



Building success.

## EMPLOYEE HANDBOOK

### I. EMPLOYEE RECEIPT/ACKNOWLEDGMENT AND NOTICE FORM

### EMPLOYER COPY

My signature below acknowledges that I have received a copy of ROERS' Employee Handbook. I acknowledge that I have read the Employee Handbook and understand the policies and rules specified in the pages of the Handbook which follow my signature below, together with any future changes, additions, or deletions to such pages of the Handbook. I understand that the Employee Handbook does not create a contract for continuing employment for a specific period of time or guarantee that my employment will end only under certain conditions. I also acknowledge that my employment relationship with ROERS is "at-will" employment as described in the At-Will Nature of the Employment Relationship Section of the Employee Handbook, subject to the exception stated in that Section.

This handbook is the property of ROERS and contains confidential, trade secret, and proprietary information. I understand that I must protect confidential Employer information as described in the Confidentiality Section of the Employee Handbook, subject to the exception stated in that Section.

I acknowledge that this handbook and its managerial guidelines and policies supersede all previous manuals and handbooks, and all other inconsistent employment-related materials, practices, procedures, and representations of terms and conditions of employment with ROERS whether verbal or written, all of which are hereby revoked and rescinded, subject to the exception stated in that Section.

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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
(Print your Name)

- I choose to not keep a copy of this handbook for my personal reference.  
\_\_\_\_\_ (employee initial)





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

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
(Print your Name)

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## **II. EMPLOYMENT POLICIES**

### **A. Equal Employment Opportunity**

ROERS (“ROERS” or “the company”) has not, and will not, violate any law prohibiting discrimination for or against any employee or applicant for employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, familial status disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to the Company or to a public authority, lawful requests for access to or to make written submissions to one’s personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Employees will be evaluated solely on the basis of their conduct, their compliance with the Company’s policies, practices and reasonable expectations, and their performance.

ROERS is committed to reasonably accommodating qualified disabled applicants and employees, including pregnant employees. Each applicant and/or employee will be evaluated on an individual basis with respect to his/her ability to perform the functions of a particular job. Disabled applicants and employees, who are otherwise qualified, may propose any reasonable accommodation to ROERS which would enable them to perform the essential functions of their position. ROERS will attempt to reasonably accommodate the disability, unless doing so would cause an undue hardship to the Company.

If an applicant or employee believes that he/she, or another applicant or employee, has been unlawfully discriminated against, the individual must bring this to the attention of his/her supervisor or the Equal Opportunity Officer. The Human Resources Representative is the Company’s Equal Opportunity Officer. Employees can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation.

This policy applies to all aspects of an employee’s employment with Roers and to all applicants. All employees and applicants are responsible for understanding, adhering to and strictly enforcing this policy.

### **B. At-Will Nature of the Employment Relationship**

ROERS’ Employee Handbook is intended to assist employees in becoming familiar with ROERS’ policies, procedures, and benefits. This Handbook does not constitute a promise or guarantee that employment will continue for a specified period of time or end only under certain conditions. Unless expressly modified by a written agreement, employment at ROERS is a voluntary employment-at-will relationship, and nothing in this Handbook is intended to create an express or implied contract of employment for a definite period of time or a promise or guarantee of any benefit. Employees have the right to terminate their employment relationship for any reason, with or without cause or notice, at any time, and ROERS has the same right.

From time to time ROERS may unilaterally, in its discretion, amend, supplement, modify, eliminate, or make an exception to, one or more of the benefits, rules, or policies in this Handbook, with or without prior notice. However, ROERS will attempt to provide as much advance notice as practicable prior to the implementation of any general changes or modifications by posting such changes on the official ROERS Bulletin Board and/or by distributing written and/or electronically distributed information on the changes to ROERS employees.

No supervisor or manager has the authority to change this Handbook. Any final decision regarding interpreting or changing ROERS' policies rests with ROERS' CEO. Only ROERS' CEO has the authority to make any individual agreement or, where applicable, collectively bargained agreement contrary to this policy and any such agreement must be in writing and signed by the CEO/President of ROERS. This Handbook replaces all of the Company's previous materials, policies, and handbooks whether written or verbal concerning employment or working relationships between employees and the Company (except written individual or, where applicable, collectively bargained agreements signed by the ROERS' CEO).

### **C. Resolution of Complaints/Open Door Policy**

We are concerned about *every* ROERS employee, and about every employee's concerns, questions, or complaints. ROERS has the following procedure for responding to employee concerns or complaints. ROERS procedure has two main goals:

1. Goals
  - a. To ensure that ROERS responds to every complaint or concern raised by employees. While employees may not always agree with ROERS response to a concern or complaint, employees should be assured that ROERS will give all complaints and concerns appropriate consideration.
  - b. To improve communication within ROERS and provide a means for concerns and complaints to be resolved as described in the following section regarding proper complaint procedure.

Employees who have complaints, concerns or questions about any aspect of their employment at ROERS, including concerns about compensation, benefits or legal compliance by ROERS should use the following procedure:

2. Procedure
  - a. In most cases, the procedure for employees who have any concerns, complaints, or questions regarding employment at ROERS, is to first talk with their direct supervisor. Often, an informal discussion of such issues will lead to their quick, effective resolution. Employees should be polite, but direct about their concerns. If employees have a concern, complaint, or question which isn't resolved after such an

informal discussion, they should proceed as described in Paragraph b. If employees don't feel comfortable approaching their supervisor about their concerns, they should follow the instructions listed in Paragraph b.

- b. Employees are asked to give complaints to their supervisor orally, or in writing, or by email, within fourteen (14) calendar days of the date the problem occurred. The supervisor will forward all complaints to the Human Resources Representative. If for any reason the employee is not comfortable submitting a complaint to his/her supervisor, the employee should bring the complaint (orally, or in writing, or by email) directly to the Human Resources Representative within fourteen (14) calendar days of the date of the problem.

3. Complaint

- a. The complaint should indicate, orally or in writing or by email:
  - (i) Employee's name, position or department, and schedule.
  - (ii) What the employee is concerned about. Employees should set forth a clear statement of what happened, who was involved, when it happened, why the employee believes it happened and why it is a problem for the employee.
  - (iii) Any other information the employee thinks is relevant to his/her complaint.
- b. ROERS will generally investigate and respond to an employee's complaint within ten (10) business days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people who need to be interviewed or facts to be investigated).
- c. Employees should keep the following additional guidelines in mind:
  - (i) Employees must not be afraid to speak for themselves. This is an informal procedure and employees may present concerns in their own words. No retaliation will be permitted against employees who raise concerns or complaints.
  - (ii) Complaints and actions taken in response will be handled as confidentially as possible given ROERS' obligation to investigate and act upon such complaints or reports.



- (iii) Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to, and strictly enforcing this policy. Violations of this policy may result in discipline, up to and including dismissal.

## **D. Prohibition of Harassment and Retaliation**

### **1. Harassment and Retaliation Policy Statement**

ROERS is committed to providing a work environment that is free of harassment. This policy prohibits harassment or retaliation based upon race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, familial status, disability (including those related to pregnancy or childbirth), membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to ROERS or to a public authority, lawful requests for access to or to make written submissions to one's personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Complaints alleging retaliation or harassment, including but not limited to sexual harassment, based upon any protected characteristics or activity will be handled as described in the Reporting Procedure section.

### **2. Sexual Harassment**

ROERS forbids sexual harassment in the work environment. The "work environment" includes all of ROERS premises, and any other locations where ROERS-sponsored activities take place, any off-site location where ROERS business is conducted, and on social networking sites if ROERS, its customers, suppliers or employees are referenced or included in communications. "Sexual harassment" is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- a. Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment;
- b. Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment; or
- c. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment, and the Company knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

### **3. Reporting Procedure**

If an employee believes that he/she has been subjected to any conduct or statement that could be viewed as harassment or retaliation, the employee must:

- First: Tell the harasser/retaliator to stop.
- Second: Immediately report the incident to your immediate supervisor. The supervisor will present the information to the Human Resources Representative. If for any reason the employee is not comfortable submitting a complaint to his/her supervisor, the employee should bring the complaint (orally, or in writing, or by email) directly to the Human Resources Representative
- Third: If the conduct continues, this should also be immediately reported to the Human Resources Representative.

If an employee witnesses an incident that might be viewed as harassment or retaliation, the employee must follow steps two and three above.

Any reported incident, complaint or report will be investigated, including those arising after an employee's termination of employment. Complaints and actions taken to resolve harassment or retaliation will be handled as confidentially as possible, given ROERS obligation to investigate and act upon such incidents, complaints or reports. Violation of this policy may result in discipline, up to and including termination.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to and strictly enforcing this policy. Violation of this policy may result in discipline, up to and including dismissal.

#### 4. Investigation

ROERS will, upon receipt of a report or complaint alleging harassment, retaliation, or other inappropriate conduct, authorize an investigation.

In addition, ROERS may take immediate steps, at its discretion, to protect the complainant, witnesses or other employees pending completion of an investigation.

#### 5. Prohibition Against Retaliation

ROERS will discipline any individual who retaliates against any person who complains of or reports alleged harassment, retaliation, or other inappropriate conduct, or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a harassment complaint.

#### 6. Discipline and Other Appropriate Action

ROERS may take any appropriate action it deems necessary to punish harassment, retaliation or other inappropriate conduct and to prevent reoccurrence of any such conduct. Depending upon the results of an investigation and severity of any incident, ROERS may take disciplinary action, up to and including dismissal, as well as

issuing general reminders of its policy, and/or conducting orientation and training sessions. In some cases, referrals may also be made for civil or criminal legal prosecution.

#### **E. No Company Authority**

Employees have no authority to represent, speak for, or bind the Company in any respect, with employees, customers, vendors, government agencies or the public unless permission is expressly granted and within the scope of their duties.

#### **F. Protected Concerted Activity**

Nothing in this Handbook, including but not limited to its confidentiality, visitors, distribution, no solicitation, discipline and electronic communications (email, voicemail, internet use, social media, etc.) policies, is intended to interfere with or restrict employees' rights to lawfully engage in or refrain from engaging in protected, concerted activity under the law such as pursuing grievances, criticism or complaints about wages, benefits, working conditions or employer policies, supporting or opposing union organizing, and/or collective bargaining, or other lawful group action, without fear of reprisals.

### **III. RULES REGARDING CONDUCT AND DISCIPLINE**

#### **A. Rules Regarding Employee Conduct and Discipline**

ROERS Employee Conduct and Discipline Rules are designed to provide notice of the Company's expectations for all of its employees. ROERS requires that its employees follow these Rules of Conduct, which are intended to protect the interests and safety of all employees and of the organization, as well as customers, vendors and other business partners, and the public.

