



Pacific Facility Solutions, Inc

PFS Employee Handbook

September 22, 2023

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Pacific Facility Solutions, Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have reviewed and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Tiera Nipges.

We wish you success in your employment here at Pacific Facility Solutions, Inc!

All the best,

Tiera Nipges, CEO
Pacific Facility Solutions, Inc

1.2 At-Will Employment

Your employment with Pacific Facility Solutions, Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the CEO has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the CEO.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

Hello and welcome to Pacific Facility Solutions Team!

PFS has been serving NW Washington since 2015. We are a commercial property maintenance company headquartered in Whatcom County. We serve the NW Washington area from the Canadian border south into the greater Seattle area.

Our management team has over 75 years of professional construction, project management, and commercial property maintenance experience. We are a full-service facility maintenance company, available 24/7 for emergency service needs.

As an organization, PFS has made a formal commitment to quality, and it is our expectation that all employees are aware of and contributing toward this commitment. **It is the policy of PFS to provide outstanding quality in all of the services that we perform. Quality and continuous improvement is at the forefront of our values. We will strive to meet all customer needs, and we understand that customer satisfaction is a company-wide effort that every employee contributes toward.** It is the expectation that all employees uphold these values in our workplaces.

Employees should also understand that as a field services company, their conduct and appearance is visible to our customers and the community. Employees should behave in a manner that upholds the reputation of PFS at all times when they are on the job, in a PFS vehicle, or wearing clothing with the PFS logo.

As a full-service facilities maintenance company, we offer a broad range of services. Many of our employees have little exposure to other divisions, but it's important that our employees are aware that PFS is more than just a single service line. We offer:

- Landscape Maintenance
- Commercial HVAC installation, maintenance, and repair.
- Project management
- Building automation
- Handyman services
- Construction and tenant improvement
- Legionella testing
- Indoor air pressure and air quality monitoring
- Required monthly generator and emergency lighting testing
- Painting
- Janitorial (with a specialization in medical facilities)
- Pressure washing
- Portering
- Winter services
- Interior finished, cabinetry, and countertops
- Plumbing
- Electric
- Mold remediation

We are happy you have chosen to be part of the Pacific Facility Solutions team.

Tiera Nipges

CEO

Pacific Facility Solutions, Inc

2.2 Ethics Code

Pacific Facility Solutions, Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Pacific Facility Solutions, Inc policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Accommodations for Pregnant Employees

Pacific Facility Solutions, Inc will provide reasonable accommodation to pregnant employees for known limitations related to pregnancy, childbirth, or other related medical conditions in accordance with the federal Pregnant Workers Fairness Act (PWFA).

Examples of potential reasonable accommodations include:

- Seating;
- Closer parking;
- Flexible hours;
- Appropriately sized uniforms and safety apparel;
- Additional break time to use the bathroom, eat, and rest;
- Leave or time off to recover from childbirth;
- Limitations on strenuous activities; and
- Limitations on strenuous activities or those that involve exposure to compounds not safe for pregnancy.

If you require an accommodation, notify your Manager/Supervisor. If the need for a particular accommodation is not obvious, you may be asked to include relevant information such as:

- The reason you need an accommodation.
- A description of the proposed accommodation.
- How the accommodation will address limitations caused by pregnancy, childbirth, or related medical conditions.

The Company will not require you to accept any accommodation without engaging in the interactive process to accurately

understand your limitations and explore potential accommodations. The Company is not required to make your specific requested accommodation and is not required to provide any accommodation that would constitute an undue hardship on the Company.

If leave is provided as a reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by law.

The Company will comply with state or local laws that provide additional protections beyond the PWFA.

The Company will not retaliate against employees who request or receive an accommodation under this policy.

3.2 Affirmative Action (Federal Contractors)

As a federal contractor, it is the policy of Pacific Facility Solutions, Inc to take affirmative action as called for by applicable laws and executive orders to:

- Provide equal employment opportunities to all qualified persons and recruit, hire, train, terminate, promote, and compensate persons in all jobs without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information or characteristics, protected veteran status, or other protected classifications in accordance with federal law.
- Administer personnel actions in areas such as compensation, benefits, transfers, layoffs and recalls, Company-sponsored education training, tuition assistance, and social and recreational programs to ensure that no employees are discriminated against.
- Ensure employment decisions are made in furtherance of the objective of equal employment including, but not limited to:
 - **Recruitment and selection** – Recruitment and hiring of all personnel is accomplished without discrimination against any individual whose status is protected by applicable state or local law.
 - **Promotion** – Individuals will be upgraded and promoted on the basis of their abilities, skills, and experience. The Company will undertake good faith efforts to ensure that minority and women employees, disabled individuals, and covered veterans, who are qualified, as well as those who become qualified through training, are considered for promotion.
 - **Transfers** – When vacancies occur, the Company will make every good faith effort to effect transfers of qualified minority and women employees, disabled individuals, and covered veterans, into areas where such employees may have been or may now be underutilized.
 - **Terminations** – When reductions in Company work force occur, they will be based on nondiscriminatory factors and make every good faith effort to ensure that minorities and women, disabled individuals, and covered veterans are treated in a nondiscriminatory manner.

Applicants and employees will not be subjected to harassment, intimidation, or any type of retaliation because they have:

- Filed a complaint;
- Assisted or participated in an investigation, compliance review, or any other activity related to the administration of any federal, state, or local law requiring equal employment opportunity;
- Opposed any act or practice made unlawful by any federal, state, or local law requiring equal opportunity; or
- Exercised any other legal right protected by federal, state, or local law requiring equal opportunity.

3.3 Conflicts of Interest

Pacific Facility Solutions, Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your Manager/Supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.4 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Pacific Facility Solutions, Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Manager/Supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.5 Employment of Relatives and Friends

We are a family owned business, and acknowledge that we have circumstances where family work together and may have direct supervisory responsibility over family or friends. It is still vital that we are aware of circumstances where actual or potential conflicts may arise that could compromise supervision, safety, confidentiality, security, and morale at Pacific Facility Solutions, Inc. It is your obligation to inform the Company of any such potential conflict so the Company can determine how best to respond to the particular situation.

3.6 New Hires and Introductory Periods

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with Pacific Facility Solutions, Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.7 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Manager/Supervisor.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Manager/Supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Pacific Facility Solutions, Inc reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Pacific Facility Solutions, Inc.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate

business purposes that are not covered by normal Company procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The Company pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other Company employees. The most senior Company individual present is to pay for and report all expenses.

