

AARON THOMAS

**TENNESSEE SUPPLEMENT TO
EMPLOYEE HANDBOOK**

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GENERAL INFORMATION

About This Tennessee Supplement

The Company is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, Tennessee employees will receive the Company's Employee Handbook and the Tennessee State Supplement to the Employee Handbook.

This State Supplement applies only to Tennessee employees. It is intended as a resource containing specific provisions derived under Tennessee law that apply to the employee's employment. It should be read together with the Employee Handbook and, to the extent that the policies in this State Supplement are different from or more generous than those in the Employee Handbook, the policies in this State Supplement will apply.

This State Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. Only the Chief Executive Officer ("CEO") of the Company has the authority to enter into an agreement that alters the at-will employment relationship, and any such agreement must be in writing signed by the CEO.

If employees have any questions about these policies, they should contact Human Resources.

COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity

As set forth in the National Handbook, the Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We comply with Tennessee law, which prohibits discrimination and harassment against any employees or applicants for employment based on race (including hair texture and protective hairstyles (e.g., braids, locs and twists)), creed, color, religion, sex, age (40 and over), disability (including physical, mental or visual or use of a guide animal), national origin, ancestry, lawful, off-duty use of tobacco products, affiliation or refusal to affiliate with a union or other employee organization, or membership in the Tennessee National Guard. The Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Pregnancy Accommodation

In addition to the pregnancy accommodations provided in accordance with the federal Pregnant Workers Fairness Act, as described in the National Handbook, the Company will provide employees and applicants with a reasonable accommodation for medical needs arising from pregnancy, childbirth or related medical conditions, unless doing so would impose an undue hardship on the operation of the Company's business, consistent with Tennessee law.

Reasonable accommodations include, but are not limited to: making existing facilities readily accessible and usable; providing more frequent, longer or flexible breaks; providing access to a private place other than a bathroom stall to express breast milk; modifying a food or drink policy; modifying seating or, if the employee's job requires standing, allowing more frequent

opportunities to sit; providing assistance with manual labor and/or limits on lifting; allowing a temporary transfer to a vacant position; providing job restructuring or light duty, if available; acquiring or modifying equipment, devices or an employee's work station; modifying work schedules; and allowing flexible scheduling to accommodate prenatal visits.

Unless the Company does so or would do so for other classes of employees who need a reasonable accommodation, accommodation under this policy does not include hiring new employees that the Company would not have otherwise hired; terminating any employee, transferring any employee with more seniority or promoting any employee who is not qualified to perform the job; creating a new position; compensating an employee for break time that would not otherwise be compensated; or constructing a permanent, dedicated space for expression of breast milk.

The Company may request that an employee seeking any of the following accommodations under this policy provide written certification from a health care professional: (1) temporary transfer to a vacant position; (2) job restructuring; (3) light duty; or (4) an accommodation requiring time away from work. During the time when an employee is making good faith efforts to obtain medical certification, the Company will not take adverse action against the employee related to their need for an accommodation and will engage in a good faith interactive process to determine if a reasonable accommodation can be provided, absent undue hardship.

The Company will not take adverse action against an employee because they request or use reasonable accommodations in accordance with this policy. Employees with questions or concerns regarding this policy or who would like to request an accommodation should contact Human Resources.

Abusive Conduct Prevention

It is the Company's policy to provide a work environment that is free from abusive conduct. Accordingly, the Company will not tolerate abusive behavior in the workplace and expects employees to perform their jobs productively during working times and refrain from malicious, patently offensive, threatening, violent or other abusive conduct or behaviors.

For purposes of this policy, abusive conduct refers to acts or omissions that would cause a reasonable person, based on the severity, nature, and frequency of the conduct, to believe they were subject to an abusive work environment. Examples of abusive conduct in the workplace include repeated verbal abuse; verbal, nonverbal, or physical conduct of a threatening, intimidating, or humiliating nature; or the sabotage of an employee's work performance. Abusive conduct does not include reasonable oversight, such as performance reviews, coaching, requests or the exercise of other supervisory responsibilities.

