on an employee's record and may not be accumulated for future use.

## **SECTION 5 – PAY PRACTICES**

### **5.1 Paydays**

All employees are paid weekly on Friday for the prior week of work. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's PTO, the employee can pick up their paycheck during PTO or make arrangements for someone else to do so.

Checks will only be distributed to the employee named on the check, unless a signed note is sent to release the check. In this event, the signature will be verified with records on hand and identification will be required from the individual to whom the check is released.

### **5.2 Timekeeping**

#### **Non-Exempt Employees**

Employees who are classified as non-exempt must accurately record the time they work each day, including the time they begin work, the time they end work and the time they start and return from meal breaks.

When employees receive their paychecks, they should verify immediately that their working time was recorded accurately and that they were paid correctly for all hours worked.

Nonexempt employees must report all time worked and not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early or finish work late. Full meal and rest periods must be taken. Employees may not perform any other extra or

overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If any employee is directed or encouraged to incorrectly report hours worked, or to alter another employee's time records, they should report the incident immediately to a supervisor or Human Resources.

### **5.3 Exempt Employees**

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or PTO. Most exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees however must complete all required job duties and may be required to be available during core business hours to meet business needs. However, when an exempt employee takes unpaid leave under the federal Family and Medical Leave Act, the Company will not pay for such days/hours of absence. In addition, an exempt employee will not be paid for one or more full days not worked under the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for workplace conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available PTO or sick time, as a replacement for salary, when the employee takes less than a full day off from work.

An exempt employee's salary will not be reduced when the employee works part of a week and misses part of a week due to service as a juror, witness or in the military or for lack of work,

though deductions may be made to offset amounts an employee receives as jury or witness fees, or for military pay. The Company may also make lawful deductions from an employee's salary for penalties imposed in good faith for infractions of safety rules of major significance. It is company policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable state law. The Company prohibits any deductions from pay that violate the FLSA or applicable state law.

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to Human Resources or a supervisor. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

#### **5.4 Overtime**

When operating requirements or other needs cannot be met during regular working hours, employees may be required to work overtime hours. When possible, advance notification of these assignments will be provided. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Aaron Thomas Company pays overtime compensation to non-exempt employees in accordance with state and federal wage and hour requirements. Paid time off such as sick pay, PTO pay, and holiday pay will not be considered hours worked for purposes of calculating overtime.

Aaron Thomas Company may require Employees to work overtime, weekends, or holidays as part of their employment. Any refusal to work scheduled overtime, weekend, or holidays shifts may result in discipline, up to termination.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees. Unless otherwise communicated, for overtime pay calculation purposes, the work day begins at 12:00 am and ends at 11:59 pm. The workweek begins on Monday at 12:00 am and ends at 11:59 pm on Sunday.

#### **5.5 Overtime Authorization**

All overtime must be approved by an employee's supervisor before the overtime is worked. Failure to comply with this policy will lead to disciplinary action.

#### **5.6 Meal and Rest Periods**

It is the Company's policy to comply with all laws regarding meal and rest breaks.

If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as “hours worked” and paid accordingly. Meal breaks lasting 30 minutes or more are not considered “hours worked” for purposes of federal law and will not be paid for nonexempt employees.

Employees must be completely relieved from work duties during any unpaid meal break. Nonexempt employees must record the beginning and ending time of their meal breaks each day on their time records.

## **5.7 Access to Personnel Files**

Aaron Thomas Company maintains a personnel file on each employee.

Personnel files are the property of Aaron Thomas Company, and access to the information they contain is restricted. Generally, only supervisors and management personnel of Aaron Thomas Company who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Manager. With reasonable advance notice, employees may review their own personnel files in Aaron Thomas Company’s offices. If an employee works in a location that requires employers to provide copies of personnel files to their employees, the Company will comply with all legal requirements.

## **5.8 Holidays**

Aaron Thomas Company will grant paid holiday time off to all eligible employees who have completed 30 calendar days of service in an eligible employment classification. Holiday pay will be calculated based on the employee’s straight- time pay rate (as of the date of the holiday) times 8 hours or based on the employee’s regular schedule.

Aaron Thomas Company will grant holiday time off to all employees on the holidays listed below:

- New Year’s Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November)
- Day after Thanksgiving
- Christmas (December 25)

If an eligible non-exempt employee works on a recognized holiday, they will receive holiday pay plus pay for all hours worked on the holiday.

Holiday pay is not counted for the purpose of calculating an employee's overtime hours of work or overtime premiums.

Employees who are on a continuous leave of absence are not eligible to receive holiday pay.

Employees must work the day before and the day after the holiday to receive holiday pay, unless the employee is taking sick leave, the time off is approved, or as otherwise required by law.

## **5.9 Health Insurance**

Aaron Thomas Company makes group health benefits available to eligible employees and their family members. Eligible employees are employees who have worked for 60 days as a full-time employee and employees who work at least 30 hours per week. If benefits are elected, they will begin the first of the following month. Health benefits are paid in part by the company. The remainder of the cost is the employee's responsibility. Employees are also responsible for the premium for their dependents.

Consult the applicable plan document for all information regarding eligibility, coverage, costs, and benefits. It is the plan document that ultimately governs your entitlement to benefits. The Company reserves the right to modify or eliminate benefits at any time in accordance with applicable law.

## **5.10 Retirement Plan**

Aaron Thomas Company participates in a 401(k) plan so that employees may save a portion of their earnings for retirement. Employees may elect to make regular contributions to the 401(k) plan up to the maximum amount allowed by federal law.

Contact the Human Resource Manager for detailed information regarding eligibility, employee contributions, vesting period or employer contributions. More information can also be found in the plan summary description.

The company reserves the right to modify or terminate any or all of its retirement benefits or to change benefit providers at any time with or without notice.

## **5.11 Workers' Compensation**

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements,

workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

#### **5.12 Reporting Work-Related Injury or Illness**

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately.

#### **5.13 Leaves of Absence/Accommodation**

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

#### **5.14 Return to Work**

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

#### **5.15 Fraud**

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

#### **5.16 Consolidated Omnibus Budget Reconciliation Act ("COBRA")**

The federal Consolidated Omnibus Budget Reconciliation Act (Cobra) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Aaron Thomas' health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child who no longer meets eligibility requirements.