The Company will make every effort to have a master account set up for Company-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Entertainment

The Company pays for entertainment expenses only when they clearly benefit the Company and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses. Entertainment expenses must be approved by a company executive prior to purchase.

Technical and Training Seminars

The Company pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Manager/Supervisor and be approved by the CEO.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The Company does not reimburse cost over \$25 for business gifts.

Other Expenses

The Company will pay for postage and telephone expenses that are for business purposes. All materials and other job related expenses must be tracked to the associated job, and receipts submitted with the correct expense accounting unit noted, along with the job number and purchaser noted on the receipt. Fuel, tools, and other expense receipts should be noted with the purchaser and correct accounting unit, along with any other necessary information. Office supplies and equipment should only be purchased by authorized individuals. Food, office equipment and supplies, tools over \$50, or other expenses that are not specifically related to a operating a company view or equipment or a job/materials MUST be approved by a company executive in advance of purchase.

Reporting

Report approved expenses in Abacus for credit card purchases or on the standard expense report form for out of pocket expenses. Include a description of the expense, its business purpose, date, place, and the participants.

4.3 Direct Deposit

Pacific Facility Solutions, Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your supervisor for an application form. These forms should also be available in all New Hire Packets. Typically, the direct deposit will start on the next pay period, assuming the completed form is turned in by Monday EOD of pay weeks.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check. You can access this online 24/7 through the Intuit employee portal. Directions for how to access this are included in all new hire packets. Electronic or printed copies of your pay stubs can be requested at any time to the payroll manager, Liz Kreager. Please allow up to 2 business days for processing of requests.

Pacific Facility Solutions, Inc cannot be held responsible for the safety or timely arrival of checks delivered in the mail. We encourage all employees to use direct deposit for secure and timely availability of funds.

4.4 Employment Classifications

The Company designates all employees as either exempt or nonexempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Nonexempt Employees.** Nonexempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

Regular Full-Time Employees. Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.

- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 29 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact your manager or Liz Kreager. These classifications do not alter your employment at-will status.

4.5 Introduction to Wage and Hour Policies

At Pacific Facility Solutions, Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Manager/Supervisor.

4.6 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Pacific Facility Solutions, Inc.

4.7 Pay Transparency (Federal Contractors)

The contractor (Pacific Facility Solutions, Inc) will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employees or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

4.8 Paycheck Deductions

Pacific Facility Solutions, Inc is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state unemployment taxes, state paid family and medical leave taxes, State Labor and Industry premiums, etc, and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions (medical, dental, vision, HSA, Simple IRA, etc.) from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Manager/Supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Manager/Supervisor. The company will make deductions from pay for certain apparel items voluntarily purchased by employees, and for improper use of the corporate credit card for purchases deemed to be personal expenses. This will be done in accordance with the corporate card agreement signed by all employees who receive a company credit card.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.9 Recording Time

Pacific Facility Solutions, Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Service Fusion, paper timecards, or Quickbooks Time (formerly T-Sheets) as applicable. Exempt employees may also be required to track days or time worked. Speak with your Manager/Supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- You must record whether you took your paid breaks. Washington State law **REQUIRES** that employees take paid breaks based on the number of hours worked. These breaks **CANNOT** be forfeited.

If you are required to clock in, you should clock in no more than five minutes ahead of your start time and clock out no later than five minutes after your quitting time.

Notify your Manager/Supervisor of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to your supervisor any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

In the instance where an employee is working on a prevailing wage job, accurate time keeping is of the utmost importance. Certified payroll records are required to be submitted to L&I for work done on prevailing wage jobs.

Salaried (exempt) employees must also record their days/hours worked and submit a timecard for each week for record keeping purposes. If an exempt employee works in a workday, they are considered as having worked that day and are paid their regular salary for the day regardless of the number of hours worked. If an exempt employee does not work any hours on a normal workday, they will use a full day of PTO, regardless of the total hours they work in the week.

In all cases it is the employee's responsibility to record and inform Pacific Facility Solutions of all worked time.

4.10 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Pacific Facility Solutions, Inc.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Pacific Facility Solutions, Inc business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Manager/Supervisor has been received.

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use your company credit card, or personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Family Members

The Company will pay the travel expenses of spouses or other family members only when their presence is necessary to the business purpose of the trip and when approved in advance in writing by the CEO.

Use economy or tourist class fares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used.

Airfares are to be charged to company or personal credit cards and subsequently submitted for reimbursement within 14 days of the original purchase.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law and may not have more than 2 points on your driving record. Travel between your home and primary office is not considered to be business travel. Every attempt should be made to utilize the use of courier and delivery services in order to avoid hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The CEO must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

Meals

PFS will reimburse the actual amount spent on meals when traveling on company business, up to \$60 per day. An ITEMIZED receipt must be submitted showing the actual items purchased. Please write on the receipt the name(s) of the people who's meals are being expensed if more than one PFS employee is present. ALCOHOL will not be covered as a company expense. If alcohol is purchased with a company paid meal, you must request the bill to be split and the alcohol to be paid separately as a personal expense. Purchases in excess of the company daily limit will be considered a personal expense not covered by the company.

- Breakfast \$20
- Lunch \$20
- Dinner \$35

4.11 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Pacific Facility Solutions, Inc will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Purchases over \$5,000 for any reason should be reviewed by the CEO prior to purchase. Purchases other than the list below need DIRECTOR level approval prior to purchase. Any purchases that do not receive director approval PRIOR to purchase will be considered personal expenses which the employee will need to reimburse the company for if purchased on company accounts.

The following items do not need prior approval:

- Fuel for company vehicles
- Oil changes for company vehicles
- Small items for the repair and maintenance of company vehicles such as wiper blades, oil, air for low tires, etc, costing less than \$50
- Materials for jobs (less than \$5k per purchase, larger purchases require prior approval)
- Small hand tools costing less than \$50, manager approval for items between \$50 and \$150, director approval for items over \$150
- Any other item that will be directly resold to a client
- Please see the travel policy for details on expenses related to company sponsored travel

Submit all sales receipts generated by use of the Company credit card weekly to in Abacus. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 30 days. These can be deducted from your paycheck at your agreement.