ROERS reserves the right to handle each disciplinary situation as it deems necessary, including the right to discipline employees up to and including dismissal for any reason, including reasons not specified here, with or without cause, notice or prior warning or discipline, at any time, as described more fully in At-Will Employment Policy at Section above. Employees are responsible for knowing, understanding and adhering to these Rules. No employee is guaranteed prior warning or discipline before dismissal, although there will typically be such warnings or prior discipline. Discipline may include, but is not limited to, verbal or written warnings, paid or unpaid suspensions, prospective reductions in pay, demotions, transfers, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment, last chance warnings or dismissal, without opportunity for reemployment. Since it is not possible to provide an exhaustive list of unacceptable conduct or omissions, the following is a nonexclusive list of examples of conduct and omissions that may result in discipline, up to and including dismissal from employment:

1. Inadequate performance, failure to work efficiently, to produce satisfactory results, or to meet reasonable ROERS production and/or quality standards.

2. Failure to communicate directly with one's supervisor in advance of an absence, and daily during any absence of more than one (1) day.
3. Unacceptable absenteeism or tardiness.
4. Leaving work prior to the completion of scheduled or approved overtime hours without the specific prior permission of one's direct supervisor.
5. Failure or refusal to follow instructions or directives from supervisors or management.
6. Failure to follow safety or health rules, to wear appropriate safety or personal protective equipment, to immediately correct an unsafe condition or to immediately report injuries, accidents or safety violations.
7. Inappropriate or unauthorized use, removal, misappropriation, possession, destruction, neglect or abuse of employee, ROERS, or others' tools, products, supplies, money, documents, property or equipment.
8. Possession (without prior supervisor approval), consumption, or transfer of alcohol or drugs on the job, reporting for work or working under the influence of either drugs or alcohol, or refusing or failing a drug or alcohol test or interfering with the test.
9. Threats, threatening language, insubordinate and disrespectful behavior, verbal or physical intimidation, fighting, threats, or violence.
10. Unprofessional, discourteous, or disrespectful behavior to current or prospective customers, vendors, other business partners, or members of the public while in the course of Company business.
11. Personal possession or use of ROERS tools, materials, supplies, products, documents, property, or vehicles without the specific, prior permission of a supervisor.
12. Working on personal matters during working time without appropriate supervisory approval.
13. Engaging in any other business or employment that conflicts with or interferes with an employee's responsibilities to ROERS.
14. Discussion of doing work on the employee's own account for ROERS customers or engaging in such work.
15. Disclosure of confidential, trade secret, proprietary or otherwise restricted information, including protected health information, which is not otherwise

available to persons or firms outside ROERS, regarding the Company or its customers in violation of the Confidentiality Section.

16. Violation of any ROERS policy, including the policies on discrimination, harassment and retaliation, related to conduct or behavior.
17. Providing false or misleading information to ROERS such as employment application information,, including, but not limited to, information about prior employment and qualifications, criminal record, absences, time worked, expenses, leave requests, or in response to requests for information.
18. Inaccurately reporting or recording one's own time, reporting (whether accurately or not) the time of another employee, allowing one's own time to be reported (whether accurately or not) by another person, or working overtime hours which have not previously been approved by a direct supervisor, or working overtime hours without reporting them.
19. Disorderly, dangerous, wasteful or careless conduct.
20. Sleeping during working hours.
21. Failure or refusal to perform assigned duties, mandatory overtime, scheduled hours, or to travel to or from, or to report to any assigned project or work site.
22. Gambling on ROERS premises (including ROERS parking lots and work sites) or on company equipment (at work or home).
23. Possession or use of firearms, explosives, weapons or other dangerous or unlawful materials or contraband on ROERS property (including ROERS parking lots and project or work sites) without the specific prior permission of appropriate supervisor unless otherwise permitted by state law.
24. Making false and malicious or derogatory statements concerning customers, vendors, or employees of ROERS.
25. Entering or remaining on ROERS premises (including parking lots and project or work sites) before or after the completion of one's scheduled or overtime hours, or during non-work periods, without prior notice to one's supervisor.
26. Unauthorized and/or inappropriate use of ROERS or employee telephones, facsimiles, mail, e-mail, copiers, computers or other equipment.
27. Use of tobacco products in an unauthorized area.
28. Failure to observe traffic and parking rules on vendor, customer, other business partner or ROERS' property or at project or work sites.

29. Failure or refusal to work cooperatively with other employees.
30. Uncooperative, rude, or offensive treatment of vendors, customers or other business partners in person, in writing, electronically, or by phone.
31. Failure to provide prior notice, to one's supervisor, that an employee is taking medications which may affect his/her work performance or create a safety risk.
32. Committing a gross misdemeanor, felony or serious regulatory offense, or any similar act or omission, whether on or off duty, which adversely affects ROERS by bringing ROERS into disrepute, by exposing ROERS to the risk of liability or expense, by undermining the employee's ability to effectively perform his or her duties, or by reducing customer, vendor, business partner, or coworker confidence in the employee.
33. Violation of any Company policy, rule, practice or standard, failure to meet standards or reasonable expectations of the Company or any other conduct which ROERS lawfully determines to be adverse to its business interests.
34. Personal items located in an office or at a work site should be appropriate/professional in nature and not should not be offensive to others.

The above rules and standards of conduct are general in nature and are not intended to be all-inclusive. Employment with ROERS is "at-will" employment, which means that continued employment requires the mutual consent of ROERS and the employee as described more fully in Section above. Either the employee or the Employer may terminate the employment relationship for any reason, with or without cause, notice or prior warning or discipline, at any time.

#### **B. Absenteeism/Tardiness**

Employees are expected to report for work on time and for all scheduled shifts. Unnecessary absenteeism and lateness is expensive, disruptive, and places an unfair burden on other employees and supervisors. Unsatisfactory attendance will adversely affect an employee's opportunity to be retained, promoted, receive pay increases or certain benefits, and will result in disciplinary action, up to and including dismissal from employment.

If employees are going to be late or absent for any reason, they must personally telephone their supervisor directly prior to and as far in advance of their starting time as possible. Simply advising the receptionist or a coworker or leaving a voicemail or electronic message is **not** acceptable notification for these purposes. Employees must explain why they are going to be absent and when they expect to return to work. It is each employee's responsibility to ensure he or she provides proper notification to his or her supervisor.

An excused absence occurs only when the Company approves an employee's request for leave which is:

- (1) provided by the Company pursuant to this Handbook (including PTO use)
- (2) legally mandated, or
- (3) supported by another reason determined to be sufficient by ROERS.

ROERS reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work (i.e. doctor's note after 3 days of absence for illness). Employees must communicate directly with their supervisor daily during any period of absence about their status, condition, expected date of return to work, and other relevant information requested by their supervisor, unless written approval of a leave with a stated duration has been granted.

If an employee is absent for three (3) consecutive days without notifying his/her supervisor, or after notice but without the supervisor's approval of a satisfactory reason for the absence, it will be treated as a **VOLUNTARY** resignation or job abandonment and employment will be automatically terminated.

### **C. Inclement Weather**

Occasionally, the Company's business hours may be altered or operations may be reduced or temporarily closed down due to inclement weather or emergency conditions. If threatening weather is forecast or occurs, an employee should contact the office for more information prior to his/her start time. If such an event occurs after the business day commences, employees may be sent home at the discretion of ROERS. Employees, who elect to stay home or to leave when operations are continuing, are advised to use discretion and notify their supervisor.

### **D. Moonlighting/Conflict of Interest**

Moonlighting (engaging in other employment or self-employment while working for ROERS) in any activity, which could conflict with an employee's commitments to ROERS, or with ROERS interests, is prohibited. If employees are considering outside employment, they must provide notice and obtain approval from their supervisor prior to starting the outside employment. Approval will only be granted in cases in which it is clear that the outside employer is not a competitor of ROERS, and that the outside employment will not conflict with ROERS interests or interfere with the employee's work performance, rest or availability for work at ROERS, including overtime work. ROERS work requirements, including any Company overtime, must take precedence over any outside employment, even when approved. Employees should also avoid any non-employment outside activities which conflict with or interfere with work performance, with the employee's rest or availability for work, or with ROERS interests. If a conflict occurs, employees will be asked to make a decision to prioritize their employment at ROERS as compared to the other activities.

## **E. False Information and Claims**

ROERS will not pay medical, income replacement or other benefits for injuries or sicknesses resulting from other employment or self-employment, or from outside activities, and will resist all other false, frivolous or meritless claims, charges, complaints, and allegations. Providing false information to ROERS, or to any attorney, investigator, health care or treatment provider, insurer or government agency or tribunal, in connection with a claim for benefits, or in pursuit of any other legal remedies, or acting in bad faith in connection thereto, will result in civil and/or criminal prosecution, forfeiture of benefits and/or civil damages, and costs and attorneys' fees when applicable, in addition to discipline. Filing a charge or complaint, proceeding with other legal remedies, or cooperating with a governmental investigation, in good faith and without falsification of facts, will not constitute a violation of this policy and will not be grounds for discipline.

## **F. Workplace Violence; Inappropriate Conduct; Weapons**

ROERS policy is to promote and maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation, and other inappropriate and disruptive behavior.

Physical violence, threats of physical violence, harassment, intimidation, and other disruptive behavior in ROERS' workplace or involving ROERS' employees, vendors, customers or other business partners will not be tolerated, nor will improper possession, transporting, brandishing or using weapons, including but not limited to all firearms (except in the case of a firearm in an employee's personal vehicle for which the individual has a state-issued carry permit, or under other circumstances permitted by state law), knives, explosives, or any devices which are likely to produce bodily harm and which ROERS, at its discretion, deems dangerous. Employees should be on notice that the Company bans guns on its premises (unless appropriate supervisory approval is provided), and that the Company may post signs in accordance with state law regarding the restriction of firearms. In addition to actual physical violence and weapons possession, such behavior includes but is not limited to, oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm. Individuals who commit such acts may be removed from the premises and may be subject to disciplinary action, up to and including termination, as well as possible civil and criminal penalties.

All complaints of violations of this policy will be investigated and dealt with appropriately. All ROERS employees are responsible for notifying their supervisor or the Human Resources Representative of any behavior of which they become aware which may represent a violation of this policy.

## **IV. COMPENSATION AND HOUR POLICIES**

### **A. Introductory Period**

New employees are introductory until they have completed three (3) months of service with ROERS. The introductory period is designed to give new employees an



opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. ROERS uses this period for an initial evaluation of employee capabilities, work habits, productivity, performance and adherence to Company policies, practices and rules. An employee's introductory period may be extended at ROERS sole discretion for a fixed additional period. ROERS may also review an employee's performance after a transfer or promotion to a new position.

All employees remain "at-will" both during and after the introductory period, and both ROERS and the employee retain the same rights regarding the termination of employment if the employee is retained after that period. Thus, completion of the introductory period does not alter an employee's at-will status (see Section II.E. above).

## **B. End of Employment**

End of employment is an inevitable part of personnel activity within any organization. Examples of some of the most common circumstances under which employment is terminated include:

1. RESIGNATION - voluntary employment termination initiated by the employee, either with or without notice. This would also include abandonment of employment without prior notice, or with notice but without approval, for three (3) or more consecutive work days.
2. DISMISSAL - involuntary employment termination initiated by ROERS for reasons other than those described below under Layoff, Reduction In Force.
3. LAYOFF, REDUCTION IN FORCE – involuntary employment termination initiated by ROERS due to lack of work or funds, elimination of position, changes in ROERS organizational structure or operations, business setbacks, or seasonal reduction in operations.
4. RETIREMENT – initiated by employee with notice.