Under Cobra, the employee or beneficiary pays the full cost of coverage at Aaron Thomas' group rate plus an administration fee.

Aaron Thomas Co. provides each eligible employee with a written notice describing rights granted under Cobra when the employee becomes eligible for coverage under Aaron Thomas' health insurance plan. The notice contains important information about the employee's rights and obligations.

## SECTION 6 – EMPLOYEE CONDUCT

### 6.1 Employee Conduct and Work Rules

The Company expects employees to follow basic, common-sense rules of conduct that will protect everyone's safety and security, as well as the Company's legitimate business interests. It is not possible to list all the forms of prohibited behavior, but below are examples of unacceptable behavior that may lead to disciplinary action up to and including termination of employment, in the discretion of the Company. The following list is not all-inclusive:

- Falsification of employment records, employment information or work-related information of the Company;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employee's;
- Theft or the deliberate or careless damage of the Company's property or the property of any employee, visitor or other third-party involved in the Company's business operations;
- Use or removal of materials, supplies, tools or products of the Company, a visitor or third-party involved in the Company's business operations without advanced permission from management;
- Provoking a physical fight or engaging in physical fighting in the work environment, during working hours, at a work event or on premises owned or occupied by the Company;
- Carrying firearms, weapons or dangerous substances at any time, on premises owned or occupied by the Company, unless otherwise permitted by applicable law.
- Using abusive, violent, threatening or vulgar language at any time in the work environment, during working hours or while on premises owned or occupied by the Company;
- Absence of three (3) consecutive scheduled workdays without prior notice to the Company;
- Making knowingly false statements concerning the Company or any employee or third-party involved in the Company's business operations;
- Failing to obtain permission from your supervisor to leave work or be offline during scheduled working time (not including legally required meal and rest breaks) unless the reason is legally protected;
- Violating the Attendance Policy;
- Failing to observe working schedules, including meal and rest breaks;
- Abusing or misusing paid sick leave (for employees subject to mandatory sick leave laws, please refer to the provisions of the applicable policy or posting concerning sick leave);
- Working overtime without authorization or refusing to work assigned hours;
- Violating any policy, rule or procedure of the Company, including those in this Employee Handbook or a State Supplement;
- Failure to demonstrate immediate and consistent improvement in poor work

- performance;
  - Refusal to perform assigned duties as requested by a supervisor unless unsafe or contrary to Company policies or procedures;
  - Use, consumption or possession of intoxicating beverages or illegal drugs on the Company premises, during working hours, or a work event, or otherwise violating the Company's Drug and Alcohol-Free
- Workplace Policy.
- Discrimination or harassment in violation of our EEO or Sexual and Other Prohibited Harassment Policy against any employee, client, contractor, visitor, or other individual involved in the operations of the Company based upon race, religion, age, sex, national origin, disability or any other protected characteristic under applicable law.
  - Sleeping during working time, or neglecting job duties during working time;
  - Refusing to accept work or refusing to following a reasonable direct order of a supervisor or management representative regarding job duties;
  - Having personal items, such as but not limited to, cell phones, medicine, food items in the production or warehouse area.
  - Bringing food, beverages, tobacco, candy, gum, etc. into the production or warehouse area. (Water supplied by the company is allowed in approved, designated areas);
  - Failing to follow established work procedures or job instructions;
  - Negligence in observing fire protection or safety regulations, poor housekeeping, or failure to report on-the-job injuries or unsafe condition;
  - Employees are required to wash their hands before they start working. All non-exempt employees should be recording time while they wash their hands (these employees should not complete the work-related handwashing requirement before clocking in);

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct or performance issues or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment.

## 6.2 Personal Appearance

The image the Company projects to the public is reflected in the appearance of our employees. Simply stated, employees should look well-groomed and should be dressed appropriately for their specific duties. Employees are expected to use good judgment in their appearance and grooming, keeping in mind the nature of the work, their own safety and the safety of co-workers, and their need to interact with the public. Additionally, employees must report to work in a clean and presentable state. Employees who wear protective clothing are required to put it on after they have clocked in.

- Long hair must be tied back and hairnets must be worn. If a hat or ball cap is worn, they must be worn on top of the hairnet.

- Hands must be sanitized after breaks and after using the restroom facilities and prior to any production of food or pharmaceutical products.
- Proper foot attire is required. No open toe, open back slip-on, or sandal type shoes are permitted in the production or warehouse area.
- If shorts are permitted in your work location, they must be no shorter than mid-thigh length.
- Tops must sufficiently cover all parts of torso, no halter or tank tops permitted.
- Dresses or skirts are not permitted while working on the production line or in the warehouse area.
- Employees are prohibited from wearing clothes that contain material that is unlawfully harassing, discriminatory, obscene, threatening or violent.
- Pants must fit correctly at the waist (no over-sized pants or sagging past the waist-line).
- Jewelry and other objects (e.g., watches, earrings, piercings, bracelets, necklaces, etc.) shall not be worn in any production or warehouse area. The only exceptions are medical alert necklaces and wedding bands without stones.

Employees who report to work improperly dressed or groomed may be instructed by their supervisor to return home to change. The time that non-exempt employees are absent for this purpose will be unpaid unless state law requires otherwise.

Employees who are provided with Company uniforms shall keep them in a presentable condition and must wear them during all working time. The time spent changing into such uniform, picking up and dropping off safety gear, or donning of safety equipment must occur “on the clock” (after the employee has clocked in). Any loss of Company property, including uniforms, may result in a charge to the employee for the reasonable replacement cost, as allowable by law.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law.

### **6.3 Religious, Medical and Disability Accommodations**

The Company will reasonably accommodate exceptions to this policy if required due to an employee’s religious beliefs, medical condition or disability. Employees who need such an accommodation should contact their supervisor or Human Resources.

### **6.4 Employee Responsibility for Safe Food**

The Aaron Thomas Company is committed to producing safe quality food, supplements, and pharmaceuticals.