Protection Against Retaliation

The Company prohibits retaliation against an employee for using the Company's complaint procedure in accordance with this policy, reporting proscribed abusive 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.

How to Report Incidents of Abusive Conduct and/or Retaliation

Employees who believe they have been subjected to abusive conduct or retaliation in violation of this policy, or who are aware of such behavior perpetrated against others, should immediately provide a written or verbal report to their supervisor, any other member of management or Human Resources.

Employees are not required to make a complaint directly to their immediate supervisor or to the individual alleged to have exhibited the abusive conduct. Supervisors and managers who receive complaints of misconduct must immediately report such complaints to Human Resources who will attempt to resolve issues internally.

When a report is received, the Company will conduct a fair, timely, thorough and objective investigation. The Company expects all employees to fully cooperate with any investigation conducted by the Company into a complaint of proscribed abusive conduct. The Company will maintain confidentiality surrounding the investigation to the extent possible and to the extent permitted under applicable federal and state law.

Upon completion of the investigation, the Company will communicate its conclusion as soon as practical. If the Company determines that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense, up to and including termination of employment. Appropriate action will also be taken to deter any such conduct in the future.

GENERAL EMPLOYMENT PRACTICES

Employment Eligibility and Work Authorization

The Company participates in the Electronic Verification System (E-Verify) to electronically verify the work authorization of newly hired employees. E-Verify is an internet-based program that compares information from an employee's Form I-9 to data contained in the federal records of the Social Security Administration and the Department of Homeland Security to confirm employment eligibility. The Company does not use E-Verify to pre-screen job applicants.

The Company is committed to honoring all terms and conditions of E-Verify. Employees who do not contest a Tentative Non-confirmation, or who receive a Final Non-confirmation or No Show, are subject to immediate termination of employment.

The Company will not tolerate any form of discrimination or harassment prohibited by federal, state or local law, including discriminatory treatment based on an individual's national origin or citizenship status. Employees who believe they have been subject to discrimination or harassment, including during the Form I-9 and E-Verify process, should immediately report the matter as further discussed in the policies regarding discrimination and harassment set forth in the Company's National Handbook. The Company prohibits retaliation against employees for making such complaints.

Effective Communications

This Effective Communications policy is intended to ensure effective collaboration and supervision and safe and efficient operations, in addition to fostering mutual understanding and respect among our multi-lingual work force.

While you are on duty and discussing work- and/or safety-related matters, please speak in a language that those present, including subordinates, co-workers and supervisors, can understand, seeking or providing a translation, as necessary. Remember that speaking in a language in the presence of others who cannot understand may impair their ability to perform their job, lead to misunderstandings, and have a negative impact on employee morale. This requirement does not apply when off-duty or on breaks, but it otherwise applies while on duty in any part of the Company's operations.

To ensure effective communications, please speak up if you are experiencing a language barrier so that it can be addressed. We want to avoid situations in which proficiency and understanding are incorrectly assumed.

Also, please be mindful that certain behaviors during conversations in any language (e.g. whispering or pointing) that may cause others to think that you are talking about them or lead to other misunderstandings should be avoided.

Intentional and/or repeated violations of this policy may result in disciplinary action appropriate to the offense committed.

Any questions or concerns regarding this policy should be directed to Human Resources.

PAY PRACTICES

Meal Breaks

The Company requires all employees to take a 30-minute meal break when they are scheduled to work six consecutive hours. Meal breaks will not be scheduled before or during the first hour of work. An exception to this policy may apply when the nature of an employee's position allows them ample opportunity to rest or take an appropriate break.

An uninterrupted 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

Meal Breaks for Minors

The Company requires all employees who are under the age of 18 to take a 30-minute meal break when scheduled to work six or more consecutive hours. The meal break will not be scheduled before or during the first hour of work. An uninterrupted, 30-minute meal break will be unpaid for nonexempt employees. All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify Human Resources.