Since employment with ROERS is based on mutual consent, ROERS reserves the right to terminate any employee's employment at-will, for any reason, with or without cause, notice or prior discipline, at any time (see Section II.E. above). Employees have the same right. Employees will receive their final pay by mail or direct deposit (if previously authorized) at the next scheduled payday after their end date.

In the event an employee should resign or retire, then he/she is requested, but not required, to provide two (2) weeks' advance notice of his/her decision for hourly personnel and thirty (30) days advance notice for salaried personnel. Upon receipt of an employee's notification of resignation/retirement, an exit interview will be scheduled to resolve outstanding issues such as final pay, payment of employee debts, return of any Company property within the employee's possession, status of any postemployment

obligations of the employee, and any concerns of the employee. The effective date of resignation/retirement may be advanced by ROERS to an earlier date.

All pay and benefits, and eligibility for recall, reemployment or reinstatement, terminate upon dismissal or resignation, retirement, discharge or layoff/reduction in force unless the employee is eligible for and elects COBRA continuation, in which case only COBRA-eligible benefits may be continued and only if the employee's premium payments are timely received in full for each month of continuation desired. Employees who fail to return from a leave of absence will be treated as having resigned as of the date the leave ended.

### **C. Layoff; Reduction in Force**

Employees may be laid off under certain circumstances, including but not limited to a lack of work or funds, elimination of position, changes in ROERS organizational structure or operations, or seasonal reduction in operations. If layoffs or reductions in force occur, the selection of persons to be laid off will be at ROERS discretion based upon an evaluation of relevant factors including, but not limited to, merit, prior disciplinary action, attendance and performance record, qualifications, business requirements, efficiency and seniority, as determined solely by ROERS management. ROERS may, to the extent circumstances permit, provide prior notice of such layoffs or reductions in force. However, ROERS does not guarantee such notice, and reserves its' at-will right to terminate for any reason, with or without cause, notice or prior discipline (see Section II.E. above). There are no recall or reemployment rights at ROERS, although former employees in good standing who are laid off or subject to reduction in force are free to apply when the Company is again seeking applicants. Applicants and former employees who receive, but fail to accept or decline offers of employment, are ineligible for further consideration for employment.

### **D. Promotions and Transfers**

ROERS will seek to fill new or vacant positions from within the Company by promoting qualified employees. If an employee is interested in a posted opportunity, he/she should follow the application process according to the instructions on the job posting. An employee who is interested in a position within another entity of ROERS, must first notify their current supervisor of their intent before applying for the posted position. Internal candidates may be recruited, interviewed and hired in accordance with ROERS equal employment opportunity policy.

If ROERS determines, in its sole discretion, that "outside" hiring is necessary, it reserves its right to select an applicant from outside the Company.

### **E. Workday and Break Policies**

Employees' actual work schedules will be assigned or approved by their supervisor or manager. A typical work week consists of four (4) or five (5) consecutive work days for a total of forty (40) hours. Because of the nature of ROERS work and the need to

coordinate working hours with a wide range of vendors, customers, or other business partners, changes in work schedules and work locations, required overtime (as assigned by a supervisor depended upon the responsibilities of a job) may be necessary.

Commissioned salespersons and independent contractors are free to set their own work schedules consistent with business requirements, but may wish to conform to ROERS office schedule on days they are in the office to facilitate their communications with Company employees.

The Company recognizes the need for periodic "rest break" periods which should not exceed fifteen (15) minutes each during each four (4) or five (5) hour segment of the work day. Established break times, and a longer mid-day unpaid period for a meal, will generally be scheduled by the employee's supervisor. If they are not, employees may set their own times for breaks, but must notify their supervisor prior to taking a break. Employees are required to take a meal period, and are not permitted to combine break times with the meal period. Employees are also prohibited from "working through" the meal period or breaks, or from taking their meal or breaks at the end of their shift to leave work early. Scheduled breaks of fifteen (15) minutes or less are paid, but meal periods are not.

#### **F. Overtime**

All hourly ROERS employees who are eligible for overtime compensation, and who have actually worked in excess of forty (40) hours in a week, will receive overtime compensation. Hourly nonexempt ROERS employees shall not perform work of any kind, for any reason, unless their time is recorded on their time record for pay purposes. No work "off the clock" is permitted. All regular and overtime hours that have not previously been scheduled by ROERS must be pre-approved by a direct supervisor prior to being worked.

Hourly workers will be paid overtime at the rate of one and one-half (1 ½) times the applicable wage for all hours actually worked in excess of forty (40) hours per work week, based upon the wage rate applicable to the work actually performed during the overtime hours. Holidays, PTO, workers' compensation or other leave, or any other absence will not be considered "hours worked" for purposes of overtime calculations. Salaried (exempt) employees will not be reimbursed for work performed in excess of forty (40) hours per week.

#### **G. Payroll Information**

Employees will be paid weekly for the pay periods starting on Sunday and ending on Saturday. Payroll distribution will follow the close of the payroll period, and will take place by the Friday of the week following the week worked. You will need to submit your timesheet to your immediate supervisor or the office no later than Monday of every week.

All employees will be paid by direct deposit payable to the employee only, and not to third parties. ROERS will not pay any employee in cash, nor will the Company cash any employee payroll or personal check. Advances on pay will generally not be made,

except in the Company's sole discretion for emergency situations to employees in good standing.

Direct deposit is required. Direct deposit means that your paycheck is automatically deposited into an account of your designation Friday of each week, and available for withdrawal. For new employees, ROERS will provide payroll in the form of paper checks up to 2 times, after which the employee must have a direct deposit set up. If you need to change accounts at any time, please complete a new direct deposit form, attach a voided deposit slip, and turn it in with your next timesheet.

It shall be ROERS Company policy to implement and establish a fee of \$35.00 applicable for re-issuance of any paycheck to an employee who loses or mislays a paycheck from the Company. Said fee shall reimburse the company for the stop/payment and administrative expenses associated with a check re-issuance request of that type. For a check re-issuance request caused by an employee who has inadvertently partially destroyed or damaged the same, but is still able to physically show a viable part of the check itself, the re-issuance fee shall only be the amount of \$1.00, since a formal stop/payment procedure will not be required by the Company.

It shall be ROERS company policy to discourage and/or refuse to render or provide any direct loans or pay advances to any employee. Each employee is encouraged to make the necessary personal arrangements in their financial matters to avoid any such dependence upon ROERS.

#### **H. Payroll Deductions**

Normal payroll deductions for federal and state income tax, FICA, and Medicare will be automatically made based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (garnishments, child support, advances on expense reimbursements or on pay, or vacation when approved, or monies or property owed to ROERS, for example) will also be made where appropriate. Employees are required to sign authorizations to approve such payroll deductions.

#### **I. Expense Reports**

For those employees who are authorized to purchase supplies or equipment for ROERS, or who incur costs as a direct result of their work for ROERS, please submit the following to receive reimbursement:

- a) Completed expense report(s) with accompanying receipts/invoices
- b) Expense report(s) which have been signed by your supervisor; and
- c) Turn the expense report in, along with your timesheet for that current week and the employee will be reimbursed through payroll.

## **J. Mileage Pay/Reimbursement**

Employees should use a company vehicle for business related travel if available. Mileage reimbursement for use of personal vehicles shall be paid only to eligible employees depending on circumstances specific to certain job locations. Generally, all employees are responsible to provide their own means of transportation to and from work. However, when circumstances requiring the use of a personal vehicle are present, the following policy applies:

It shall be ROERS company policy to pay a mileage reimbursement to any eligible employee. "Eligibility" shall be determined upon the following:

1. Reason for employees' need to travel;
2. Vehicle arrangements required for transportation; and
3. Distance of travel required.

If any employee's mileage reimbursement request is approved by the Company, the company will generally follow the current IRS reimbursement guidelines.

Mileage reimbursements shall not involve or include any additional compensation for travel time to and from work on the part of any employee. Weekly expense reports must be submitted to the Company by any eligible employee with weekly time card in order to receive applicable mileage reimbursements.

## **V. OTHER OPERATING POLICIES**

This section is included to give ROERS employees a general overview of the standards of conduct and cooperation that the Company considers necessary to create and maintain high standards of efficiency, quality, productivity, service and safety, in order to satisfy customers, and to protect the general public and other workers. These policies are intended to serve as general guidelines, but ROERS reserves the right to enforce other standards and expectations it deems appropriate which are not specified here.

### **A. Alcohol**

Consumption of alcohol during the work day, including breaks and meal periods, or at any time on ROERS premises (including ROERS parking lots), within Company vehicles, or at any customer, vendor, business partner or other project or work site, is prohibited, except for refreshments served by licensed personnel during (1) Company sponsored events conducted for customers, or (2) occasional officially sanctioned Company sponsored employee functions. On those occasions, all employees are expected to act responsibly and to exercise prudence in the amount of alcohol they consume.

Apart from these limited exceptions, the possession, storage, transfer or consumption of alcoholic beverages, or being under the influence, during the work day, including breaks and meal periods, or at any time on Company premises (including Company parking lots), within Company vehicles, or personal vehicles used for Company business, or at any customer, vendor or other project or work site, or in any other location while working, is a violation of this policy and will also result in discipline, as well as possible regulatory, civil and/or criminal penalties. Employees may also be subject to a lawful drug and alcohol testing policy.

## **B. Drugs**

Employees are prohibited from possessing, storing, transferring or using drugs, or reporting for work under their influence. Drugs are defined as any behavior-modifying product or substance, including marijuana, whether legal or illegal. The only, limited exception to the prohibition against drugs is prescription drugs. An employee who is taking any prescription drug or medication that may affect his or her ability to work safely is responsible for informing the Human Resources Representative before beginning work. However, the Company must receive prior notice and satisfactory confirmation from a health care provider that the drug has been prescribed to the employee for a current condition. Even in such cases, however, the employee must be able to perform the essential functions of his or her position with or without reasonable accommodation, without posing a threat to the health and safety of the employee, coworkers, customers, vendors, business partners, or the public, while using the prescription drug. The Company may restrict or prohibit the employee from working while using prescription drugs

Apart from these limited exceptions, the possession, storage, transfer or consumption of non-prescribed drugs, or being under the influence thereof, during the workday, including breaks and meal periods, or at any time on Company premises (including Company parking lots), within Company vehicles, or personal vehicles used for Company business, or at any customer, vendor or other project or work site, or in any other location while working, is a violation of this policy and will also result in possible discipline, as well as regulatory, civil and/or criminal penalties. Employees will also be subject to a lawful drug and alcohol testing policy. This policy is available for review in the Human Resources office.

## **C. Tobacco Use**

ROERS recognizes that the use of tobacco products (including e cigarettes and chewing tobacco) is a matter of individual preference, but we also understand that tobacco use can create conflicts in the work place. When such conflicts cannot be resolved to the satisfaction of both users and non-users, the Company upholds the non-use preference. Consequently, the use of any and all tobacco products is prohibited throughout our facilities, shop and offices, at all times.