To that end, we solicit a commitment from each employee to be the first line of defense against any unsafe consumable items processed, stored, or distributed by our company. Whether the unsafe condition of the item originates from intentional or unintentional sources, each employee commits to immediately notifying supervisory staff of any potential unsafe condition.

## **6.5 Use of Company Equipment and Resources**

When using Company equipment, vehicles or other property, employees are expected to exercise care, maintain the property in safe working order, and follow all operating instructions, safety standards and guidelines. Employees should notify their supervisors if any equipment, machines, tools, or vehicles appear to be damaged, defective or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Employees who have questions about their responsibility for maintenance and care of equipment or vehicles used on the job should consult their manager.

All employees are expected to comply with all local, state, and federal laws while operating Company vehicles and other equipment. The Company may discipline employees who engage in unlawful conduct.

## **6.6 Business Equipment and Information Systems Usage Policy**

The Company has significantly invested in telephone services, copiers, computers, laptops, tablets, mobile phones, messaging systems, hardware, internet access, e-mail, software, networks, computer accounts, data storage, voicemail and all other types of business equipment and electronic resources provided by the Company (collectively “Business Equipment and Information Systems”). The Company’s Business Equipment and Information Systems are vital to keeping our operations flowing smoothly and effectively.

### *Acceptable Use*

This policy describes the Company’s general guidelines for using its Business Equipment and Information Systems.

Employees should use the Company’s Business Equipment and Information Systems with the understanding that these resources are provided for the benefit of the Company’s business. Employees may use Company e-mail for personal use, during nonworking time, as long as such use complies with Company rules and policies, and applicable laws. Employees should never use the Company’s Business Equipment and Information Systems for personal use in a manner that degrades the functionality of those systems or interferes with their work duties or responsibilities to customers.

The following guidelines, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Company's Business Equipment and Information Systems:

- Employees must comply with the password and other security provisions of the Company's Business Equipment and Information Systems. Employees must not use codes or passwords to gain unauthorized access to other employees' files or to Company files. Employees must not provide access to the Company's Business Equipment and Information Systems to anyone other than employees of the Company who are authorized users and other authorized users.
- Sending, saving, accessing, or viewing obscene or vulgar material on the Company's Business Equipment and Information Systems is prohibited. Messages stored and/or transmitted by the Company's Business Equipment and Information Systems must not contain content that may reasonably be considered to be obscene or other patently offensive material, including but not limited to, sexual comments, jokes or images; racial slurs; gender-specific comments; or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law. Any use of the Company's Business Equipment and Information Systems to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited.
- The Company's policies apply fully to the use of the Company's Business Equipment and Information Systems. Any use of the Company's Business Equipment and Information Systems that violates a Company policy is prohibited.
- The Company's Business Equipment and Information Systems must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of the Company's Business Equipment and Information Systems.
- Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements.
- Employees may not download software and install it on Company Business Equipment and Information Systems. The Company reserves the right to audit any Company computer or equipment to determine what software is installed on the local drive(s).

Violators of this policy may be subject to discipline, up to and including termination of employment.

## **6.7 Computer and Systems Security**

All Company Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company's Business Equipment and Information Systems are the property of the Company, and should be considered Company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all Company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to re-create the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based email account using Company equipment could be stored on the Company's Business Equipment and Information Systems; likewise, information regarding internet sites that an employee has accessed may also be stored.

### ***Email and Message Content Screening***

The Company maintains the right to screen all inbound and outbound email and other message (e.g., instant messages) content sent or received on the Company's Business Equipment and Information Systems. Messages or attachments that contain obscene or vulgar material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work-related.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use Company Business Equipment or Information Systems, the employee consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

## **6.8 Social Media**

The Company respects the legal rights of its employees and understands that employees' time outside of work is their own. However, employees should be mindful that their social media activity, even if done off premises and while off-duty, could affect the Company's legitimate business interests. For example, the information posted could be the Company's confidential business information. In addition, some readers may mistakenly view an employee as a spokesperson for the Company. Consequently, social media activity is a legitimate and proper focus of Company policy.

For purposes of this Policy, "social media activity" includes all types of posts and other communications on the internet, including but not limited to, posts on social networking sites,

such as Facebook and LinkedIn; blogs and other on-line journals and diaries; bulletin boards and chat rooms; microblogging, such as X (formerly Twitter); and posts of photographs, video or audio on media-sharing sites, such as YouTube, Instagram, TikTok, or Flickr. “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

### ***Scope Of This Policy***

This Social Media policy applies:

- To all Company employees;
- To social media activity for business or personal purposes;
- To social media activity while on or off duty, when on or off the Company’s premises, and while using the Company’s or personal electronic resources;
- To social media activity that relates in any way to, or may reflect on or impact, the Company’s business, employees, customers, business partners, vendors, suppliers or competitors; and
- Regardless of whether an employee identifies their affiliation with the Company in their social media activity or in their account profile or posts anonymously or using a pseudonym.

### ***Guidelines***

The Company values its established brand reputation and goodwill relationships. These are important corporate assets. When an employee engages in social media activity that identifies them as a Company employee, or in any way relates to, or reflects on, the Company, they should bear that in mind and follow the guidelines listed below:

- **Limit personal use during working time.** An employee may use the Company’s electronic resources to engage in social media activity for non-business purposes during non-working time as long as that activity involves only an incidental amount of their time, does not interfere with the employee’s or their co-workers’ job responsibilities, and complies fully with all Company policies. Employees may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.
- **Know and follow the rules.** An employee’s social media activity is subject to all pertinent Company policies, including, but not limited to, the Confidential Company Information, Equal Employment Opportunity, Sexual and Other Prohibited Harassment, Employee and Customer Data Privacy Policies, Standards of Conduct, Business Equipment and Information Systems Usage Policy, and other personal conduct policies.