Paid Time Off

This policy applies to employees who work in Tennessee. We provide our employees with paid time off (PTO) from work. PTO may be taken for vacation, sick and safe time, medical appointments, or any other purpose (e.g., rest, relaxation, and personal pursuits, and so on). All employees are eligible to receive and use PTO as described in this policy.

For purposes of this policy, an employee's first full or partial calendar year of employment is referred to as year zero, e.g., if an employee is hired on March 15th, then year zero runs from March 15th through December 31st.

Grant of PTO

Year Zero Grant

All employees will be granted 24 hours of PTO on the 120th day of employment, except for employees who are hired between September 1st and December 31st. Any unused PTO at the completion of an employee's year zero (and specifically as of December 31st) will not carryover from year to year and any unused hours will be forfeited.

Hourly/Non-exempt Employees

Starting with the January 1st of a non-exempt employee's year one, they will receive a grant of PTO according to the following schedule:

Years of Service	Annual Amount
January of year 1	Hired January 1 through March 31 of Year 0 = 48 hours Hired April 1 through September 30 of Year 0 = 40 hours (If hired in September this will replace year 0 grant). Hired October 1 through December 31 of Year 0 = 24 hours on 90th day instead of receiving the year 0 grant
2 years to completion of 5	48 hours/6 days

years	
6 years of service plus	80 hours/10 days

Salaried/Exempt Employees

Starting with the January 1st of an exempt employee’s year one, exempt employees will receive a grant of PTO based upon when they started working for the company.

For those employees who began working for the company prior to January 1, 2025, the following schedule sets out their grant schedule:

Years of Service	Annual Amount
January of year 1	Hired January 1 to March 31 of Year 0 = 120 hours Hired April 1 to June 30 of year 0 = 90 hours Hired July 1 to September of Year 0 = 60 hours (If hired in September this will replace year 0 grant). Hired October 1 to December 31 of Year 0 = 40 hours on 90 th day instead of year 0 grant.
2 years to completion of 9 years	120 hours/15 days
10 years of service plus	160 hours/20 days

For those employees who began working for the company on or after January 1, 2025, the following schedule sets out their grant schedule.

Starting with the January 1st of an employee’s year one, they will receive a grant of PTO according to the following schedule:

Years of Service	Annual Amount
January of year 1	Hired January 1 to March 31 of Year 0 = 80 hours Hired April 1 to June 30 of year 0 = 65 hours Hired July 1 to September 30 of Year 0 = 50 hours (If hired in September this will replace year 0 grant). Hired October 1 to December 31 of Year 0 = 40 hours on 90 th day instead of year 0 grant.
2 years to	80 hours/10 days

completion of 9 years	
10 years of service plus	120 hours/15 days

Changes to the PTO grant amounts as indicated on the schedules above become effective in January of an employee’s eligible employment anniversary year with the company.

Carryover of PTO:

Any unused PTO as of December 31st of each year will carryover from year to year except as specified above for employees in year zero.

PTO request procedures:

Unless PTO is being used in conjunction with FMLA leave, another protected leave, emergencies, and in order to balance business and personal needs, all requested PTO days must be authorized by your manager. We request that all PTO requests that are not being used for such purposes, be submitted at least two weeks in advance for PTO lasting longer than five work days and for any PTO request in excess of ten workdays, such request should ideally be submitted four weeks in advance of the time off. The more advance notice that is provided, the greater the likelihood that the request can be granted. Requests will be reviewed and approved at the company’s discretion based on a number of factors, including business needs and staffing requirements. We reserve the right to deny requests to use PTO for such reasons and/or to cancel previously approved PTO requests. The company reserves the right to require an employee to use PTO, including during periods of furlough or other shutdowns as well as during leaves of absence to the extent permitted by applicable law.

If you are using PTO for a sick leave related purpose and the need for PTO use is foreseeable, you must provide reasonable advance notice – either orally or in writing – to your manager of an absence from work. If the use of PTO for a sick related purpose is unforeseeable, you must provide notice – either orally or in writing – to your manager of the need to use PTO at least 2 hours prior to the start of your shift, unless such notice cannot be provided and then notice must be provided as soon as practicable.