Immediately report lost or stolen Company cards to your Manager/Supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

4.12 Workday/Workweek

Pacific Facility Solutions, Inc's workweek runs from Monday to Sunday. The day shift workday begins at 6:00 am and ends

at 6:00 PM. Employees may start earlier or later depending on their department requirements. Employees may be required to come in early, work late, or work overtime from time to time, depending on various factors, such as workloads, staffing needs, and special projects. Regular work days may go beyond 6:00 PM. Some departments or employees may work other shifts or have unique start/stop times depending on the needs of their role.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Pacific Facility Solutions, Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Disciplinary Process

Violation of Pacific Facility Solutions, Inc's policies or procedures may result in disciplinary action, including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis consistent with applicable law. Note that the specific terms of your employment relationship, including termination procedures, are governed by the laws of the state in which you are employed.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Manager/Supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and, depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave Pacific Facility Solutions, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Process

Pacific Facility Solutions, Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Manager/Supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your Manager/Supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Manager/Supervisor. If you have already brought this matter to the attention of your Manager/Supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level

management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Pacific Facility Solutions, Inc is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your Manager/Supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Pacific Facility Solutions, Inc profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position or increased job responsibilities.

5.7 Performance Improvement

Pacific Facility Solutions, Inc will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Manager/Supervisor assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.8 Post-Employment References

Pacific Facility Solutions, Inc policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Liz Kreager (Liz.K@pacificfs.net).

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of Pacific Facility Solutions, Inc, you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo an introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive Company benefits for which they are eligible.

5.10 Resignation Policy

Pacific Facility Solutions, Inc hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two weeks' notice of your resignation. If you are a manager or

supervisor, you are requested to provide a minimum of four weeks' notice. Provide a written resignation letter to your Manager/Supervisor. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation, including company apparel (unless purchased by you), keys, computers or other technology, tools, materials, documents, credit card, vehicles, work badge, etc. Failure to return some items may result in deductions from your final paycheck where state law allows.

5.11 Standards of Conduct

Pacific Facility Solutions, Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.

- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Lending keys or keycards to Company property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.12 Transfers

Pacific Facility Solutions, Inc may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.13 Workforce Reductions (Layoffs)

If necessary based upon business needs, Pacific Facility Solutions, Inc management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Pacific Facility Solutions, Inc may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Bulletin Boards

Pacific Facility Solutions, Inc maintains an official bulletin board located at each office for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.3 Computer Security and Copying of Software

Software programs purchased and provided by Pacific Facility Solutions, Inc are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company, or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may

subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.4 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Pacific Facility Solutions, Inc must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

If an employee has more than three moving violations in a 3 year time period, the employee will become ineligible to drive company vehicles. The inability to drive company vehicles may result in the employee being unable to effectively perform their job duties for Pacific Facility Solutions and thus a termination in employment.

6.5 Employer Sponsored Social Events

Pacific Facility Solutions, Inc holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Manager/Supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.6 Employer-Provided Cell Phones/Mobile Devices

Pacific Facility Solutions, Inc may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them. You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Employees have no expectation of privacy on company-owned computers and electronic devices.

Violation of this policy may result in discipline, up to and including termination of employment.

6.7 GPS Monitoring of Employer Vehicles

Pacific Facility Solutions, Inc desires to strike the appropriate balance between today's technologies, your desire for privacy, and our interests in protecting Company vehicles, equipment, and drivers. Due to safety, efficiency, and other business purposes, the Company may use GPS technology to monitor the whereabouts of our vehicles at all times.

Questions concerning vehicle monitoring should be directed to Tiera Nipges. Questions concerning the proper use of any vehicles should be directed to your Manager/Supervisor and/or safety officer.

If you abuse the privilege of driving company vehicles, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.8 Mail Use

You are required to limit usage of the Pacific Facility Solutions, Inc mail service to business purposes only. You may not use the Company address to receive personal mail. Do not use the Company postage or meter for your personal mail. Report any suspicious packages or envelopes to your supervisor immediately.

6.9 Nonsolicitation/Nondistribution Policy

Pacific Facility Solutions, Inc prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Nonemployees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your Manager/Supervisor.

We appreciate your cooperation in maintaining a respectful and focused work environment.

6.10 Off-Duty Use of Employer Property or Premises

You may not use Pacific Facility Solutions, Inc property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use

or as the result of negligence. This includes use of copy machines, computers, Company products, tools, materials, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your Manager/Supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.11 Payroll Advances and Loans

Pacific Facility Solutions, Inc does not generally make payroll advances or loans.

6.12 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Pacific Facility Solutions, Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Employees are required to wear pants that stay around the waste when working, sitting or bending, and shirts that are long enough to cover the abdomen/back to the pant line when working, sitting, or bending. Use common sense and good judgment in determining what to wear to work.

Employees are generally required to wear Pacific Facility Solutions, Inc logo'd attire while at a client sites. This helps identify you as an employee on official business. T-shirts, hoodies, hats, and other PFS logo apparel is provided free of charge, and should be returned to the company at the termination of employment. Additional company logo apparel can be purchased, and becomes the property of the employee and does not need to be returned to the company.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your Manager/Supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.13 Personal Cell Phone/Mobile Device Use

While Pacific Facility Solutions, Inc permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time unless you are using them for business purposes. Nonworking times include breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency or business use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions during working hours unless it is for business purposes or authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when

using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off or use legally allowed hands free features. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the Company network or to Company equipment (computers, printers, etc.) for business purposes.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.14 Personal Data Changes

It is your obligation to provide Pacific Facility Solutions, Inc with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Liz Kreager.

6.15 Security

All employees are responsible for helping to make Pacific Facility Solutions, Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Manager/Supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your Manager/Supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.16 Social Media

Pacific Facility Solutions, Inc acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor,

investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

Guidelines for Posting on Social Media

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Pacific Facility Solutions, Inc on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your Manager/Supervisor or consistent with policies that cover equipment owned by the Company.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to [[Human Resources or appropriate department]].

Retaliation

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

Violations

Violations of this policy may result in discipline, up to and including termination.

This policy does not limit employees rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

6.17 Suggestion Policy

At Pacific Facility Solutions, Inc, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Manager/Supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

6.18 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

Pacific Facility Solutions, Inc will make telecommuting available to employees when it benefits organizational and

departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you meet eligibility requirements for telecommuting, you must submit a Telecommuting Agreement form to your immediate Manager/Supervisor for departmental approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult Tiera Nipges if you are requesting telecommuting as a reasonable accommodation.

6.19 Third Party Disclosures

From time to time, Pacific Facility Solutions, Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to Tiera Nipges or Mark McGary. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Tiera Nipges or Mark McGary.

6.20 Use of Company Technology

This policy is intended to provide Pacific Facility Solutions, Inc employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.]]