- **Express only personal opinions.** Unless an employee has received prior authorization from the CEO, they should not represent in any social media content that they are authorized to speak on the Company’s behalf, or that the Company has reviewed or approved their content. If that will not be obvious from the content or context of their post, the employee should put in their post “#notanofficialspokesperson” or state in their account profile or post, “The views expressed in this post are my own. They have not been reviewed or approved by Aaron Thomas Packaging.”
- **Be respectful.** Employees should not post content about, or any image of, the Company, management, co-workers, customers, or vendors that is vulgar, obscene, threatening, knowingly or recklessly false, hateful, or a violation of the Company’s policies against discrimination, harassment, or hostility on account of age, race, religion, sex, sexual orientation, ethnicity, nationality, disability, or other protected class, status, or characteristic. Employees should not disparage the Company’s products or services, or the products or services of its vendors or competitors.
- **Use of Company logo.** Employees should not use the Company’s logo, trademark or proprietary graphics in a way that suggests they are representing the Company or while engaging in conduct that violates Company policy. For example, employees should not create a social media page with the Company’s logo placed in a way that might suggest to readers that the Company is sponsoring the page.
- **Protect confidential business information.** Employees should not disclose or post images or video of any of the Company’s trade secrets or confidential business information or of any confidential business or manufacturing processes. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Confidential business information may include, but is not limited to, marketing strategies, product launches, pricing policies; plans for the acquisition or disposition of corporate assets, non-public information about customers, and the Company’s attorney-client communications.
- **References.** All requests for references or recommendations received through social media activity must be handled in accordance with the Company’s policy on responding to these requests. This policy does not apply to LinkedIn endorsements.

### *Addressing Concerns*

Experience demonstrates that employees are more likely to resolve concerns about work by speaking directly with their co-workers, supervisor or other management-level personnel, or by contacting Human Resources, than by posting those concerns on the internet. If an employee decides to express concerns in social media, they should avoid using any content that reasonably

could be viewed as malicious, obscene, or threatening; or that might constitute prohibited harassment or bullying.

Please note that some Company policies, such as the Sexual and Other Prohibited Harassment policy, contain specific reporting procedures that should be followed by employees seeking to report violations of those policies.

### ***Enforcement***

Failure to comply with this Policy may lead to discipline, up to and including termination of employment, and if appropriate, the Company will pursue all available legal remedies.

## **6.9 Confidentiality and Proprietary Company Information**

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means. By way of example, Confidential Information refers to nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, employee health/medical records, system designs, customer lists and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver's license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours, benefits, or other terms and conditions of employment, if used by

them for purposes protected by Section 7 of the National Labor Relations Act such as: communicating with others; self-organizing; joining, forming or assisting labor organizations; bargaining collectively through representatives of the employees' choosing; engaging in other concerted activity for collective bargaining or other mutual aid or protection; refraining from engaging in such activities; or any other conduct protected by Section 7 of the National Labor Relations Act.

Confidential Information also does not include: conduct that was, or that an employee reasonably believes to be, illegal; conduct that is recognized as against a clear mandate of public policy; or the existence of a non-confidential settlement involving any such conduct. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

## **6.10 Conflicts of Interest**

While we acknowledge that employees may have pursuits separate from their work at the Company, such endeavors cannot compete with or conflict with an employee's job duties and responsibilities at the Company. All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest as set out in this policy. To further explain an employee's obligations to avoid conflicts of interest, a conflict of interest may arise, for instance, when an employee has a financial or other interest that could interfere with the employee's job duties with the Company or when an employee uses their position with the Company for personal gain. Each employee of the Company is required to ensure that they and their family members do not improperly benefit personally from the employee's position as an employee for the Company.

The following are examples of prohibited conflicts of interest in any aspect of an employee's job:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any other business entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any other business entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;
- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If an employee has, or is considering the assumption of, a financial interest or outside employment relationship that might involve a conflict of interest, or if the employee is in doubt concerning the proper application of this policy, they should promptly discuss the matter with Human Resources and refrain from exercising responsibility on the

Company's behalf in any manner that might reasonably be considered to be affected by any adverse interest.

Failure to disclose the fact of a conflict or potential conflict may constitute grounds for disciplinary action.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

### **6.11 No Solicitation/Distribution of Literature**

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

### **6.12 Smoke-Free Workplace**

The Company provides a work environment that is smoke-free. Smoking and the use of all tobacco-related products, including but not limited to, smoking, the use of chewing tobacco or other smokeless tobacco and the use of e-cigarettes or vaping, is strictly prohibited inside the building. Employees who observe other individuals smoking or using tobacco products in the workplace have a right to object and should report the violation to their supervisor or to another member of management. Employees will not be disciplined or retaliated against for reporting smoking that violates this policy.

Smoking, vaping, consuming or otherwise possessing cannabis on the Company’s premises is strictly prohibited, including in designated smoking areas. Employees should refer to the Company’s Drug and Alcohol-Free Work policy.

Employees that violate this policy or who tamper with “no smoking” signs may be subject to disciplinary action up to and including termination.

### **6.13 Workplace Violence Policy**

The safety and security of employees is of vital importance to the Company. Therefore, the Company has adopted a zero-tolerance policy concerning work-related violence. Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion will not be tolerated.

It is our goal to have a work environment free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Work-related violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees. The conduct prohibited by this policy applies to conduct by all persons involved in our operations, including coworkers, supervisors, managers, temporary or seasonal employees (“employees”), agents, clients, vendors, customers, or any other third party interacting with the Company (“third parties”).

Examples of work-related violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;
- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual’s family, friends, associates or property with harm;

- The intentional destruction or threat of destruction of the Company or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Work-related violence does not refer to work environment arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered work-related violence when there is no threat of violence being directed to the work environment or any individual connected with it. Rather, work-related violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our work environment, or targets any individual with acts or threats of violence.

Employees should help maintain a violence-free work environment To that end, employees are encouraged to immediately report any incident that violates this policy to a supervisor or manager.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in debates and protest about their terms and conditions of employment. No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that work-related violence has occurred.

## **SECTION 7 – HEALTH AND SAFETY**

### **7.1 Workplace Safety**

To assist in providing a safe and healthful work environment for employees, customers, and visitors, Aaron Thomas Company has established a workplace safety program. This program is a top priority for Aaron Thomas Company. The General Manager has responsibility for implementing, administering, monitoring, and evaluating the safety program. However, its success depends on the alertness and personal commitment of all.