PTO may be used in an initial increment of two hours to cover all or just part of a work day.

If a company-observed holiday should fall during a time when you are using PTO, that day will be paid outside of your PTO and not be considered a PTO day for purposes of deducting time from your PTO bank.

Verification/Certification of Absences:

The company reserves the right to request verification/certification of absences to the extent permitted by applicable law. Any verification information requested by the company should be submitted via email to human resources, and not to an employee’s manager.

PTO pay:

PTO is not considered “hours worked” and is not counted for the purpose of your overtime hours of work or overtime premiums.

The rate of pay for PTO will be paid at your base hourly rate or base salary.

Integration with other benefits:

It is your responsibility to apply for any applicable benefits for which you may be eligible as a result of the illness or disability. Your PTO benefits will be fully integrated with other benefits available to you, as permitted by applicable law.

Separation of employment:

If your employment ends in your year zero, you will not be paid for any unused PTO. Thereafter, if your employment with the company ends, we will pay you for your unused PTO at your base rate of pay or base hourly rate, unless indicated above.

TIME OFF AND LEAVES OF ABSENCE

Parental Leave

Eligibility and Leave Entitlement

Full-time employees, employed with the Company for at least 12 consecutive months, are eligible for up to four months of leave for adoption, pregnancy, childbirth and/or nursing an infant. For leaves taken due to adoption, the four-month period will begin at the time the employee receives custody of the child.

Leave under this policy will run concurrently with any other leave to which the employee is entitled including, when applicable, the federal Family and Medical Leave Act (FMLA).

Pay and Benefits During Leave

Leave taken under this policy will be without pay. Such leave will not affect an employee’s right to receive benefits such as vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employee was eligible on the date the leave began.

The Company will not pay for the cost of any benefits, plans or programs during a leave of absence taken under this policy unless otherwise required to do so by law. For example, employees may be entitled to certain health care benefits under the FMLA if the time off qualifies for protection under that law.

Reinstatement

Employees will be restored to their previous position, or to a similar position with the same status, pay, length of service credit and seniority as they had on the date their leave began *provided*

they give the Company at least three months' advance notice of the anticipated date of departure for such leave, the length of the leave and the employee's intention to return to full-time employment after the leave.

The following employees will not forfeit the right to reinstatement solely because they failed to give three months' advance notice:

- Employees who are prevented from giving the required three months' notice because of a medical emergency that necessitates that the leave begin earlier than originally anticipated, and
- Employees who are prevented from giving three months' advance notice because the notice of adoption was received less than three months in advance of the leave.

Employees may be denied reinstatement under the following conditions:

- When the employee's job position is so unique that, after reasonable efforts, the Company is unable to fill the position temporarily.
- If the Company learns that the employee actively pursued other employment opportunities during the leave period.
- If the Company learns that the employee worked part-time or full-time for another employer during the period of leave.

The Company will notify an employee that they will not be reinstated as soon as it learns that one of the above conditions applies.

Jury Duty Leave

The Company encourages all employees to fulfill their civic responsibilities and to respond to jury service summons or subpoenas, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy.

When employees receive a jury summons, they must show it to their supervisor on the next scheduled day of work. Verification from the court of having served may also be required.

Employees will be excused from work on any day that their jury service, including travel time, exceeds three hours. On days when jury service lasts three hours or less, employees will be required to report to work for the remainder of their work shift. Employees who work the night shift or hours preceding those in which court is normally held will be excused from work for the shift immediately preceding their first day of required jury service. Thereafter, employees will be excused from the next scheduled shift that occurs within a 24-hour period of jury service exceeding three hours.

Except for employees employed on a temporary basis for less than six months, the Company will pay an employee's usual compensation while they serve on and travel to jury duty,

less the amount of compensation received for serving as a juror. The Company may request that employees provide a statement from the court showing the daily fees or compensation paid to the employee and the total amount of fees or compensation paid for all days served.