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.);

managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.21 Use of Employer Vehicles

Company vehicles are to be used for Pacific Facility Solutions, Inc business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your Manager/Supervisor.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your Manager/Supervisor immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

You may not operate a motor vehicle while under the influence of alcohol or a chemical substance or other substance that can impair judgment. You may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check will result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. Suspension of rights will continue until one year has passed with no infractions. If there are persistent and ongoing problems with driving infractions, and driving a vehicle is a part of successful execution of job responsibilities, you may be terminated.

Pacific Facility Solutions utilizes telematics devices to monitor the vehicle location as well as cameras to monitor driver activity and other activity in and around the vehicle. If unsafe, illegal, or other prohibited activities are identified via the telematics system, the employee will face disciplinary actions, up to and including termination of employment. The telematics system is set to notify leadership of unsafe driving, including unsafe speeds of 15 miles per hour over the speed limit. Each system notification of unsafe speeds will be noted on the employees employment record. The first two notifications are considered a "verbal" warning during the rolling 3 month period. Three notifications in a rolling 3 month period will result in written disciplinary action. Multiple written disciplinary actions in a rolling 12 month period will result in further disciplinary action, up to and including termination of employment.

6.22 Workplace Privacy and Right to Inspect

Pacific Facility Solutions, Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Pacific Facility Solutions, Inc SIMPLE IRA plan. The Company provides for employee pre-tax deferral contributions and also provides for employer matching funds of up to 3% for each dollar you contribute up to a maximum Company contribution of 3%. Refer to your Summary Plan Description (SPD) for specifics.

Contact Liz Kreager to find out if you are eligible to participate in the Company SIMPLE IRA plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.2 Bereavement Leave

Pacific Facility Solutions, Inc recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

Full-time employees [who have completed 6 months of service] are eligible for 3 day(s) of paid bereavement leave for the death of an immediate family member.

Part-time employees [who have completed 6 months of service] are eligible for 3 day(s) of paid bereavement leave for the death of an immediate family member in proportion to the number of hours they are regularly scheduled to work. For example, a part-time employee regularly scheduled to work 20 hours per week is eligible for [one half the number of days indicated for full-time employees] of bereavement leave.

You may use accrued but unused vacation/sick leave/paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Pacific Facility Solutions, Inc employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact [[Human Resources]] to learn more about your COBRA rights.

7.4 Dental Insurance

All regular full-time employees who have completed the plan's defined waiting period at Pacific Facility Solutions, Inc are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.5 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Pacific Facility Solutions, Inc provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a calendar year.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** 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 FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical

psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

As your manager for a leave request form.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from your manager. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent

medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you may substitute any accrued and unused paid leave [(e.g., vacation/paid time off/sick days/personal days)] for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.6 Health Insurance

Pacific Facility Solutions, Inc offers group health insurance benefits to all eligible full-time (30 or more hours per week) employees who have completed (60) days of employment, and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Tiera Nipges.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

7.7 Holidays

Pacific Facility Solutions, Inc pays 6 paid holidays per year for full time employees (those working on average over 30 hours per week). Employees should not work on holidays unless they are required to do so. If required to work on a holiday, the worked hours will be paid at 1.5 times the normal rate of pay. Employees who are required to work on a holiday will still qualify for their any holiday pay hours as well as their worked hours. Any employee who chooses to work on a holiday when not required to do so will be paid at their normal rate of pay plus their holiday pay hours.

The following are recognized holidays each year:

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

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your Manager/Supervisor how it affects you.

Employees who call out with less than two business days notice for the day before or the day after a paid holiday will forfeit their holiday pay. It is at a manager's discretion to approve time off requests. Manager's may also request a waiver of the two-day notification rule for low work or for other good reasons. Those waiver requests should be sent by the manager to the CEO. Pre-scheduled PTO use does not result in forfeiture of holiday pay. It is important to submit a time off request in advance for planned absences.

You will be compensated for holidays in accordance with federal and state law.

7.8 Military Leave (USERRA)

Pacific Facility Solutions, Inc complies with applicable federal and state law regarding military leave and re-employment rights. A military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, with amendments) and all applicable state law. You must submit documentation of the need for leave to [[Human Resources or appropriate department]]. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Manager/Supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave,

contact [[Human Resources or appropriate department]].

7.9 Paid Time Off (PTO)

Pacific Facility Solutions, Inc provides employees with paid time off (PTO). PTO may be used for vacation, sick time, holidays, or other personal matters. Pacific Facility Solutions, Inc does not accrue separate sick and vacation time. All accrued time off is called PTO and can be used for sick time, vacation, or other personal days off.

Eligibility

All employees are eligible to accrue PTO immediately upon hire.

Deposits Into Your Leave Account

PTO is calculated on a per hour rate, starting on your date of hire and accruing with each paycheck.

All eligible employees will accrue a minimum of 0.05 hours of PTO for every hour worked, up to a maximum accrual of 160 hours.

Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

New full-time employees can be advanced the rest of their first week of PTO after 90 days of employment. The employee would then stop accruing PTO until their advanced PTO has been recouped - usually around 6 months of employment.

Hourly Accruals

1. Years 1 through 3: 10 days (80 hours) of PTO plus holidays (0.04)/hour
2. Years 4 through 5: 12 days (96 hours) of PTO plus holidays (0.04839)/hour
3. Years 5 though 10: 15 days (120 hours) of PTO plus holidays (0.06122)/hour
4. Years 11 through 15: 20 days (160 hours) of PTO plus holidays (0.0833)/hour

Exempt Accruals

1. Years 1 though 5: 15 days (120 hours) of PTO plus holidays (0.06122)/hour
2. Years 6+: 20 days (160 hours) of PTO plus holidays (0.0833)/hour

Pacific Facility Solutions does not offer a payout in lieu of taking leave for PTO time.

Leave Usage and Requests for Leave

Company encourages you to use your PTO time. You are eligible to begin using PTO immediately upon accrual of said PTO time.

You must request PTO from your Manager/Supervisor as far in advance as possible, but at least 2 weeks in advance where possible. The Company will generally grant requests for PTO when possible, taking business needs into consideration. When multiple employees request the same time off, PTO will be granted on a first come/first served basis.

During a Leave of Absence

Company may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

You will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Carryover

Unused PTO can be carried over to the following year, up to the maximum accrual amount.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any earned but unused PTO time unless state law dictates otherwise.

Exempt Employees

Exempt employees are required to turn in a timecard showing what days and hours they worked. If an exempt employee works in a workday, they are considered as having worked that day and are paid their regular salary for the day regardless of the number of hours worked. If an exempt employee does not work any hours on a normal workday, they will use a full day of PTO, regardless of the total hours they work in the week.