Aaron Thomas Company provides information to employees about work place safety and health issues through regular internal communication channels such as supervisor-employee meetings, or conversations, bulletin board postings, memos, or other written communications.

Employees and supervisors receive periodic workplace safety training. The training covers potential safety and health hazards and safe work practices and procedures to eliminate or minimize hazards. These training sessions, or meetings are a mandatory requirement for employment.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestion for improved safety in the workplace are encouraged to raise them with their supervisor, or with another supervisor or manager, or bring them to the attention of the General Manager. Reports and concerns about workplace safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees, who violate safety standards, cause hazardous or dangerous situations, or fail to report or remedy such situation, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

Failure to comply with these safety policies will result in disciplinary action. Discipline will be based on the severity of the offence, up to and including termination.

Some of the most important safety rules are listed below.

1. No person shall run on Company property, for any reason, except in the case of an emergency.
2. All foot traffic must yield the right of way to powered vehicles.
3. No person shall operate any equipment, such as, forklifts or power jacks without the required training and authorization from their supervisor.
4. No employee is to ride on any moving equipment, such as, a conveyor belt, pallets jack or any other equipment unless there is a specific seat with seat belts.
5. No employee shall crawl under or climb over equipment such as conveyor belts or in-feeds for any reason without the aid of a platform ladder. The only exception is those employees authorized to perform maintenance on such equipment.
6. No person shall refuse to wear proper safety or protective equipment when indicated by a supervisor. Nor shall any person ignore posted warnings that restricts entry or requires special precautions.

7. No person is to perform repairs on any equipment without the proper training and authorization from their supervisor.

If an employee has a medical condition that impacts their ability to safely perform their job duties, they should immediately notify Human Resources and request a reasonable accommodation. The Company will comply with all reasonable accommodation requirements in accordance with applicable law.

## **7.2 Safety Data Sheets “Right to Know”**

The Hazard Communication Standard states that an employer must provide access to SDS (Safety Data Sheets) covering chemicals you can come in contact with in your work area. Employees should familiarize themselves with the location of these data sheets at their facility. Please contact your supervisor or manager for further information.

In the case of a chemical spill, leak, or emergency (ingestion, burns, nausea, etc.) notify a supervisor or manager immediately.

## **7.3 Drug-Free / Alcohol-Free Environment**

The Company strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

### **Drug Use/Distribution/Possession/Impairment**

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants during working time, while working, while on-call, while operating a Company-provided vehicle, and when on Company premises. “Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Employees are also prohibited from working while under the influence of illegal drugs or intoxicants. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Marijuana remains illegal as a matter of federal law, even though its use has been approved by certain states for recreational or medical purposes. Because marijuana is federally illegal, the Company at all times strictly prohibits possessing or using marijuana or marijuana products during working time, while working, while on-call, while operating a Company-provided vehicle

and when on Company premises. Employees are, additionally, at all times prohibited from working while impaired by marijuana and marijuana products. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired as set forth above. For California employees, the Company will not use a test that measures only non-psychoactive cannabis metabolites in the individual's system.

#### Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto Company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

#### Prescription and Over-the-Counter Drugs

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition to their supervisors, although such information may be needed to determine whether the employee requires an accommodation.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company's general prohibition against the possession or use of marijuana at work applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. The Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Employees who have any questions regarding the Company's position concerning medical marijuana in a particular location should contact Human Resources.

#### Counseling and Rehabilitation

Employees who voluntarily seek help for substance abuse (self-referral) by contacting the Company will be provided an opportunity to pursue counseling and rehabilitation. The Company will make available to these employees information about counseling and rehabilitation services. An employee who is receiving counseling and/or treatment for substance abuse may use available vacation, sick leave, or, if eligible, family and medical leave. Health insurance often

covers the costs of such services, but costs not covered must be paid by the employee. The employee cannot return to work until released by a treatment provider to do so, and upon receiving a negative result on a return-to-work drug and/or alcohol test (as appropriate for that individual and permitted by applicable law). In addition, the employee may be asked to submit to follow-up testing for a period following the return to work.

An employee's decision to seek help voluntarily will not be used as a basis for disciplinary action, although the individual may be transferred, given work restrictions or placed on leave, as appropriate. A request for help is considered voluntary only if it is made before the employee is asked to submit to any drug or alcohol test or is discovered to have otherwise violated this policy or another Company policy.

### Drug and/or Alcohol Testing

The Company may test certain employees for illegal drugs and/or alcohol as described below.

### Reasonable Suspicion Testing

An employee may be required to submit to drug or alcohol testing whenever the Company has a reasonable suspicion that the employee has violated any of the rules set forth in this policy. Requests for reasonable suspicion tests will be based upon reasonably contemporaneous observations of the employee's behavior or performance, or other indications that this policy may have been violated. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, or results of searches or other detection methods.

### Post-Accident Testing

Any employee who causes or contributes to a work-related injury or accident is subject to post-accident drug and/or alcohol testing as part of the Company's investigation into the incident.

### Drug & Alcohol Testing Procedures

Drug and alcohol tests are conducted under circumstances designed to ensure the accuracy and integrity of the testing process.

### Consent

No sample will be collected, or test conducted on any sample, without the consent of the person being tested. However, a refusal to submit to a test when asked will be viewed as a policy violation and will subject the individual to adverse employment action, up to and including termination. The Company will pay the costs of all drug and/or alcohol tests it requires of employees and applicants. For employees, time spent in the testing process is also compensable.

### Collection and Chain-of-Custody

Persons being tested will be asked to provide a test sample in the presence of a trained collector. Procedures for the collection of specimens will allow for reasonable individual privacy. The collection site person and the person being tested will follow chain-of-custody procedures for specimens at all times.

Urine, oral fluids, or hair tests may be used for drug testing in the Company's discretion. Urine specimens will be tested for temperature and may be subject to other validation procedures as appropriate.

Tests will seek only information about the presence of drugs and alcohol in an individual's specimen and will not test for any medical condition. If you are in need of an accommodation to participate in the testing process, please notify your Human Resources professional or your collector as soon as possible.