The use of tobacco products is allowed on the premises during break time only and outside the building(s) in the designated smoking/tobacco use areas with the understanding that all materials and residue are disposed of properly.

Jobsites will have a designated tobacco use area to be assigned by the Job Site Project Manager and Superintendent in coordination with customers and vendors. Use of Tobacco products on the jobsite is prohibited outside the designated area during break times.

All use of tobacco is prohibited in any ROERS vehicle. As with all company policies, failure to adhere to the **TOBACCO FREE** policy shall result in disciplinary action up to and including dismissal.

#### **D. Visitors and Solicitation and Distribution**

All visitors are required to report in at the Company office or work site office prior to entering. This control is necessary to prevent unauthorized personnel from entering the office or a project or work site, for safety, productivity, loss prevention and insurance liability reasons, and to facilitate escorts for and meetings with authorized visitors.

In order to prevent disruption of ROERS operations and provision of products and services, violations of safety, insurance and customer requirements, harassment of employees, and litter, the following rules apply to verbal solicitation and distribution of materials (written, electronic, graphic, audio or video):

No distribution of non-work-related materials of any kind will be permitted in any work areas at any time. No verbal solicitation is permitted in any work areas during working time, which does not include unpaid meal periods or the time before starting or after quitting.

In non-work areas (break room, etc.), any solicitation or distribution of any kind is prohibited by or to employees who are scheduled for working time. Solicitation or distribution of materials in non-work areas, by and to employees who are not scheduled for working time, is permitted.

Nonemployees are subject to the same rules stated above and, in addition, are prohibited from entering and from soliciting or distributing materials at any time on any ROERS property or ROERS' customer, vendor or business partner sites which are not open to public use, unless they have a legitimate business purpose to visit such locations and they provide prior notice of their intention to do so to the appropriate supervisor.

#### **E. Safety and Health**

The Company requires all of its employees to "work safe" and to assist ROERS in avoiding workplace conditions or practices which might cause an accident. Employees are required to immediately report to their supervisors any unsafe condition or practice, or any injury or accident, no matter how minor, whether they are involved or witness the

incident, or become aware of the incident later. Be health, safety and fire-prevention conscious.

Personal hygiene and clean work areas make for a more pleasant, as well as a safer, place to work. Employees are required to wash or sanitize their hands before returning to work after visiting the toilet areas and before dispensing any food or beverages. Employees in all departments should also keep their work areas and/or work sites as neat and orderly as possible. Please place all litter from lunches, scrap production debris and other waste in appropriate receptacles.

Employee safety and health are important to ROERS. All OSHA regulations and ROERS safety rules must be followed by all employees. Any employee who is furnished safety equipment by ROERS will be required to wear such safety equipment at all times while doing the work for which the equipment is furnished. Safety equipment furnished by ROERS, which is damaged or worn out in use, will be replaced free of charge, provided the worn or damaged equipment is turned in when the new equipment is issued. Employees who abuse or lose equipment, however, will be subject to discipline. A complete Safety Management Manual is available for review in the Human Resources office.

**F. Dress Code/Personal Hygiene (Policy has been updated. Please contact HR Manager).**

~~ROERS considers it very important that its employees are well groomed, neat, and dressed appropriately for their job function, and while we trust each person's common sense and good judgment, a dress code must be followed that is appropriate to the work environment. Appropriate dress and hygiene are important to promoting a positive company image to our customers, both internally and externally, creating positive morale and a productive work environment.~~

~~Employees of ROERS must dress appropriately for their various work settings. Office workers may be more casual in their attire than sales people and Company officers, but at all times must be neat and presentable to the general public.~~

<b>Office Environment – Men (Business or Business Casual)</b>	
<b>Acceptable</b>	<b>Not Acceptable</b>
Dress pants, Dockers, Corduroy	Jeans (OK on Fridays), Shorts, Sweatpants, Athletic Attire
Dress shirts, Sweaters w/collared shirt or turtleneck, Polo shirts, Blazer, Sport coat, Suit	T-shirts, Sleeveless shirts
Dress shoes, loafers, boat/deck shoes	Work boots, Sandals
<b>Office Environment – Women (Business or Business Casual)</b>	
<b>Acceptable</b>	<b>Not Acceptable</b>
Dress pants, Dockers, Corduroy, Skirts, Dresses, Dress Skorts	Jeans (OK on Fridays), Sweatpants, Athletic attire, Shorts
Blouses, Sweaters, Polo shirts, Dress jackets	Tank tops, Halter tops, Spaghetti straps
Dress shoes, Loafers, Slides, Open toed shoes,	Flip flops, Hiking boots



Boots, Dress sandals	
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<b>Field Positions (Men and Women)</b>	
<b>Acceptable</b>	<b>Not Acceptable</b>
Jeans, Dockers	Sweatpants, Shorts, Athletic attire
T-Shirt, Sweatshirt	Tank tops
Safety approved shoes or boots	Any non-safety approved footwear
**All attire must conform to any and all safety requirements	Loose or hanging exposed jewelry

~~———— In order to represent a professional appearance and maintain a safe work environment, ROERS may include restrictions on visible piercings and tattoos. In addition, no clothing with suggestive, profane, or offensive material is appropriate.~~

~~Personal hygiene standards would include: clean and groomed hair, hair length not pose a safety hazard, personal body odor shall not be offensive to others (including cologne and perfume), facial hair as it interferes with the proper use of personal protective equipment.~~

~~———— Any employee who does not comply with the standards of this policy will be required to take corrective action, which may necessitate leaving the premises and/or work site. Any work time missed for this reason will not be compensated. Repeated violation of this policy will be cause for disciplinary action.~~

**G. Company Apparel Program**

It shall be ROERS company policy to establish and implement an employee apparel program. If an employee is interested in purchasing ROERS apparel, the Company will pay a proportionate amount of the cost to the extent of 50%. The employee will be responsible to pay their portion of the cost at the time an order is placed. Detailed information regarding this practice can be found under separate cover in the Human Resources or Marketing offices. Some employees may be required to wear company uniforms or apparel as they are engaged with the public.

**H. Phone, Computer, Email, and Internet Use – Standards of Conduct**

This policy governs access and use of the Company’s computer, computer communication, Internet, intranet, e-mail, voice mail, facsimile, cell phone, and other communication devices (referred to throughout this policy as “Company Electronic Devices”), and all similar employee personal electronic devices, (referred to throughout this policy as “Personal Electronic Devices”). This policy applies to all Company employees and non-employees (including customers, vendors, business partners, and their employees and applicants) who use or may use either a Company or Personal Electronic Device for business purposes.

The Company reserves the right to restrict or revoke employee or non-employee access to all Company Electronic Devices at any time or Personal Electronic Devices

during work time. If the use of personal devices during work time interferes with performance, safety, etc., ROERS reserves the right to ban personal devices during work time. Violation of this Policy will result in discipline up to and including termination, as well as possible civil and/or criminal prosecution. In the case of a non-employee, violation of this Policy will result in cancellation of the applicable business relationship or contract, as well as possible civil and/or criminal prosecution.

1. Use, Restrictions, Monitoring, and Access of Company and Personal Electronic Devices.

Company Electronic Devices may only be used for lawful, authorized work-related purposes. Personal Electronic Devices may only be used during work hours for lawful authorized work-related purposes.

The Company restricts, and will monitor Company and/or Personal Electronic Devices used for business purposes or during working time for reasons including, but not limited to: ensuring that the electronic and telephonic systems are being used in compliance with this Policy; monitoring performance, productivity, customer service, and compliance with Company policies; and investigating conduct or behavior which may be unlawful, inconsistent with an approved business purpose, may adversely affect the Company, or may jeopardize the welfare of employees, vendors, customers, business partners, or third parties.

The Company retains the right to monitor, access, retrieve, and disclose the content of personal communications sent or received on all Company Electronic Devices or Personal Electronic Devices used for business purposes or during work hours, even if it is from a personal account, password-protected, and/or designated confidential, private, and/or privileged, for the above-stated business purposes. By using Company or Personal Electronic Devices during work time, the user acknowledges that the systems, communications, and/or data contained on such systems, are Company property and are to be used for authorized business purposes only (except for appropriate personal use during non-work time). The employee consents to monitoring, access, retrieval, and disclosure by the Company, and acknowledges the Company's right to monitor and access Company and/or Personal Electronic Devices.

Employees may not use Company or Personal Electronic Devices while driving except as expressly set forth in the Policy on Use of Wireless Communication While Driving section of this Handbook.

2. Additional Guidelines for Company Electronic Devices.

The following additional guidelines should be observed regarding use of all Company Electronic Devices outside of the office (i.e. cell phones, laptops, iPads, smart phones, tablets, etc.):

- The device is to be used only by the employee and only for business purposes.

- Personal communications should be the exception and the duration of such usage must be limited.
- Hourly (Nonexempt) employees are prohibited from using Company Electronic Devices outside of the normal work day, unless they receive advanced permission from their direct supervisor. All non-exempt employees must keep track of all work time spent using a Company Electronic Device by filling out a time sheet.

### 3. Social Media.

The Company prohibits employee use of social media during working hours, except for employees who are authorized to engage in social media use on behalf of or for the Company. When engaging in social networking, blogging or otherwise posting any information on the internet, during or outside of working hours, employees must abide by the Code of Conduct for Electronic Communications as well as all other workplace rules in this Handbook for all conduct that may be directly or indirectly attributed to the Company. This policy is not intended to prohibit protected activity under state or federal law (see Section II.F. above).

### 4. Use of Company Email Systems.

The Company's email system is intended to be used principally for authorized business purposes. Occasional employee use of the email system for personal and non-business purposes is permitted, provided that such use is limited to non-working time, does not interfere with other employees' work, does not create a risk of harm to the Company's computer systems (i.e., risks of viruses, malware and the like), and otherwise complies with the Company's Code of Conduct for electronic communications. The Company reserves the right to monitor all employee email communications on the Company's email system for purposes of compliance with these requirements, and employees should be aware they have no right to privacy in those communications.

### 5. Code of Conduct for Electronic Communications.

The Company strictly prohibits the use of Company and/or Personal Electronic Devices to access, create, distribute, store, solicit communications, or store data that:

- is objectively hostile, foul, defamatory, pornographic, intimidating, threatening, or similarly inappropriate;
- threatens, harasses, or disparages others based upon any characteristic or activity protected under federal, state, or local law;
- constitutes or relates to unwelcome sexual advances, requests for sexual favors, sexual flirtation, or other conduct of a sexual nature;
- discloses confidential, trade secret, or proprietary information, including protected health information which is not otherwise available to persons or firms outside ROERS, concerning the Company or its customers, vendors

- or business partners to any third party, except as required for performance of the employee's official duties in the course of his/her employment;
- solicits, advocates, or responds to solicitation or advocacy which is not directly associated with Company business during working time;
- may restrict system bandwidth or lines available or reduce business availability;
- is beyond the scope of his/her authorization or that misappropriates or misuses Company information;
- states a position on the Company's behalf or otherwise communicates on behalf of the Company without prior written Company authorization;
- links any blog, web page, or website to the website of the Company without prior written approval from the Marketing Department; or
- installs, transfers, or downloads outside electronic data, programs, or components onto Company's media systems, or from Company's media systems onto an employee's personal media systems without the express written approval of the Marketing Department.