7.10 Personal Leave of Absence

Pacific Facility Solutions, Inc recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All employees are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your Manager/Supervisor in writing at least 30 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company. State Paid Family and Medical Leave approved leaves will follow all applicable state laws.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed unless required by state law.

Benefits While on Leave

Your Company-provided [health] benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 90 days as shown in the benefit plan document]. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds [# weeks/months as shown in the benefit plan document], or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 1 week in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally

scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, your Manager/Supervisor will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave, unless required by state law. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.11 Vision Care Insurance

All eligible employees who have completed the plan's defined waiting period at Pacific Facility Solutions, Inc are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.12 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and employees and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Pacific Facility Solutions, Inc, no matter how slightly, you are to report the incident immediately to your Manager/Supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Manager/Supervisor immediately of your claim and complete your report of accident. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Drug and Alcohol Policy

Pacific Facility Solutions, Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.

- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Manager/Supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the Company may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Treatment and/or Rehabilitation

The Company may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the Company may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The Company may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

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

8.2 Drug-Free Workplace

Drug-Free Workplace Act

As a federal contractor, Pacific Facility Solutions, Inc must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a

drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.

- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

Drug-Free Workplace Policy

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Manager/Supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

8.3 General Safety

It is the responsibility of all Pacific Facility Solutions, Inc employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your Manager/Supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident. Employees are required to report injuries to their supervisor prior to seeking medical treatment, unless emergency medical services are required. In that case, call 911 or seek emergency medical care and then contact the employee's supervisor.

8.4 Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Pacific Facility Solutions, Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect

threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Manager/Supervisor in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Tiera Nipges.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Pacific Facility Solutions, Inc employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Manager/Supervisor.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

9.2 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Pacific Facility Solutions, Inc, is a "work for hire" and is the property of the Company.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and the CEO.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Pacific Facility Solutions, Inc strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Manager/Supervisor immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Manager/Supervisor or a member of management. Lastly, make every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our Company as a leader in its field.

10.2 Products and Services Knowledge

As a representative of Pacific Facility Solutions, Inc, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the Company. We consider our employees to be the best reflection of our business brand and company success.

Washington Policies

Hiring and Orientation Policies

Accommodations for Victims of Domestic Violence, Sexual Assault, or Stalking

Pacific Facility Solutions, Inc will provide reasonable safety accommodation to employees who are victims of domestic violence, sexual assault, or stalking, provided the accommodation would not pose an undue hardship on Company business.

Reasonable safety accommodations may include, but are not limited to:

- Transfer or reassignment;
- Modified job schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Any other adjustment to a job structure, workplace facility, or work requirement in response to an actual or threatened act of domestic violence, sexual assault, or stalking.

If you require a safety accommodation, notify your Manager/Supervisor. You may be required to provide documentation verifying that you are a victim of domestic violence, sexual assault, or stalking. This requirement may be satisfied by providing the Company with documents such as a police report, court order, or written statement.

After receiving your request for a safety accommodation, the Company will work with you to explore potential accommodations. The Company encourages you to suggest specific accommodations that you believe would be effective. However, the Company is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who are victims of domestic violence, sexual assault, or stalking, or who request an accommodation in accordance with this policy.

Disability Accommodation

Pacific Facility Solutions, Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related medical conditions. Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

Where an individual is suffering from a pregnancy-related disability or medical condition, reasonable accommodation may include, but is not limited to:

- Providing more frequent, longer, or flexible restroom breaks;
- Modifying a no food or drink policy;
- Job restructuring, part-time or modified work schedules, reassignment to a vacant position, or acquiring or modifying equipment, devices, or an employee's workstation;
- Providing seating or allowing the employee to sit more frequently if her job requires her to stand;
- Providing for a temporary transfer to a less strenuous or less hazardous position;
- Providing assistance with manual labor and limits on lifting; or
- Scheduling flexibility for prenatal visits.

If you require an accommodation because of your disability, it is your responsibility to notify your Manager/Supervisor. You

may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Pacific Facility Solutions, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Manager/Supervisor or any other designated member of management.

Policy Against Workplace Harassment

Pacific Facility Solutions, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status,

uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, applicants, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race (including traits historically associated or perceived to be associated with race, which include, but are not limited to, hair texture and protective hairstyles such as afros, braids, locks, and twists), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability (including obesity), genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The Company prohibits retaliation against applicants or employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

Pacific Facility Solutions, Inc is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your Manager/Supervisor or human resources.

Wage and Hour Policies

Accommodations for Nursing Mothers

Pacific Facility Solutions, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to two years following the child's birth.

If you are nursing, the Company will provide you a private space, other than a restroom, to express milk. The room will be shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, [[clock in and out/record the start and end time]] for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Manager/Supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

Meal and Rest Periods

Pacific Facility Solutions, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Manager/Supervisor regarding procedures and schedules for rest and meal breaks. You will not be required to work more than five consecutive hours without a 30-minute meal break. A 10-minute rest period will be provided for every four hours of working time. Employees are not allowed to waive paid rest breaks per Washington State law. You **MUST** take your paid rest breaks. Employees who take extra paid breaks or breaks

longer than 10 minutes are subject to disciplinary actions up to and including termination.

The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Manager/Supervisor know; in addition, notify your Manager/Supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period. Please see our detailed Meal and Rest Break Policy that includes the full list of employees rights, from Washington State Labor and Industries.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Manager/Supervisor.

At certain times Pacific Facility Solutions, Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime. Unauthorized worked overtime will be paid a 1.5 times the regular rate of pay, but the employee may be subject to disciplinary actions for working unauthorized overtime.

Special Pay

The company will pay for hours scheduled that are substantially outside of the shift hours that an employee normally works. Each employee should work with their manager to determine their "normal" shift. Differential pay is typically paid if an employee is SCHEDULED to work more than 2 hours before or after their normal shift time.

Scheduled

- For normal day-shift workers who are scheduled to work 6pm – 6 am, \$5 differential per hour
- If the employee is already on OT there will receive 1.5 times their normal pay and the \$5 differential.
- If the following work day is disrupted by scheduled evening work that work is paid at OT rate (no additional differential) since the employee may be short of hours for the week
- Differential pay is for work that is SCHEDULED substantially outside of the employee's normal hours before 6:00 AM or after 6:00 PM. Time overruns on a normally scheduled day that go beyond 6:00 PM are not generally eligible for differential pay.

Calculating differential

For **SCHEDULED EVENTS**: Manager for the project sends the following information for project/event to the BA PRIOR to the event or within 1 business day after.