### Drug Test Methods

All drug test samples will be screened, and all presumptive positive drug tests will be confirmed using gas chromatography/mass spectrometry (GC/MS) (or an equally sensitive methodology). All confirmatory drug tests will be performed by a laboratory certified by the U.S. Substance Abuse and Mental Health Services Administration for federal workplace testing.

### Alcohol Test Methods

Breath and/or saliva tests ordinarily will be used to detect the presence of alcohol. An alcohol test will be considered positive if it shows the presence of .04 percent or more alcohol in a person's system. In some cases, urine alcohol tests will be utilized.

### Confidentiality

All records relating to positive test results, drug and alcohol dependencies, and medical information revealed to the Company shall be kept confidential and disseminated within the Company only on a need-to-know basis. Any records in the Company's possession will be kept in secure files separate from personnel files. Test results will not be released outside the Company without the written consent of the tested individual, except when necessary to defend an administrative proceeding or court claim brought by or on the individual's behalf, or as otherwise required by law.

### Refusing a Test

An employee's refusal to submit to drug and/or alcohol testing will be considered a violation of this policy and ordinarily will result in termination of employment. Attempts to tamper with, substitute, adulterate, dilute or otherwise falsify a test sample or refusal to cooperate with testing personnel are considered refusals to submit to a test, as is a failure to appear at the testing location promptly after being asked to submit to a test.

### Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

### Enforcement Policy

In order to enforce this policy and procedures, the Company may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles, as permitted by applicable law. Employees will be subject to disciplinary action, up to and including termination of employment for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by the Company.

### Compliance with Applicable Laws

The Company will administer this policy, including all drug and alcohol testing provisions, in a manner that complies with applicable federal, state, and local laws. If this policy differs from any legal requirement, the Company will follow the applicable law.

If you have questions on this policy or issues related to drug or alcohol use in the workplace you may discuss them with Human Resources without fear of reprisal.

## **7.4 The Company's Right to Search**

The Company wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the Company prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers Company vehicles and other storage devices are provided for the convenience of employees but remain the sole property of the Company. You have no reasonable expectation of privacy for items placed therein. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the Company at any time, upon reasonable suspicion, either with or without prior notice.

As an employer, the Company is charged with the duty to protect employees and others from injuries at the hands of employees who pose a known risk of bodily harm to others. Accordingly, upon reasonable suspicion, to ensure the safety and security of those individuals, and to protect our legitimate business interests, we reserve the right to question and inspect or search any employee or other individual entering or leaving company premises or job sites. The inspection or search may include any packages or items that the individual may be carrying, including briefcases, handbags, knapsacks, shopping bags, et cetera. Any non- exempt employee is present

during any search or inspection, the employee must report the time spent during the search or inspection as working time.

These items are subject to inspection and search upon reasonable suspicion, at any time, with or without prior notice. Employees may be required to consent to reasonable inspection of their personal property and/or person while on the job or on the Company's premises. Any inspection of an individual's person will be limited to a self-inspection, whereby they will be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same sex or gender.

For the purposes of this policy, reasonable suspicion is defined as specific and articulable facts, taken together with rational inferences from those facts, that the individual is in possession of drugs, contraband, or other illegal materials.

#### **7.5 Badge Policy**

All Aaron Thomas employees, temporary employees, visitors, and other third parties visiting the premises may be required to wear a security identifier while inside the facility. This may be a badging system or other such identifier as the facility manager sees fit.

In the event that photo badges are used, they will be issued once an employee has worked ten consecutive days. Employee will be responsible for keeping up with their badge. If any employee forgets their badge they shall sign for a temporary badge for that day. (The temporary badge must be turned in at the end of the day, or when employee leaves for home.) If an employee does not have their badge two days in a row, it will be considered a lost badge. (Even if the old badge is found at a later date) New employees that have not met the ten-consecutive day requirement will be issued a temporary badge that must be returned at the end of the day, or when the employee leaves to go home.

#### **7.6 Apparent Illness or Open Lesion**

Any person shown at any time to have an apparent illness or open lesion that may adversely affect the safety or quality of food or pharmaceutical products shall be excluded from direct contact with components, containers, in process materials, or food or drug products, until the condition is corrected.

All personnel shall be instructed to report to supervisory personnel any health conditions or open lesions that may have an adverse effect on food or pharmaceutical products.

The Company will comply with all laws governing accommodations and privacy.

#### **7.7 Video Surveillance**

The Company conducts video surveillance in Company facility common areas, including, without limitation, entrances, exits, and storage areas. The Company uses the video footage for the following non-exhaustive purposes:

- improving employee personal security and safety, including, without limitation, through accident prevention and investigation;
- improving the functionality of the facilities; guarding against misconduct and theft; protecting proprietary information;
- for evidentiary purposes so that Company may defend itself in disputes and refute or confirm routine inspection citations; and
- for other unspecified legitimate business purposes not identified above.

The Company does not conduct video surveillance in facility restrooms or changing areas where individuals have a reasonable expectation of privacy.

Company employs various safeguards to protect the security and privacy of the video footage; only authorized personnel are permitted to access the video footage, which may include footage of activities unrelated to Company's business, and only for authorized purposes. Company retains video footage for as long as necessary to accomplish the above-listed purposes and to comply with applicable law or legal process.

## **7.8 Cell Phone Use/Texting While Driving**

If an employee receives a call or text while driving on Company business, regardless of whether it is a Company-issued device or personal device, the employee must pull over safely, park, and then either answer the call/text or return the call/text message. If an employee needs to make a Company-related call/text, they must also pull over safely, park and then place the call/text.

The purpose of this policy is to ensure the safety of employees, other motorists and property. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company-issued phones or other electronic devices while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

## **SECTION 8 – LEAVE POLICIES**

### **8.1 Family and Medical Leave Act**

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as "FMLA Leave." In any case, employees will be eligible for the most generous benefits available under applicable law.

#### ***Employee Eligibility***

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

### ***Reasons for Leave***

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);

- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);
  - An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
  - A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
  - To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).
- 1.