Usage in violation of these provisions or any other Company workplace rule constitutes unauthorized usage. Any employee who accesses Company information which is beyond the scope of his/her authorization or who misappropriates or misuses Company information will be deemed to have engaged in unauthorized use.

#### **I. Notice/Policy on Privacy in Connection with Employment**

The Employer reserves the right to investigate and to interview employees in the course of implementing and enforcing the policies of the Company, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees' persons, vehicles, work stations and locations, furniture, clothing, purses, briefcases, luggage, lockers, toolboxes, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, personal digital assistant, Internet and telephone communications – including those which are conducted using a personal account and/or are password-protected – and databases, and any and all other articles or information within their possession or control while employees are on duty, on Company or customer, vendor or business partner property or while operating or being transported in a commercial motor vehicle or any other vehicle used, at that or any other time, in the service of the Company and to conduct lawful audio and video surveillance of employees. ROERS may, in its sole discretion, take into custody or retrieve forensically any items or information which it deems to represent possible evidence of a violation of its policies or local, state or federal law. An employee's interference, non-cooperation or refusal to submit to such investigations, interviews, searches and seizures, forensic retrievals, or to required tests, may lead to disciplinary action up to and including discharge. ROERS employees should have no expectation of privacy while performing duties for ROERS, while on Company, customer, vendor or business partner premises (including parking lots), on project or work sites, or while in an Company vehicle or personal vehicle used in the service of the Company.

## **J. Personnel Information**

ROERS maintains a personnel file on each employee containing relevant employment records. The personnel file includes such information as the employee's job application, records of any training, documentation of performance appraisals, absence, discipline, wage and salary history and related information.

Personnel files are the property of ROERS, and access to the information they contain is monitored. Only supervisors and management personnel of ROERS (within each entity), and third parties authorized by the Company or the employee who ROERS deems to have a legitimate reason to review information in a file, are allowed to do so.

Employees who wish to review their own file should contact the Human Resources Representative. With reasonable advance written notice, employees may review their own personnel files in ROERS offices in the presence of an individual appointed by ROERS to maintain the files. Employees may also disagree with any items to be included in their file and submit their own statement to the file if the dispute cannot be resolved. Applicable law and statutory remedies, as well as Company policy, protect employees' access and contest rights. No employee access to personnel files other than that specified in this policy is permitted.

## **K. Personnel Data Changes**

It is the responsibility of each employee to promptly notify ROERS of any changes in personnel data. Personal mailing addresses, telephone numbers, marital status, number of dependents, individuals to be contacted in the event of any emergency, and other such information should be accurate and current at all times.

## **L. Employee Reference Checks**

All third party reference checks or other inquiries (whether written or verbal) regarding current or former ROERS employees must be referred to the Human Resources Representative or his/her designee. All other employees are prohibited from giving out any employee-related reference or employment confirmation information of any other employees to any third party. Generally, the only reference information that will be provided by ROERS is the employee's dates of employment, pay history and job description and duties.

## **M. Employee Parking and Site Access**

Employees should only park in areas designated for employees' use at ROERS locations and work sites. No employee is permitted to park in an area that would hinder access to any Company, customer, vendor or business partner facility, or to a project or work site. ROERS recommends that employees lock their vehicle and avoid leaving valuables where they may be seen, since ROERS cannot be responsible for loss, damage or theft of personal property or vehicles.

All employees shall enter and leave the office or a project or work site through designated entrances. Former employees and employees who are on any type of leave are not permitted on Company premises, except with prior notice to the Employer and by appointment.

## **N. Company Vehicles**

It is the policy of the Company that no Company vehicle will be used for personal business and no personal vehicle for Company business, except when prior approval is given by the employee's supervisor and, in the case of personal vehicles, the owner. In addition, employees may not transport non-employee passengers, pets or personal cargo in Company vehicles without appropriate approval. When a company vehicle is provided, mileage logs are required on a quarterly basis. Personal use of a company vehicle is considered taxable income by the IRS. Employees will be responsible for paying taxes for the personal use of a company vehicle. This calculation will be done at least annually.

If a Company vehicle breaks down, do not leave it abandoned on a highway or street. It is the employee's responsibility to secure it and to have it towed to a safe place.

Employees must check Company vehicles and equipment before use for fluid levels and leaks, tire and belt condition and other potential safety or maintenance items. Turn in any expense receipts for service to a direct supervisor for reimbursement.

Drivers of motor vehicles must observe all speed limits and traffic safety rules. While driving, employees must always have in their possession their current valid driver's license with proper endorsements. For insurance reasons, employees who have received a DWI, DUI, unsafe driving and/or moving violation, whether on or off duty, must inform the Company of such violations and will be prohibited from operating Company owned or leased vehicles, or personal vehicles used for Company business, unless authorized by the Company's President. Employees receiving parking violations in Company vehicles or personal vehicles used for Company business must also inform their supervisors immediately. Any violation will be paid by the driver of the vehicle, unless management determines that it was not the fault of the driver.

**IN CASE OF AN ACCIDENT:** In general, employees must give the other driver or law enforcement authority their name, their driver's license number and insurance information. Call a police agency immediately if required. The driver of the Company vehicle or personal vehicles used for Company business, must report the other driver's information at the earliest possible time to the Company office. The information the driver should obtain from the other driver includes:

- Name of the other driver;
- Driver's license number of the other driver;
- The license plate number of the other vehicle; and
- The other driver's insurance company and policy number.

If a police report is made, obtain the police report or case number and notify the Company office of this information also.

When asked a specific factual question by the other driver or police, the employee should give a specific factual answer, if known, but should not speculate or volunteer information other than that contained in the list above, especially about who or what is responsible or at fault for the accident. The Company driver and passengers should be courteous, but should not make any statement regarding the cause of the accident, or anyone's culpability or fault. If an employee receives a ticket for causing the accident, he/she should accept it politely, but should not pay any fines and/or sign any waiver of contest of the violation. Employees must remember that a ticket is not a final determination of fault for the accident. Fault will be determined at a later time.

#### **O. Policy on Use of Wireless Communication Device While Driving**

Employees are prohibited from operating a ROERS or personal cellular telephone, pager, or other ROERS or employee wireless communication device including, but not limited to a cell phone, while driving a Company vehicle or a personal vehicle for Company business. All wireless communication devices must be turned off or switched to silent mode while employees are driving. If communication is necessary before arrival at a destination, employees are required to pull over to a safe location and park before using his or her wireless communication device. Alternatively, legal hands-free technology that has been preapproved by ROERS may be utilized while operating a Company vehicle or personal vehicle for Company business. Employees charged with traffic violations involving the use of a wireless communication device will be solely responsible for any liability that results from such actions.

#### **P. Tool Acquisition Program**

It shall be ROERS Company policy to acknowledge and support a tool acquisition program to enable employees to acquire and/or purchase tools required to perform certain job functions for the Company. ROERS, upon review and approval of an employee's request to purchase a particular tool, shall reimburse the employee. In no event shall the Company's reimbursement ever exceed 50% of the item's cost. Any reimbursement request made by an employee shall be considered in regard to the type of tool, the cost and the need to perform the job duties. Personal hand tools are the responsibility of an employee.

#### **Q. Business Gifts**

Occasionally, it may be appropriate to express appreciation to customers by means of a token gift. Examples of token gifts are tickets to athletic or entertainment events, gift packages or beverages, or other items with cash value under twenty five (\$25.00) dollars. However, the Company does not make a practice of giving gifts to customers and discourages officers and employees from regularly accepting gifts from individuals or firms who do business with us. Regular gifting and gifting of higher value may suggest bribery rather than appreciation and could reflect badly on the image of the Company as well as the individual involved. Gifts with a value over \$25 must have supervisor approval. ROERS prefers that employees dine with their customer or attend an event with them (this not only shows appreciation but builds lasting relationships).

Discretion is the key word. Employees must avoid any situation which could be interpreted as seeking or receiving undue influence or bribery.

## **R. Testing/Examinations/Background Checks**

### **1. Medical Examinations**

Pre-employment examinations may be conducted after the Company has extended a conditional offer of employment to an applicant. Employment, return to work, and new job assignments are conditional on receipt of a satisfactory doctor's report when an examination is required, even if the employee has provisionally begun work prior to receipt of all such information. Any such procedures will be designed and administered in conformance with applicable law, and at Company expense when the law so provides.

### **2. Skills Assessments/Testing**

If ROERS determines that assessments, examinations, or testing procedures may contribute positively to the determination of an applicant's or employee's qualifications, or for evaluation of eligibility for return to work, promotion, or transfer to new positions, employees or applicants for employment will be asked to agree to submit to such assessments, examinations, or testing procedures. Any such procedures will be designed and administered in conformance with applicable law, and at Employer expense when the law so provides.

### **3. Background Checks**

As part of its hiring process, and for investigative purposes for current employees, ROERS may request information regarding an applicant's or employee's criminal background, and as part of that process, may conduct background checks on applicants or employees. ROERS will only inquire into or require disclosure of any such applicant's criminal history information after the applicant has been selected for conditional offer of employment and that offer is made to the applicant. In its review of an applicant's or employee's criminal history, ROERS will consider the nature and timing of the criminal history in relationship to the job sought by the applicant or held or sought by the employee.

## **S. Confidentiality**

The nature of ROERS business is highly competitive. Confidential, trade secret or proprietary information ("Confidential Information") includes but is not limited to discussions, documents, notes, memoranda and data (including but not limited to: audio and video tapes and electronic or computer data stored on hard drives, flash drives, disks or otherwise) regarding proposals, estimates, pricing, bidding, marketing, customers, prospective customers and projects, Company services or products, research, development, protected health information, personnel (other than the employee's own information) and financial information, which employees prepare, compile, have access



to, obtain in any manner, or receive at any time during the course of their employment which is not available to persons or firms outside ROERS.

Employees shall not access, misappropriate, use, disseminate, post or disclose Confidential Information to any third party except as required for performance of the employee's official duties in the course of employment, without the prior written authorization of a Company officer except as provided in the final paragraph of this Section.

When employment with ROERS ends, employees must return all Confidential Information and all other Company property, documents, materials, tools or equipment issued by the Company during employment, including all copies and information storage versions, except for employees' own copy of this Handbook (subject to the non-disclosure restriction in the prior paragraph) and the exception noted in the final paragraph of this Section. Employees' obligation to maintain the confidentiality of such information and not to misappropriate, disclose, use, remove or retain it continues, both during and after employment with ROERS, without time limitation and such actions may result in possible civil and /or criminal prosecution, as well as discipline, except as provided in the following paragraph.

Nothing in this Section, or elsewhere in this Handbook, is intended to discourage an employee from discussing his/her own terms and conditions of employment, or the terms and conditions of other employees who freely share such information with other employees, or with third parties who are not competitors of Employer, or from engaging in concerted activity with such employees or third parties

#### **T. Employment of Relatives**

Employment of relatives by an organization may cause serious conflicts and problems with favoritism and employee morale and can also result in personal conflicts from outside the work environment being carried into day-to-day working relationships. For the purposes of this policy, a relative is defined to include parents, grandparents, children, brothers, sisters, brothers- and sisters-in-law, fathers- and mothers-in-law, stepparents, stepsiblings, stepchildren, and spouses.