- Job #
- List of employees (even those who are not on the event manager's team)
- Schedule of event (scheduled start/stop times)
- Schedule for when incentive pay starts and stops – this is generally 6:00 PM to 6:00 AM
- Any deviations from incentive pay (example: paying at 1.5 or double time for a hard to fill time slot)

The Business Analysts will then review the actual time punches for those employees on the event date(s) and calculate the incentive pay. They will then send this information to the manager and to payroll. The Business Analysts and/or payroll will be the only ones calculating incentive pay going forward. If the manager has any concerns about the calculated pay, they should follow up with the Business Analyst.

- For those who work the event from other departments, such as janitorial, they will qualify for premium pay if the rest of the crew is for the event, even if evenings is their normal shift time.

For after hours/weekend **EMERGENCY CALLOUT** (unscheduled work)

- Paid from the time that they leave their home until they return to their home
- Paid at OT rate, if already in OT, paid at double OT
- The employee needs to reach out to the BA and tell them that they had an emergency callout. If using paper time cards, it is sufficient to note this on the timecard.
- If the employee forgets to notify their BA, we will go back one pay period to add the extra pay for those hours
- Business analysts will notify the employee's manager and Liz of the premium pay hours.
- Employees is guaranteed a 2 hour minimum

Pacific Facility Solutions, at its sole discretion, may choose to pay additional OT or other "incentive pay" for after hours or emergency work or to fill difficult to fill shifts.

In all cases, employees will be paid overtime rates (1.5 x their normal rate) for all worked overtime (over 40 hours per defined work week). The Special Pay policy is only addressing additional pay that Pacific Facility Solutions may offer above and beyond any pay that employees are entitled to by Federal, state, or local laws.

Pay Period

At Pacific Facility Solutions, Inc, the standard pay period is biweekly, for all employees. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Manager/Supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Manager/Supervisor immediately.

Travel Time Pay

Some nonexempt positions within Pacific Facility Solutions, Inc require travel. The Company pays nonexempt employees for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is [[8:30 – 5:30 (Monday – Friday), etc.]].

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the Company may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The Company will not consider as work time that time spent in travel away from home

outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

Wage Disclosure Protection

In accordance with Washington law, Pacific Facility Solutions, Inc will not:

- Require, as a condition of employment, that you not disclose the amount of your wages.
- Require you to sign a waiver or other document that prevents you from disclosing the amount of your wages.

Additionally, the Company will not discriminate or in any other manner retaliate against you for:

- Inquiring about, disclosing, comparing, or otherwise discussing your wages or the wages of other employees;
- Asking the Company to provide a reason for the amount of your wages or lack of opportunity for advancement; or
- Aiding or encouraging other employees to exercise their rights under this policy.

If you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have authorized access to it, unless the disclosure is: (1) In response to a formal charge or complaint; (2) In furtherance of an investigation, proceeding, hearing, or other action (including an investigation conducted by the Company); or (3) Consistent with the legal duty of the Company to furnish information.]

This policy does not require you to disclose the amount of your wages.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Tiera Nipges.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

General Policies

Access to Personnel and Medical Records Files

Pacific Facility Solutions, Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the Company reasonable notice. Inspection must occur in the presence of a Company representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to give out such information.

Benefits

Jury Duty Leave

Pacific Facility Solutions, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Manager/Supervisor as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not be compensated for absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking

If you are a victim, or a family member of a victim, of domestic violence, sexual assault, or stalking, Pacific Facility Solutions, Inc will provide you with reasonable unpaid leave from work to take care of legal or law enforcement needs or to get medical treatment, social services assistance, or mental health counseling. **Family member** means a child, spouse, parent, parent-in-law, grandparent, or person you are dating. The Company may request verification of your family relationship.

When possible, you must provide reasonable advance notice of the need for leave. If advance notice cannot be given because of an emergency or unforeseen circumstances due to domestic violence, sexual assault, or stalking, you or someone on your behalf must provide notice no later than the end of the first day you take leave.

You may be required to provide verification that you or your family member is a victim of domestic violence, sexual assault, or stalking and that the leave is being taken for purposes described above. Verification must be provided in a timely manner and will only be used to establish that the leave is legally protected. You may satisfy the verification requirements by providing the Company with documents such as a police report, court order, or written statement.

With exception, information provided by you will be kept confidential. This includes:

- The fact that you or your family member is a victim of domestic violence, sexual assault, or stalking.
- That you have requested or obtained domestic violence leave.
- Any written or oral statement, documentation, record, or corroborating evidence you provide.

Information provided by you will only be disclosed under the following circumstances:

- When requested or consented to by you.
- When ordered by a court or administrative agency.
- Where otherwise required by applicable federal or state law.

Leave under this policy is unpaid; however, you may choose to use any accrued paid leave. Leave may be taken intermittently, on a reduced work schedule, or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if you had not taken leave.

The leave must be reasonable in duration, which will be determined by management and you, based upon the circumstances.

Upon return from leave, you will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Military Family Leave

In accordance with the Washington Military Family Leave Act (MFLA), Pacific Facility Solutions, Inc will provide employees who are the spouse of a military member up to 15 days of leave from work for each deployment when the military spouse is deployed or called up to active duty. The leave may be used prior to the deployment, or during the period when the military spouse is on leave during the deployment.

As used in this policy:

- **Spouse** includes same-sex spouses and state-registered domestic partners.
- **Military member** means a member of the U.S. Armed Forces, National Guard, or reserves.

To be eligible for such leave, you must work 20 or more hours per week.

To take military family leave, you must provide notice of intention to take leave within five business days of receiving official notice of an impending call or order to active duty or of a leave from deployment.

The leave provided under this policy is unpaid; however, you may substitute any available paid leave. You may split the 15-day leave between different periods of time (pre-deployment or while the military member is on leave during deployment). The total number of days of leave, however, cannot exceed 15 days per deployment.

The Company may count FMLA-qualified leave related to a deployment as state MFLA leave if the leave is taken before the deployment, or during any period when the military spouse is on leave from deployment.

You will be allowed to continue available group health benefits at your own expense.

Upon return from leave, you will be restored to your prior position.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Paid Family and Medical Leave Insurance

Washington's Paid Family and Medical Leave (PFML) program is a mandatory statewide insurance program that provides most employees in Washington with paid time off to give or receive care. Eligible employees are entitled to partial wage replacement benefits of up to 90 percent of their weekly pay, depending on their income. The program is administered by the Washington Employment Security Department (ESD) and is funded by premiums paid by both employees (through payroll deductions) and employers.