For employees employed on a temporary basis and those who have been with the Company for less than six months, the Company will pay for jury duty up to five days if the employee has completed 30 days of service with the Company.

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in all public elections. Most employees' schedules provide sufficient time to vote either before or after working hours. Employees who have less than three hours outside of working hours to vote while the polls are open may take up to three hours off from work, without loss of pay, to vote. The Company may specify the hours during which the employee may be absent.

Employees must request time off from their supervisor before noon on the day preceding the election.

Proof of having voted may be required.

Volunteer Emergency Responder Leave

Any employee who serves as a volunteer firefighter or a volunteer rescue squad worker may be late to or absent from work to respond to an emergency that occurred prior to the time the employee was scheduled to report to work. Time off will be unpaid, except that exempt employees will receive pay when required by applicable law. An employee must make a reasonable effort to notify the Company that they will be absent or late to work.

Active volunteer firefighters may be permitted to leave work to respond to fire calls during the employee's regular hours of employment without loss of pay, vacation time, sick leave or earned overtime accumulation. Any employee who is an active volunteer firefighter and who worked for more than four hours the prior day or night as a volunteer firefighter in an emergency may also be permitted to take off the next scheduled work period within 12 hours following such emergency. The time off will be without pay except that the employee may elect to use available accrued vacation or sick leave.

Employees requesting leave under this policy must provide the Company with a written statement from the supervisor or acting supervisor of the volunteer fire department stating that the employee responded to an emergency and listing the time and date of the emergency.

Military Leave

In addition to the military leave rights set forth in the National Handbook, Tennessee employees who are members of the Tennessee army and air national guard, the Tennessee state guard or the Civil Air Patrol and are on active state duty will be allowed an unpaid military leave of absence when ordered to duty or training in the service of the state of Tennessee, including the performance of duties in an emergency. Such employees are also entitled to reemployment under

the same conditions as provided by the Uniformed Services Employment and Reemployment Rights Act (USERRA) to service members who are called to federal active service.

To be eligible for this leave and reemployment, employees must notify the Company of their intent to return to employment following military service in accordance with the following timing requirements:

- Individuals whose period of service was less than 31 days must report to work not later than the beginning of the first full regularly scheduled work period on the first calendar day following the completion of the period of service, safe transport to the individual's residence and an additional eight hour period, unless reporting for work within that time period is not reasonably practicable through no fault of the person, in which case the person must report for work as soon as reasonably practicable;
- Individuals whose period of service was more than 30 but less than 181 days must report to work not later than 14 days after completion of the period of service, unless reporting for work within that time period is not reasonably practicable through no fault of the person, in which case the person must report for work as soon as reasonably practicable; and
- Individuals whose period of service was for more than 181 days must submit an application for reemployment within 90 days after the completion of the period of service.

Employees should provide advance notice of competent orders calling them to active state duty, unless it is impossible or unreasonable to do so under the circumstances of the person's call to duty.

Leave under this policy will be unpaid, except that exempt employees will not incur any reduction in pay for a partial week's absence.

Absence for ordered duty or military training will not result in loss of time, pay that is not specifically related to leave of absence time, regular leave or vacation time or in the impairment of efficiency rating.

Time Off on Veterans' Day

The Company will allow employees who are qualified veterans to take the entirety of Veterans' Day (November 11) off, so long as the employee gives at least one month's written notice of the intent to take time off on Veterans' Day and provides proof of their veteran status (e.g., a DD FORM 214 or other comparable certificate of discharge from the armed forces). For purposes of this policy, qualified veterans include former members of the armed forces of the United States and former or current members of a reserve or Tennessee national guard unit who were called into active military service of the United States.

The day off will be an unpaid holiday unless otherwise required by applicable law.

Employees should contact their supervisor to make appropriate arrangements. The Company reserves the right to deny requested time off under this policy if the veteran employee's

absence (either alone or in combination with other veteran employees' absences) would impact public health or safety or cause the Company significant economic or operational disruption.