It is the Company's policy that relatives, or those dating or involved in a close personal relationship with persons currently employed by the organization, may be hired only if these persons will not be in a reporting relationship with each other, and will not have the ability to affect the other's terms and conditions of employment. Once employed, affected employees will not be transferred or promoted into such a reporting chain relationship. If employees become relatives, spouses, or develop a dating or other close personal relationship after employment, the Company will implement any appropriate transfer or separation decision which may be necessary after consulting with the affected employees. In cases where a conflict or the potential for conflict arises, one or both of the parties may be separated by reassignment or dismissed from employment if appropriate reassignments are unavailable or declined.

## **U. Light/Restricted Duty Policy**

The Company will offer available light/restricted duty positions, to those who cannot perform the essential duties of their usual position (or position applied for), in the following order of priority: (1) to current regular employees of ROERS who have been injured in the course of employment and are entitled to benefits under workers' compensation law; (2) other current regular employees of ROERS who have suffered non-work related injuries or illnesses; and (3) non-employee applicants for employment and introductory employees. Employees and non-employee applicants must provide satisfactory information from their physician, subject to the Employer's confirmation, so that ROERS can appropriately place them in light/restricted duty positions if available. Some restrictions may prevent any placement in a light/restricted duty position at ROERS, even though those restrictions may permit employment with another employer. Light/restricted duty positions will be limited in number, classification, location and duration. ROERS will not create additional positions when, in its sole judgment, such additional positions are unwarranted or uneconomic. In all cases, the essential duties of that position must be performed by the employee or the light/restricted duty placement will be denied. Light/restricted duty positions will generally be limited to a period of twelve (12) weeks. If an employee assigned light duty is unable to resume his/her "regular" work duties, or duties of the position for which the employee applied, by the end of the twelve (12) week period, he/she may contact the Human Resources Department to discuss his/her inability to do so and to seek a possible extension of light duty, or a leave of absence. If an employee who is subject to medical restrictions is able to perform all the essential duties of his or her regular full-time position within those restrictions, that individual's employment status is "regular" and not that of a light/restricted duty position employee.

## **V. Medical Information (HIPAA)**

ROERS is committed to protecting and safeguarding against the improper disclosure of employee medical information. The Company's EEO Officer is designated as ROERS Medical Information Officer. In this capacity, the Medical Information Officer is responsible to ensure that the Company maintains safeguards against the improper disclosures of an employee's medical information. For all non-routine disclosures of an individual employee's medical information, ROERS will provide notice to the affected employee and obtain his/her consent before disclosure is made. The Company will document all disclosures of an employee's medical information. Employees are instructed to direct any questions or complaints regarding medical information or ROERS policies or procedures concerning medical information to the Medical Information Officer. Further, any employee may bring a complaint, ask a question or raise a concern regarding medical information without concern over adverse employment action.

## **W. Infectious Illnesses**

Employees must refrain from reporting to work when they suffer from symptoms of an infectious illness. Infectious illness refers to all types of illnesses or communicable diseases that are contagious and may be contracted by others through routine daily interactions, but does not apply to non-contagious illnesses.

Employees exhibiting symptoms of a contagious illness may be sent home from work and may be required to obtain medical attention to diagnose any such illness. Short-term absences associated with this policy will be excused provided the employee provides the Employer with a note from a qualified medical provider confirming illness and/or treatment.

As with any illness, employees may be required to provide a return to duty fitness exam before returning to work after: (a) being diagnosed with an infectious illness, or (b) being quarantined in connection with any such illness. Employees, who are permitted to return from work, but who may still be contagious under CDC guidelines, may be asked to observe precautions such as wearing a mask, gloves or other protective gear. The Employer will limit all information on an employee's infectious illness to those with a need to know such information on the employee's or Employer's behalf.

## EMPLOYEE BENEFITS

### A. Insurance and Pre-Funded Benefits

#### 1. Medical Insurance, Dental Insurance, Short-Term Group Disability Insurance, Life Insurance

ROERS currently offers the following benefits:

- Group health insurance
- Dental insurance
- Vision insurance
- Short-term group disability insurance
- Life Insurance
- Dependent Care and Healthcare Flexible Spending Accounts
- 401(k)

These benefits are subject to the terms, conditions and limitations of Company policies and plan documents, to all full-time, regular employees, upon the employee's application and acceptance after a qualifying or waiting period. Please contact the Human Resources Representative for the Plan Description, which describes eligibility conditions and coverage limitations. Coverage is not automatic. Once eligibility conditions are met, Employees must apply for and be accepted for coverage prior to incurring any costs under the Plan, since no coverage is available prior to acceptance. Since the cost and characteristics of insurance benefits change periodically, coverage and the portion of premium coverage paid by the Employer and Employee are subject to change. In all cases, the benefit plan documents, not this handbook, control all terms and conditions of the benefits provided by ROERS.

#### 2. Social Security, Unemployment Compensation, And Workers' Compensation Insurance Benefits

ROERS covers the full cost of unemployment compensation insurance benefits and workers' compensation insurance benefits for employees and covers a portion of the cost of social security retirement and disability benefits.

ROERS unemployment compensation insurance benefits program provides benefits, after a waiting period, if employees are laid off or terminated through no fault of their own. These benefits replace a portion of employees' earnings up to a legal maximum for a certain period of time, depending on the overall unemployment rate, until employees find new employment.

Social Security benefits, partly paid for by ROERS and partly by the employee, are available, subject to eligibility conditions and limitations, for the employee's retirement and for disability resulting in inability to work.

ROERS workers' compensation insurance program covers injuries or illnesses sustained in the course of employment which require medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance under this program provides partial earnings replacement benefits after a short waiting period, or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that the injury be reported immediately. This may enable an eligible employee to qualify for coverage as quickly as possible and is required for ROERS records and reporting requirements. Delay or failure to report an injury may jeopardize an employee's eligibility for workers' compensation benefits, and may result in disciplinary action including termination.

Neither ROERS nor its insurance carrier will be liable for the payment of workers' compensation benefits for non-work related injuries or illnesses. Filing a claim for workers' compensation benefits for a non-occupational injury or illness or providing false information to ROERS or other involved parties in connection with a workers' compensation, unemployment compensation, disability, or any other claim, will result in denial of benefits and civil and/or criminal prosecution, as well as termination. Employees should not submit false, frivolous or meritless claims, or provide false information of any kind to the Company.

### **3. Extension of Health and Life Insurance Coverage (COBRA)**

Employees and their dependents covered under ROERS group insurance benefit Plans may be eligible to elect to continue their coverage upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Human Resources Representative of changes, within certain timeframes, in status which could result in a change in eligibility for benefits. The Human Resources Representative, after such notice, will provide information on the employee's or the dependent's right to continuation of coverage and the cost of such coverage. Eligible employees/dependents must apply and timely pay premiums to obtain and continue COBRA coverage. Employees with questions about continuation of coverage should contact the Human Resources Representative.

### **4. Training and Educational Reimbursement**

The direct cost of pre-approved employee training and/or educational programs applicable to employment may be wholly or partially reimbursed by ROERS under certain conditions, at the sole and absolute discretion of ROERS. Employees should submit proposals for such training or educational programs to the Human Resources Department prior to making any commitment to the program.

## **B. PTO/Holidays**

This PTO is designed to be for rest and recreation. ROERS grants paid time off (PTO) to full-time employees. Commissioned salespeople, temporary and part time employees and independent contractors do not qualify for PTO.

Employees begin to accrue PTO immediately and are able to use PTO once their 90-day introduction period is complete and are not allowed to use any time that has not yet accrued unless approved by management.

It shall be ROERS company policy that PTO accruals will be as follows:

### Exempt employees, office hourly and maintenance hourly employees

Seven (7) days of PTO first year of employment with ROERS;

Twelve (12) days of PTO for one (1) year or more of continuous full time employment with ROERS;

Seventeen (17) days of PTO for (10) years or more of continuous full time employment with ROERS;

Twenty-two (22) days of PTO for (15) years or more of continuous full time employment with ROERS.

### Construction Field Labor Hourly Employees:

Five (5) days of PTO to any hourly employee upon employment with ROERS;

Ten (10) days of PTO to any hourly employee having five (5) years or more of continuous full time employment with ROERS;

An employee with unused PTO in excess of twenty (20) days or one hundred sixty (160) hours shall cease to earn any additional time until the unused time is utilized consistent with this policy.

### PTO Administration

PTO requests must be approved by the employee's supervisor prior to the time off.

PTO shall generally be approved on a first come first approved basis; however, ROERS reserves the right to approve or disapprove any PTO request at its sole and absolute discretion. PTO requests approved by the employee's supervisor must be submitted to Human Resources for payroll processing prior to the scheduled time off.

Employees must schedule PTO of three or more days in duration with their supervisor at least two weeks in advance of the starting date of the time off, except in emergency situations. ROERS retains the right to approve or deny any PTO request at its sole and absolute discretion.

PTO is a time off benefit and we encourage our employees to take time away from work to enjoy personal interests and/or time with family.

PTO can be converted to a payout only with supervisor approval. Employee must have more than ½ of the maximum accrual as a balance (greater than 80 hours) and must be paid out in minimum increments of 40 hours. PTO hours paid out rather than taken as time off will be paid a 75% of full value.

- PTO does not accrue during the extended periods of time away from work listed below:

- Short Term Disability
- Workers' Compensation Leave
- Unpaid Personal Leave
- Military Leave
- Layoff
- Family and Medical Leave

### **PTO Use Will Run Concurrently With Unpaid Leave Time**

Available PTO must be used first in all leave situations, including Family Medical Leave Act (FMLA) leave and other personal leave. Once PTO hours are exhausted, unpaid leave may be granted only for unavoidable absences, such as those covered by FMLA or other legally mandated leaves.

Employees will be permitted, but not required, to donate available PTO hours to other employees who are off work due approved leave. All requests to donate PTO hours must be submitted in writing to the Human Resources Department. Donated hours are NOT convertible to cash payments by recipient under any circumstances.

### **PTO At End of Employment**

Employees with ROERS less than 1 year and leave voluntarily will receive payment for unused accrued PTO as long as they provide ROERS with at least a 5 day notice of intent to end employment. If proper notice is not received (written or verbal), unused accrued PTO payment will not be issued.

Employees with ROERS less than 1 year and leave involuntarily, will receive payment for unused accrued PTO.

Employees with ROERS more than 1 year and separates from employment (voluntary or un-voluntary) with will receive payment for unused accrued PTO.

### **Effect of PTO Policy Violations and Other Disciplinary Violations**

Violations of notice, scheduling, approval, documentation and other provisions of this PTO policy, including supplying inaccurate information in connection with use of PTO, and other serious violations of Company policies, will result in disciplinary action and may result in ineligibility for PTO grants.