Eligibility

To be eligible for PFML you must:

- Have worked at least 820 hours (or about 16 hours a week) in Washington during the qualifying period. The 820 hours are cumulative, regardless of the number of employers or jobs you have had during the year. All paid work in Washington over the course of the year counts toward the 820 hours, including part-time, seasonal, and temporary work.
- Experience a qualifying event.

If you are not eligible for PFML, you may still qualify for leave under the federal Family and Medical Leave Act (FMLA). Refer to the Family and Medical Leave policy for details.

Qualifying Events

You may take PFML for the following reasons:

- **Family leave** to:
 - Bond with your newborn child, newly adopted child, or newly placed foster child (bonding leave);
 - Care for a family member with a serious health condition;
 - Prepare for a family member's pre- and post-deployment activities, as well as time for childcare issues related to the family member's deployment; or
 - Deal with the death of a newborn or newly adopted/fostered child (bereavement leave).
- **Medical leave** to care for your own serious health condition.

Family member means:

- Your biological, adopted, or foster child, stepchild, a child's spouse, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status.
- Your spouse or state registered domestic partner.
- Your parent or your spouse's parent (including biological, adoptive, de facto, or foster parent, stepparent, or legal guardian or an individual who stood in loco parentis to you or your spouse as a child).
- Your sibling.
- Your grandchild.
- Your grandparent.
- Any individual who regularly resides in your home or where your relationship creates an expectation that you care for the person, and that person depends on you for care. It does not include an individual who simply resides in your home with no expectation that you care for them.

Usage

Eligible employees may generally take up to 12 weeks of PFML per year. If you have more than one qualifying event in the same year, you may be eligible to take up to 16 weeks of PFML. Combined leave cannot exceed 16 total weeks unless there is a serious, incapacitating health issue related to pregnancy, which adds two more weeks (18 weeks total).

Bonding leave must be taken during the first 12 months after the child's birth or placement.

Bereavement leave must be used within seven calendar days of the child's death.

During the first six weeks after the birth of a child, any PFML used based on incapacity due to pregnancy or for prenatal care will count as paid medical leave by default, unless you choose to use paid family leave during that period.

PFML may be used intermittently rather than all at once.

You will not be required to use other leave before using PFML.

Requesting Leave

If the need for leave is foreseeable, provide 30 days' written notice of your intent to take leave. Notice must contain at least the anticipated timing and duration of leave. If unforeseeable, provide written notice as soon as practical.

Failure to provide proper notice may result in the denial of leave for a period of time equal to the number of days that notice was insufficient.

Questions and Applying for Benefits

If you have questions regarding this policy, contact [[appropriate person or department]]. If you are eligible for PFML benefits, you may obtain detailed information about the program and apply for benefits through the Washington Employment Security Department (ESD) website at <https://paidleave.wa.gov/>.

Health Insurance

Your health insurance will continue while you are on leave. If you contribute to the cost of your health insurance, you must

continue to pay your portion of the premium cost during your leave.

Interaction with Other Laws

PFML is in addition to any leave for sickness or temporary disability because of pregnancy or childbirth.

The use of FMLA does not reduce your allowed PFML benefit, so it is possible to use both types of leave. PFML and FMLA will run concurrently unless otherwise required by law.

Job Restoration

Unless you have been identified as a key employee (as defined under the FMLA) prior to taking PFML, upon return from leave you will be restored to your previous or an equivalent job, provided you worked for the Company for at least 12 months and worked at least 1,250 hours in the 12 months before taking leave.

Retaliation

The Company will not retaliate against employees who request or take leave under the Washington PFML program.

Paid Sick Leave (Accrual Method)

Pacific Facility Solutions, Inc provides paid sick leave to eligible employees in accordance with Washington's Paid Sick Leave Law. All leave granted by Pacific Facility Solutions, Inc is considered PTO, and can be used for sick, vacation, or holiday pay. This policy is to inform employees of their rights under Washington State law regarding paid sick leave.

Eligibility

All employees are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- To care for your own or a family member's mental or physical illness, injury, or health condition, including the need for medical diagnosis, care, or treatment, and preventive medical care.
- If and when the Company closes for a health-related reason or when your child's school closes for a health-related reason.
- For absences that qualify for leave under the state's Domestic Violence Leave Act (DVLA).

Family member means:

- A child, including a biological, adopted, or foster child, stepchild, or a child to whom you stand in loco parentis, are a legal guardian, or are a de facto parent, regardless of age or dependency status;
- A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of you or your spouse or registered domestic partner, or a person who stood in loco parentis when you were a minor child;
- A spouse;
- A registered domestic partner;
- A grandparent;
- A grandchild; or
- A sibling.

Accrual and Usage

Eligible employees accrue at least one hour of sick leave for every 40 hours worked. New employees begin accruing sick leave on their first day of employment. For purposes of this policy, the leave year is January 1st - December 31st. You will not accrue sick leave during vacation, paid time off (PTO), or while using sick leave. Sick leave is part of the PTO that all employees accrue. It is not a separate bucket of time off at PFS.

You may begin using sick leave on your 90th day of employment, and you may carry over up to 40 hours of accrued, unused sick leave to the following leave year.

Notice

If the need for leave is foreseeable, you must provide notice at least 10 days, or as early as practical, before the first day sick leave is used. If unforeseeable, provide notice as soon as practical before the required start of your shift. If known, notice should include the expected length of the absence.

Documentation

For absences exceeding three days, you may be required to provide verification that your use of sick leave is for an authorized purpose. Verification must be provided within 10 days after the first day of absence. Verification may not be required if it results in an unreasonable burden or expense to you and may not exceed privacy or verification requirements otherwise established by law.

Interaction with Other Leave

You may be required to use available sick leave during family and medical leave, disability leave, or other statutorily-authorized leave that would otherwise be unpaid.

Payment Upon Termination

You will not be paid for any unused sick leave when your employment ends.

Reinstatement of Sick Leave Upon Rehire

The Company will reinstate previously accrued, unused sick leave if you separate and are rehired within 12 months.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Pregnancy Disability Leave

Pacific Facility Solutions, Inc will provide employees who are sick or temporarily disabled due to pregnancy or childbirth with a leave of absence for the time they are sick or temporarily disabled. The Company will treat employees on pregnancy-related leave the same as other employees on leave for sickness or other temporary disabilities.

Upon return from pregnancy disability leave, employees will be returned to their previous position or an equivalent position.

The Company will not retaliate against employees who request or take pregnancy disability leave in accordance with this policy.