### ***Definitions***

- "Child" for purposes of Bonding Leave and Family Care Leave, means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. "Child," for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.
- "Parent" for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents-in-law. For Military Emergency leave taken to

provide care to a parent of a deployed military member, the parent must be incapable of self-care as defined by the FMLA.

- “Covered Active Duty” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.
- “Covered Servicemember” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, 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 incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran.
- “Spouse” means the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into, or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This includes common law marriage and same sex marriage in places where these marriages are recognized.
- “Key employee” means a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the employer within 75 miles of the employee’s worksite.

### *Length of Leave*

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable “12-month period” utilized by the Company is the rolling 12-month period measured backward from the date an employee

uses FMLA leave. Under this method the 12-month period is measured backward from the day the employee uses any FMLA leave.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of 26 workweeks in a single 12- month period. A “single 12-month period” begins on the date of the employee’s first use of such leave and ends 12 months after that date.

If both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related injury or illness or by a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### ***Intermittent or Reduced Schedule Leave***

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee’s normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a family member with a serious health condition, or because the employee has a serious health condition and is unable to work. Military Emergency Leave may also be taken intermittently.

Leave taken intermittently may be taken in increments of no less than one hour. Employees who take leave intermittently or on a reduced work schedule basis for a planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt the Company’s operations. Please contact Human Resources prior to scheduling planned medical treatment. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an employee’s request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee’s report that an absence qualifies for FMLA Leave.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee’s work-related

injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

### *Notice and Certification*

#### **Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements**

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company’s normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Human Resources. At our expense, we may require a second or third medical opinion regarding the employee’s own serious health condition or the serious health condition of the employee’s family member.

In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company’s operation. Please contact Human Resources prior to scheduling planned medical treatment.

### *Recertification After Grant of Leave*

In addition to the requirements listed above, if an employee’s Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the

circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

### ***Military Emergency Leave Requirements***

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

### ***Failure to Provide Certification and to Return from Leave***

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

### ***Compensation During Leave***

Generally, FMLA Leave is unpaid. However, employees may be eligible to receive benefits through state-sponsored programs or the Company's sponsored wage-replacement benefit programs. Employees may also choose to use accrued PTO and sick leave, to the extent permitted by law and the Company's policy. All payments of wage-replacement benefits and accrued paid leave will be integrated so that employees will receive no greater compensation than their regular compensation during this period. The Company may require employees to use accrued PTO and sick leave to cover some or all of the FMLA Leave to the extent permissible under applicable law. The use of paid benefits will not extend the length of a FMLA Leave.

### ***Benefits During Leave***

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact, but accrued benefits such as PTO and sick leave may not accrue while on an unpaid FMLA Leave.

Any leave taken under this policy and/or the FMLA will run concurrent with any other applicable leave law, as well as the employee's receipt of workers' compensation, short-term disability or long-term disability benefits, if applicable, to the extent permitted under applicable law.

### ***Job Reinstatement***

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

### ***Confidentiality***

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

### ***Fraudulent Use of FMLA Prohibited***

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

### ***Nondiscrimination***

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

### ***Additional Information Regarding FMLA***

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this Handbook.

Employees should contact Human Resources as to any FMLA questions they may have.

### ***State Law***

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Human Resources for additional information.

## **8.2 Bereavement Leave**

Employees who need to take time off due to the death of an immediate family member should notify their supervisor and Human Resources immediately.

“Immediate family” is defined as the employee's spouse, natural or adoptive parents, natural or adoptive children, grandparents, grandchildren, and siblings. This does not include the employee's mother/father-in-law, sister/brother-in-law, step-parents, or step-children.

Upon the death of an immediate family member, up to three scheduled work days of paid bereavement leave will be provided to regular full-time employees. One of the three days must include the day of the funeral. Employees must provide proof of the date of the funeral and their relation to the deceased. An obituary or similar documentation is normally used for this proof.

Bereavement pay will be calculated based on the employee's straight-time pay rate (as of the date of the absence) times 8 hours.

Employees may, with their supervisor's approval, use any available paid leave for additional time off beyond three days or for non-immediate family members, as necessary. Time off under this policy will run concurrent with any leave required under any applicable state or local law that also provides for paid or unpaid leave for a reason covered under this policy. If an employee works in a location with a rule that provides greater or different benefits, the Company will comply with all requirements.

### **8.3 Military Leave**

The Company provides military leaves of absence to employees who serve in the uniformed services as required by the Uniformed Services Employment and Reemployment Rights Act of 1994 and applicable state law. Leave is available for active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, for examinations to determine fitness for any such duty, and for any other leave permitted by law. Total military leave time taken may not exceed five (5) years during employment, except in certain specific circumstances or as otherwise provide by law.

Advance notice of the need for leave is required, preferably in writing, unless giving such notice is not reasonable based on circumstances not attributable to the employee or is precluded by military necessity. Please inform Human Resources of anticipated military leave time as far in advance as possible.

Accrued, but unused, PTO will be paid during military leave at your request.

Health insurance benefits will remain in effect for the first thirty days of any military leave. After this 30-day period, employees on a military leave, and their dependents, will be given the opportunity to elect to continue their health insurance benefits as required by USERRA up to 24 months, subject to the terms, conditions, and limitations of the plan for which the employee has elected coverage immediately prior to the leave. Employees or dependents making such elections will normally be required to pay up to 102% of the costs of the premiums for maintaining coverage through USERRA. An employee on military leave may also be entitled to continuation coverage under COBRA for up to 18 months, which runs concurrently with the USERRA continuation coverage.

If you comply with the steps necessary under state or federal law for reemployment, the Company will reinstate you according to that law. Failure to return to work or reapply within the applicable time limits may result in loss of employment rights.

### **8.4 Civic Duties Time Off**

The Company encourages each of you to accept your civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

**Voting:** Aaron Thomas Company will grant up to 2 hours of paid time off to employees in order for them to vote if they do not have enough time to vote during non-work hours. In order to use

paid time off to vote, employees must notice Aaron Thomas Company at least 2 working days in advance in order to arrange the time off to vote. Generally, working hours are such that an employee will have ample time to cast a vote before or after the work shift. If an employee does not have sufficient time to vote, however, that employee should discuss the matter with a supervisor. The Company will comply with all applicable state and municipal voting time laws.