## **Holiday Pay and Company Holiday Policy**

ROERS observed Company Holidays:

8 paid holidays - New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and a Management designated floating holiday.

ROERS will be closed for regular business on all Company observed Holidays.

Eligibility:

This policy applies to regular full-time office employees and exempt (salaried) employees of ROERS working 30 or more hours per week with the exception of the following employee classifications that are not eligible:

- a. Commissioned personnel
- b. Independent contractors
- c. Seasonal, temporary and part-time employees
- d. ~~RCC field hourly employees~~

Holiday pay will be paid, based on base pay for an eight (8) hour day, to eligible employees:

*\*Regular hourly office full-time employees will be paid at straight time for recognized Company holidays.*

*\*Exempt employees continue to receive their regular salary for recognized Company holidays.*

*\*ROERS, at times, may require an exempt employee to work on observed holidays in order to meet business needs. ROERS will then work with an employee to have alternate time off.*

To receive holiday pay, an employee must work all scheduled work days for the week before and after the holiday except for pre-approved absences.

Other paid or unpaid holidays may be announced at ROERS sole discretion. A designated holiday falling on a Saturday will generally be observed on the preceding Friday, and a designated holiday falling on a Sunday will generally be observed on the following Monday.

Holiday pay will not be paid in addition to PTO pay or any other authorized leave of absence pay for the same day. However, if a holiday should fall within an approved PTO week, the employee will be recorded as having used four (4) PTO days, instead of five (5), etc.

If an employee desires time off to observe a holiday not listed above, such time off may be granted without pay or as a PTO day, subject to business requirements. Employees should submit such requests to their supervisor at least two weeks in advance of the



requested day off. ROERS retains the right to grant or deny such requests at its sole and absolute discretion, although the Employer will attempt to accommodate them.

Holiday within a Period of Illness:

If a holiday falls during a period of short-term-disability the employee does not receive holiday pay -- the time is charged to short-term-disability and is paid at the applicable rate.

Holiday within an Unpaid or FMLA Leave:

An employee on unpaid Family and Medical Leave during the occurrence of a Company recognized holiday will not receive holiday pay. If a holiday falls during an employee's intermittent Family and Medical Leave, the employee will receive holiday pay only if he/she is scheduled to work on the holiday.

### **Summer Hours Pay and Holiday Company Policy**

#### **Summer Hours –**

Summer hours will start for ROERS office exempt and non-exempt employees the 1<sup>st</sup> Monday in May. We will have summer hours through the last week in September. Email reminders will be sent out via HR each year with concrete dates.

Summer hours will be Monday through Thursday 7 AM – 5 PM, Friday 7 AM – 12 PM for salaried employees.

Summer hours will be Monday through Thursday 7 AM – 5 PM, Friday 7 AM – 11 AM for hourly employees.

*\*If you are unable to be here at 7 AM, you must work with your immediate supervisor for accommodation and notify Human Resources of the scheduling.*

#### **Holidays during Summer Hours –**

If you participate in summer hours, holidays that fall on Monday (Memorial Day & Labor Day) will be reflected on hourly employee time cards as being paid for 9 hours. If the 4<sup>th</sup> of July falls on a Saturday it will be observed on a Friday paid out at 8 hours of holiday pay and if it falls on Sunday it will be observed on a Monday paid at 9 hours of holiday pay as well as if it falls during the work week. The half day that will be observed for summer hours will be communicated by HR if applicable.

### **C. Leaves of Absence**

#### **1. Unpaid Leave of Absence**

Leaves of absence will only be granted with prior approval to eligible full time employees. Except where required by law, seasonal, temporary, part-time and introductory workers are not eligible for leaves of absence. ROERS reserves the right to

require satisfactory documentation or substantiation of reasons for employee leaves of absence. Leaves are unpaid in all cases and subject to prior approval and to restrictions.

When the need for the leave is foreseeable, the employee must submit reasonable prior notice to ROERS and, where possible, make a reasonable effort to schedule the leave so as not to unduly disrupt the Company's operations. Employees must use available PTO for any leave under the Company's policies, but such use does not increase the maximum amount of leave available under the policy. Employees may not consecutively "stack" separate types of leave.

Time spent on a leave of absence over 30 days, except legally mandated leave time, will not be counted as time employed in determining an employee's length of employment, nor will benefits be granted, paid or be available during such time except where required by law.

Where possible and in compliance with all state and federal laws, upon timely returning from legally mandated leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and hours at the same rate of pay the employee had been receiving when the leave commenced, together with any general (but not merit) adjustments in that pay rate occurring during the leave.

ROERS will deduct from employee wages, or otherwise seek reimbursement for, any PTO, disability, workers' compensation, insurance or other leave-of-absence-related benefits paid or provided to the employee during any period of leave of absence if the employee made or provided false or inaccurate statements or representations in connection with requesting or taking the leave of absence.

## **2. Short-Term Disability:**

The short-term disability benefit provided by ROERS is a self-funded plan intended to provide income replacement for an employee who is unable to work due to illness, pregnancy, or injury. This benefit will run concurrent with the Family Medical Leave Act (FMLA) when applicable. Short-term disability eligibility does not guarantee a leave of absence. General requirements and procedures are outlined below.

### Eligibility:

A regular employee who has completed the eligibility period and has been certified by a doctor as being medically unable to work due to illness, pregnancy, or injury is eligible. Regular employee is defined as one who is scheduled to work 30 or more hours per week. **Eligibility period is defined as the first of the month following 60 days of employment.** To receive short-term disability benefits, the employee must first complete a 14-day cumulative waiting period beginning on the first day of disability. This benefit is available only to an employee who is eligible for coverage at the time he/she is initially disabled. An employee receiving workers' compensation is ineligible for this benefit.

To be eligible for continued disability benefits, an employee must not engage in outside employment during the period of disability, and is expected to avoid activities that may delay his/her recovery and return to work. During the period of disability, an employee must follow all medical advice, including physical therapy and rehabilitation activities, to ensure a rapid recovery. Short-term disability benefits may be discontinued if an employee does not cooperate with a recommended rehabilitation program.

Benefit Payment:

Short-term disability benefits are calculated weekly and paid at a percent of base earnings. Base earnings are determined by the regular hourly rate of pay or salary being earned immediately preceding the date of disability. If benefits are payable for less than a full week, 1/5<sup>th</sup> of the weekly benefits is paid for each day of disability. Payments are made on regularly scheduled paydays. The benefit is treated as taxable income. Employees may choose to subsidize their short-term disability benefits with earned PTO.

Duration:

Short-term disability benefits continue for the length of disability starting from the first day absent from work, for a maximum total of 12 weeks, which includes the 14-day waiting period. Partial days are not included when calculating the waiting period. An employee who remains off work after a total of 12 weeks of absence is not eligible for any continued disability coverage through ROERS.

Medical Certification:

An employee must provide medical certification of the disability that includes the beginning and expected ending date of the disability. The certification must be submitted to Human Resources within 15 days from the date of the disability. Human Resources will review the certification and make a determination on benefit qualification. Human Resources may request additional information or clarification of medical information in order to determine if the employee is eligible for benefits. Failure to provide any requested information may result in the claim being denied.

ROERS Companies has the right to ask for a second opinion. Should the company choose to do so; ROERS will pay for the employee to get a certification from a second health care provider, which the company will select. ROERS will make the final determination regarding eligibility based on all available information.

Multiple Absences:

In the case of multiple absences, the waiting period is waived for the second absence if it is a result of the same disabling condition as the first absence and is separated by less than 30 days of returning to work.

Return to Work:

Employees must return to work as soon as permitted by his or her health care provider. The employee must submit a work release by his or her healthcare provider to Human Resources upon returning to work. If an employee is released for light duty work and light duty work is available, the employee is expected to perform the offered work in

order to continue to receive benefits. An employee who refuses an offer for light duty work within his/her restrictions will cease to receive short-term disability benefits. His/her employment may also be terminated. An employee whose absence has been designated as FMLA leave is eligible for reinstatement as provided by the FMLA policy.

**Benefits:**

While receiving short-term disability benefits, ROERS will continue to make payroll deductions as normal to collect the employee's share of any premiums.

An employee who fails to follow the requirements as outlined in this disability policy is subject to disciplinary action, which may result in dismissal from his/her employment. Questions regarding this policy should be directed to Human Resources.

**3. Self-Funded Short Term Disability Benefit Structure:**

- Benefit payout is not to be less than \$200 gross per week.

<b>LENGTH OF EMPLOYMENT</b>	<b>PERCENT OF WAGE BENEFIT</b>
60 DAYS – 5 YRS.	45%
MORE THAN 5 YEARS – 10 YRS.	60%
MORE THAN 10 YEARS – 15 YRS.	75%
MORE THAN 15 YEARS	100%

**4. Personal Leave**

A supervisor may approve a personal unpaid leave of absence of up to five (5) calendar days if requested prior to the absence. Leaves of absence for personal reasons of over five (5) calendar days must be approved by a supervisor. The supervisor shall review and act upon a request for leave of absence for personal reasons in consideration of a variety of factors, including:

- a. The purpose for which the leave is requested.
- b. The length of time the employee will be away.
- c. The effect the leave will have on the ability of the department to carry out its responsibilities.
- d. The employee's position, disciplinary good standing, performance, conduct and absence record, and length of service.
- e. Whether or not the employee is eligible for or has requested or utilized other leave in connection with absences.

ROERS retains the right to grant or deny requests for personal unpaid leaves of absence at its sole and absolute discretion. Any employee who is absent without complying with this policy or another leave policy in this Section will be treated as having **VOLUNTARILY** resigned after three (3) days of absence irrespective of whether or not the employee communicates with the Employer about the absence.

## **5. Family and Medical Leave of Absence**

### **a. Eligibility**

Employees are eligible for FMLA leave in the amounts described below if they have worked for ROERS at least twelve months prior to the commencement of the leave and have worked at least one thousand two hundred fifty (1,250) hours during the twelve month period prior to the leave.

### **b. Twelve Week (12) FMLA Availability**

ROERS offers unpaid Family and Medical Leave of Absence (FMLA) leave to eligible employees for the following reasons:

- (i) for the birth, adoption, or foster care placement of a child;
- (ii) for the employee's own "serious health condition", or the "serious health condition" of the employee's spouse, child or parent; and
- (iii) For "exigency" situations involving an employee, or the employee's spouse, child or parent, called to duty as part of the Armed Forces (including National Guard or a branch of the Reserves). Exigencies include various events (i.e. military events, counseling sessions) and arrangements (i.e. alternative child care, financial/legal arrangements) associated with deployment. Human Resources can provide more details on what qualifies for this type of leave.