Safety and Loss Prevention

Workplace Smoking

Pacific Facility Solutions, Inc is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited. Specific clients, such as healthcare facilities, may have more stringent rules and may not allow smoking on their property even if you are far from any entrances to buildings. All employees are required to follow the tobacco use rules of the site that they are at.

Custom Policies

Custom Policies

Fleet Telematics

PURPOSE

Pacific Facility Solutions Inc. recognizes that our employees are our most valuable assets and the most important contributors to our continued growth and success. Our company is committed to preventing workplace accidents and providing a safe working environment for all employees. We value our workers not only as employees but also as human beings who are crucial to the success of their families, the local community and our company.

Motor vehicle accidents are a leading cause of work-related fatalities. The environment in which these accidents occur involves numerous complex factors, many uncontrollable. The purpose of Pacific Facility Solutions Fleet Telematics Policy is to provide the means to reduce vehicle-related losses by collecting driver data to improve safety and communication with our drivers.

In addition to reducing work-related injuries, fleet telematics is critical to improving Pacific Facility Solutions overall vehicle operations. By utilizing fleet telematics, Pacific Facility Solutions can use the data to reduce fuel costs, know where our people and vehicles are, provide documentation to customers as needed for time and materials billing, and provide better maintenance for the fleet and help streamline logistics to create better efficiencies in operations.

To further these goals, we have developed a Fleet Telematics Policy effective 10.1.2022. This policy applies to all employees operating any company owned vehicles.

SCOPE

This policy covers the use of telematics in company vehicles. Telematics monitors the vehicle in use by employing GPS technology and/or dashboard cameras (dashcams). The use of telematics is not optional.

ROLES AND RESPONSIBILITIES

Senior management: Senior management is responsible for setting expectations and accountability.

Safety director: The safety director is responsible for making sure the telematics program, the employer and employees are following company policy and the Department of Transportation's Federal Motor Carrier Safety Administration (FMCSA) regulations. In addition, the safety department will assist managers/supervisors in training drivers.

Managers/supervisors: Managers or supervisors are responsible for continuing to work with employees to make sure they are following company policies and FMCSA regulations. They are also in charge of training their employees in company policy and safe driving habits.

Drivers: Drivers are responsible for following safe driving practices and abiding by company policies.

POLICY GUIDELINES

Telematics and dashcam systems will be installed in all company vehicles. The installation of each unit will abide by Washington State laws. The driver must not alter the systems in any way or turn them off during their shift to interfere with record-keeping. This includes anything that disrupts the view or clarity of the cameras. This will lead to disciplinary actions, including possible termination.

All employees driving with telematics and/or dashcam units must understand that their driving will be monitored. Driving habits, idle patterns and any violations of company policies that are found will be reviewed as needed, but not more than 1 year. If there are issues found with a driver's actions, they will be documented in their employment driving record for 3 years and disciplined accordingly if necessary.

All employees driving with telematics and/or dashcam units must understand that their location data may be used for periodic audits, for cause, or by customer or company request to reconcile locations with recorded job and payroll times.

Drivers using vehicles that are regulated by the Department of Transportation (DOT) must comply with all the applicable FMCSA regulations and state laws. Vehicles not DOT-regulated must abide by all company policies and state laws.

This fleet telematics policy is in addition to the other driving safety policies in place.

Telematics:

Telematics systems provide vehicle tracking information for companies.

These systems are used by Pacific Facility Solutions to monitor the vehicle's data, including:

- Speed
- Location
- Length of stop
- Idle time
- Time of arrival and departure from stops
- Mileage
- Acceleration and deceleration
- Fuel efficiency
- Driver behaviors that can be visibly observed such as distracted driving
- Safe use of cell phones or other devices

Dashcams:

The use of dashcams in company vehicles is to help employers keep their employees and operations working in a safe manner. Most dashcam footage is used to assist Pacific Facility Solutions with driver training. However, it also helps with the prevention of theft, criminal offenses and defense of legal claims.

Dash cams are not optional; they are placed in all company vehicles for use. They are installed and used in such a way that makes sure there is a minimal intrusion of privacy for drivers.

Footage on the dashcam is not saved or stored unless it relates to an incident that the footage is necessary to keep for legal, training or discipline purposes. Only the safety director, manager/supervisor and designated senior management or their designees will have access to footage from the dashcam. If the footage is to be used for training purposes, the driver will consent to the use of the video prior to it being used.

The dashcam is not used to monitor the driver for the amount of work they are completing or see what a driver is doing at that particular moment in time. However, if the footage shows inappropriate conduct at work, this is grounds for discipline. With that said, the video is used to idly watch driver's every movement.

All footage is subject to the proper security measures to prevent unauthorized use and access of the recordings.

DISCIPLINARY ACTIONS

Employees will face disciplinary action up to and including termination if they:

- Destroy, dismantle, unplug or otherwise inactive the telematics system. The employee who performs these actions will face disciplinary action, up to and including termination of employment.
- Deliberately block the view of the camera on the inside of the cab or the outside.

USE OF DATA

Collected data will be used to enhance operational efficiencies and improve our drivers' operational skills. Established criteria will be used to benchmark individual operator, departmental and/or location vehicle operations and performance metrics. This will be supported with appropriate coaching and mentoring aimed at improving performance across the company fleet.

Our expectations are that those operators and supervisory personnel failing to meet expectations will improve performance based on focused guidance and mentoring. Goals for improvement will be identified and monitored. Failure to improve ongoing metrics will result in progressive disciplinary measures up to and including termination if necessary.

The following are considered unsafe driving practices and will be considered policy violations:

- Speeding in excess of 15 miles per hour
- Rolling stops (failure to fully stop) at designated points
- Excessive idle time
- Unsafe acceleration and deceleration (hard stops)
- Driver behaviors that can be visibly observed such as distracted driving
- Unsafe use of cell phones or other devices
- Failure to follow rules of the road
- Driving under the influence
- Driving while drowsy
- Speeding tickets or other moving violations
- Parking tickets
- Seat belt violations
- Unauthorized use of company vehicles
- Tampering with telematics systems
- Any other failure to follow driving related laws or regulations

Depending on the severity of the action and a driver's driving history, these disciplinary actions may not be skipped, and instead, immediate termination may be necessary.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Tiera Nipges, CEO

Pacific Facility Solutions, Inc

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Pacific Facility Solutions, Inc Employee Handbook (handbook) and that I have reviewed it and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. 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 (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Pacific Facility Solutions, Inc.

If I have any questions about the content or interpretation of this handbook, I will contact Tiera Nipges.

Signature

Date

Print Name