**Jury Duty:** We encourage employees to serve on jury duty when called. Employees must notify their supervisor of the need for time off for jury duty upon receipt of a subpoena, notice or summons from the court. Time off for jury duty will be unpaid except where required otherwise by applicable state law and except that exempt employees will not incur any reduction in pay for a partial week of absence due to jury duty leave.

The Company will comply with all state laws regarding pay for jury leave. Any mileage allowance, fee, etc. paid for jury duty will be credited against any payments made to employees by the Company.

Employees may be required to provide verification of jury duty service from the court clerk. Any employee on jury duty is expected to report or return to work for the remainder of the work schedule when dismissed from jury duty.

**Witness Duty:** When an employee receives an order or subpoena to serve as a witness in a court proceeding, the employee must notify their supervisor of the need for time off upon receipt of the subpoena or order from the court. Time off for witness leave will be unpaid except where required otherwise by applicable state law and except that exempt employees will not incur any reduction in pay for a partial week of absence due serving as a witness.

Employees may be required to provide verification of witness service from the court clerk. Any employee on witness service leave is expected to report or return to work for the remainder of the work schedule when dismissed from witness service.

If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed.

## **8.5 Personal Leave of Absence**

Additional types of unpaid personal leaves of absence may be granted in the sole discretion of management, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis. Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, including termination.

You should speak directly with Human Resources prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

## **8.6 Other Types of Leaves**

Many states require employers to provide their employees with additional leaves of absence, such as pregnancy disability leave, bone marrow donation leave, and school activities leave. Please check the applicable state supplement to this Handbook for additional information and contact Human Resources with any questions.

## **SECTION 9 – LEAVING THE COMPANY**

### **9.1 Notice of Resignation**

Should an employee decide to end their employment with the Company, the Company requests that the employee provide a written resignation letter. Resignations should be submitted to Human Resources.

Nothing in this policy alters the Employment At-Will Policy in this Handbook.

### **9.2 Pay and Benefits Upon Termination**

Final wages will be paid in accordance with applicable law. PTO

### **9.3 Return of Company Property**

When employment with the Company ends, or at any earlier request of the Company, employees must return to the Company all Company property and records without retaining any copies that the employee is not expressly authorized by the Company in writing to retain. All records related to the Company's business received or created by an employee in the course of employment (such as, but not limited to, drawings, calculations, spreadsheets, data compilations, email, notes, files, contact lists, drawings, maps, specifications, records of communications with Company customers, and calendars) is the property of the Company. Employees are authorized to retain payroll and benefit records provided to them concerning their compensation and benefits as an employee.

Upon request, an employee must provide the Company reasonable means to access and verify that no Confidential Information or other Company property has been retained by the employee on personal computers, cell phones, email or cloud storage accounts, or in any other place that is subject to the employee's ownership or control. We may also take all action deemed appropriate to recover or protect Company property.

### **References/Verifications of Employment**

So that the Company can handle requests for job references in a consistent, and lawful manner, all requests for official job references on behalf of the Company, should be forwarded to Human Resources. No other manager or supervisor is authorized to release references on the Company's behalf for current or former employees. Our policy concerning references for former employees is to disclose only the dates of employment and the title of the last position held.

## **ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received and read a copy of the Aaron Thomas Company (the “Company”) Employee Handbook (“Handbook”) and, if available, the State Supplement for the state in which I work (“Supplement”). I understand that the Handbook and Supplement set forth the terms and conditions of my employment with the Company as well as the duties, responsibilities and obligations of employment with the Company. I understand that Aaron Thomas Company has provided me various alternative channels, including anonymous and confidential channels, to raise concerns of violations of this Handbook and Company policies and encourages me to do so promptly so that the Company may effectively address such situations, and I understand that nothing herein interferes with any right to report concerns, make lawful disclosures, or communicate with any governmental authority regarding potential violations of laws or regulations. I agree to abide by and be bound by the rules, policies and standards set forth in the Handbook and applicable Supplement.

I acknowledge that, except where required otherwise by applicable state law, my employment with the Company is at-will, meaning that it is not for a specified period of time and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. I further acknowledge that Only the CEO of the Company is authorized to modify the at-will nature of the employment relationship, and the modification must be in writing and signed by the CEO.

I further acknowledge that the Company reserves the right to revise, delete and add to the provisions of the Handbook and Supplement, but that all such revisions, deletions or additions must be in writing. No oral statements or representations can change the provisions of the Handbook or Supplement. Furthermore, the Company’s policy of at-will employment can only be changed as stated in the prior paragraph.

I understand and acknowledge that nothing in this Handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, Securities and Exchange Commission or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this Handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act, including the right to communicate with others concerning wages, hours, benefits, and other terms or conditions of employment; to self- organize, form, join or assist labor organizations; to bargain collectively through representatives of the employees’ choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

I further acknowledge that I have received, read, and understand the Company’s Equal Employment Opportunity (“EEO”) and Sexual and Other Prohibited Harassment Policies and any additional policies prohibiting discrimination, harassment, and sexual harassment in the Supplement for the state in which I work. I agree to comply with these policies.

I understand that if I feel I have been subject to discrimination, sexual harassment, prohibited harassment, or retaliation for conduct that may violate the Company’s EEO and Sexual and Other Prohibited Harassment Policies, or any additional policies on anti-discrimination, harassment, sexual harassment, or retaliation in the State Supplement for the state in which I work, or if I am aware of such conduct, I should immediately report the matter to onsite the Human Resources Department or the Corporate Human Resources Manager at 714-894-4468 or by email at [hr@packaging.com](mailto:hr@packaging.com) I acknowledge that, if I am non-exempt employee, I was “on-the-clock” (*i.e.*, I recorded my time or made sure I was clocked in) when reviewing the Employee Handbook and State Supplements (if applicable) and signing the Acknowledgment forms.

I have read and understand the above statements.

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Employee’s Signature                      Date

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Employee’s Printed Name

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

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

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

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.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



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WH1420 REV 04/23



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