A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Continuing treatment may be met by: (1) a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider; or (2) one visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions.

c. Twenty-Six (26) Week FMLA Availability

An eligible employee is entitled to twenty-six weeks of leave to care for a covered member of the Armed Services (“Service member”) undergoing medical treatment or therapy for, or for recuperation from, a serious illness or injury incurred in the line of duty. A covered Service member is: (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five year period prior to the first date the eligible employee takes FMLA leave to care for the veteran. If an employee takes leave to care for a covered Service member, he or she is entitled to twenty-six (26) weeks of FMLA leave during one (1) twelve (12) month period, rather than the twelve (12) weeks described above. The twenty-six (26) weeks will be measured forward from the date an employee’s first FMLA leave to care for the covered service member begins. However, the employee will only be entitled to a total of twenty-six (26) weeks for *all* leave taken during that twelve (12) month period (including FMLA leave taken for other reasons).

d. Intermittent Leave

In all of the above cases, except birth, adoption or foster placement of a child, the leave may be taken “intermittently” or on a reduced leave schedule, but only when medically necessary. The employee must provide medical certification in support of a leave due to serious illness, or for “caregiver leave” for the ill or injured Service member. ROERS reserves the right to require a medical certification, recertification or confirmation thereof from a health care provider of ROERS choice and at its expense.

e. Procedure

If the FMLA leave is foreseeable, the employee must notify ROERS at least thirty (30) days prior to the first day of the FMLA leave. If the FMLA leave is not foreseeable, the employee must comply with ROERS normal policies for notifying the company of an absence (See the Absenteeism/Tardiness Section). Employees must provide sufficient information for ROERS to determine if the leave may qualify for FMLA protection and the anticipated start date and return date of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt ROERS operations. ROERS will notify the employee within five (5) business days of a request as to whether the employee is eligible for FMLA and whether the leave will be covered by the FMLA, provided that, in cases where five (5) days’ notification is not possible, ROERS will attempt to designate the leave as FMLA-qualified as soon as reasonably possible under the circumstances and may so designate leave, before or after commencement, even when not requested by the employee when eligibility is not contested.

If the leave is for a “serious health condition” of the employee or one of the employee’s qualifying relatives, ROERS requires a medical certification from a treating doctor indicating that the condition qualifies. These forms are available from Human Resources.

f. Pay and Benefits

FMLA leave is not paid leave by ROERS. If the employee has PTO available, the employee must use the PTO for the FMLA leave and such time will count both as FMLA leave and as PTO. Certain employees may be eligible for short-term disability pay in the event of a serious illness of the employee, but the utilization of paid leave or benefits during FMLA leave shall not extend the FMLA leave beyond the applicable twelve (12) or twenty-six (26) week limits.

Employees do not accrue PTO, or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Employee use of FMLA leave will not result in the loss of any employment benefit that was available prior to the start of an employee's leave.

ROERS will continue to provide group health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave, provided so long as the employee continues to pay for his/her portion of the premium, which will be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from ROERS during the FMLA leave, the employee must pay the premium to ROERS on or before the time it would otherwise be made if by payroll deduction. If the employee does not return to work by the required FMLA return date, the employee will not be eligible for reemployment and will be required to reimburse ROERS for premium payments made during the FMLA leave. The employee may, however, be eligible for COBRA insurance continuation at his or her own cost in that case if back payments are promptly made for any outstanding premiums due for the period of the FMLA leave.

g. Return to Work

Employees returning to work from FMLA leave will normally be restored to the same position held prior to the leave, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Returning employees retain eligibility for any group benefits for which they were eligible prior to the leave, including group health insurance, even if the employee did not pay the employee's portion during the FMLA leave, but ROERS retains the right to recover any unpaid employee portion of group health insurance for the period of the FMLA leave, upon the employee's return to work, by payroll deductions or otherwise.

If the FMLA leave was for the employee's own serious illness, the employee must submit a medical certification to ROERS which states that the employee is able to resume work, and perform all the essential duties of his or her position before the employee may be restored to his/her same position. ROERS will provide a list of essential job functions to the employee's physician at the time the leave was designated, so that the treating physician will be able to give an informed opinion about the employee's return to work and any restrictions.

The legal requirements concerning medical and other leaves are complicated. Employee rights to FMLA leave are legally defined and ROERS will respect them.

Employees who have any questions or concerns about FMLA leave rights or rights under state or federal leave law, should raise them with the Human Resources Representative. Employees may also bring them to the U.S. Department of Labor or to a private attorney. Employees who have any questions about their entitlement to leave should the contact Human Resources Representative for more information.

## **6. Military Leave**

It is ROERS' policy to grant a military leave of absence to eligible employees for training or service in the National Guard, Reserves, or any other of the United States Armed Services. Employees are required to notify their supervisor as soon as they are aware of the need for military leave, including a copy of the orders directing the military duty, unless the employee is prevented from doing so by military necessity.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be made available by ROERS for up to twenty-four (24) months of the military leave of absence. The employee will be responsible for the entire premium payment if he/she performs military service for thirty-one (31) or more days. Military leave is unpaid, but employees may elect to use any available PTO leave for the military leave of absence.

Employees on military leave must timely apply for and report back to work and provide proper documentation in accordance with all applicable state and federal laws in order to be eligible for reemployment. Employees will not be reemployed with ROERS in cases where circumstances make it impossible to do so or create an undue hardship for the Company. Temporary employees who have no reasonable expectation that their job would be available after a period of military service will not be eligible for reinstatement. Employees who receive a dishonorable discharge are not eligible for military leave and will not be rehired by ROERS. Employees who are on a leave of more than five (5) years may not be eligible for reemployment with ROERS. Employees who qualify for reemployment with ROERS will be treated as though they were continuously employed for the purpose of determining seniority for employment and benefit accrual status (where determined by seniority). Employees do not accrue actual PTO, sick leave, or other benefits while on a military leave of absence.

## **7. Bereavement Leave (Policy has been updated. Please contact HR Manager).**

~~Employees will be allowed one day of leave with pay, with up to two additional days of unpaid leave granted in cases in which travel is required, in case of death in the immediate family. Employees should notify their supervisor immediately in the event of such an occurrence.~~

~~ROERS defines "immediate family" for these purposes to mean the employee's spouse, children, mother, father, brother, sister, grandparent, father in law, mother in law and aunt or uncle. For absences to attend the funeral of a relative other than a member of the immediate family, a supervisor's approval will be required and any leave granted will be unpaid.~~



~~ROERS calculates an employee's pay during the period of a bereavement leave based on the employee's base pay rate for eight (8) hours work at the time of the absence.~~

~~An employee who is granted bereavement leave may, with his or her supervisor's approval, also use any available paid leave for additional time off as necessary.~~

## **8. Jury Duty Leave**

ROERS encourages its employees to fulfill their civic responsibilities by serving jury duty when required, but such service is unpaid by the employer.

An employee requesting jury leave must show the jury duty summons to his or her supervisor as soon as possible after he or she receives it, so that the supervisor may make arrangements to accommodate the employee's absence. Of course, the employee is expected to report for work whenever his or her court schedule permits.

Either ROERS or the employee may request an excuse from jury duty if the employee's absence would create serious operational difficulties for ROERS.

## **Employee Referral Program**

### **Purpose:**

The ROERS Companies are currently looking for great people, and you can help. Research has shown, and our own experience supports this, that new employees who come into a company through employee referrals are excellent contributors and stay with the company longer.

This is where you come in! If you know someone who would be a very good employee for any of our open positions and they meet the qualifications for that position, it could be worth **\$500.00** to you if you refer them for employment and they are hired!

Refer qualified candidates to Human Resources using the attached candidate referral form. If your candidate is hired for regular full-time or part-time you will be awarded \$500.00 after they have been employed for 180 continuous days. All referral payments will be made to the referring employee within one week after the new employee meets the employment requirements.

A candidate referred for temporary employment (such as seasonal employment) the employee will be awarded a \$250.00 payment after the candidate has been employed for 90 continuous days. All referral payments for temporary employment will be made to the referring employee within one week after the temporary employee meets the employment requirements. Temporary employees cannot be engaged for a period of longer than 6 months.

## Requirements & Procedures:

As a responsible, ethical corporate citizen, ROERS does not directly recruit or solicit applications from employees of customers, suppliers, vendors, etc. It is okay to respond to inquiries from these individuals when they initiate an interest of employment at ROERS, but it is not our practice to approach or actively recruit applicants from these sources.

1. **Referral Eligibility:** All ROERS employees are eligible, except for those employees at Executive level and higher. Supervisors and Managers are not eligible for referrals that are within their scope of hiring authority.
2. Referral date cannot be earlier than the date the position is posted. The hiring of a new employee must occur within 180 days (six months) of the initial referral date.
3. Temporary, contract and former employees of ROERS who have left ROERS within the last twelve months are not eligible.
4. Only regular full-time and part-time positions and temporary positions are eligible for a referral payment as noted above. Agency and contract positions are not eligible.
5. To be eligible for a referral payment, Human Resources must first receive the candidate's resume and/or employment application along with a completed referral form.
6. The first employee to refer a candidate will be the only referring employee eligible for a referral payment.
7. Only candidates who meet the qualifications for the position will be considered.
8. All candidates will be evaluated for employment consistent with ROERS policies and procedures.
9. All information regarding the hiring decision will remain strictly confidential.
10. The referring employee must be employed by ROERS during the new employees' first 180 days of continuous employment for a regular full-time or part-time position or 90 days for temporary position in order to receive the referral payment. The same applies after the new employee completes one year of continuous employment.
11. Any disputes or interpretations of the program will be handled through Human Resources.
12. All referral payments less applicable income tax withholdings will be paid within one week after the new employee completes the required employment period.
13. ROERS reserve the right to discontinue the Employee Referral Program at any time.

14. Referrals made prior to the program being discontinued will be honored.

**A list of the current open positions is posted on the Company Website at [www.roers.com](http://www.roers.com)**

### **Personal Time Donation:**

ROERS recognizes that employees may have an emergency or a personal crisis that may result in a need for additional time off in excess of their available personal time. To assist with this need all eligible employees are allowed to donate earned personal time from their unused balance to their co-workers in accordance with the policy outlined below. Participation in this program is strictly voluntary.

Employees are eligible to receive donations of earned personal time if they are experiencing catastrophic illnesses or injuries or are caring for immediate family members experiencing catastrophic illnesses or injuries. An illness or injury is considered catastrophic if it poses a threat to life and requires inpatient, hospice, or resident health care. Examples of catastrophic illnesses include heart attacks, cancer, and injuries incurred from serious accidents.

Immediate family members include the employee's spouse, parent, child, brother, or sister, including adoptive relatives, or any other relationship in which the employee is the legal guardian or sole caretaker, but not relatives by marriage (other than the employee's spouse).

Employees are also eligible to receive donations of personal time hours if they are experiencing a personal crisis; a personal crisis is that of a severe nature that directly impacts the employee. This may include the death of a parent, child, or spouse, or a natural disaster impacting the employee's primary residence such as fire or severe storm.

To be eligible to receive donations of personal time, an employee must have:

- experienced a catastrophic loss event or personal crisis as defined in this policy
- been employed for a minimum of one year
- exhausted all earned personal time hours available to him or her; and
- received written consent from his or her Supervisor and Human Resources.

To be eligible to donate personal time, an employee must:

- complete the Personal Time Transfer Form
- have earned personal time hours available to donate; allocated hours that are unearned are not eligible to be donated
- not donate more than 40 hours or no more than 50% of their current, earned

balance (employees will not be permitted to exhaust their balances through donation due to the fact that they may experience their own personal need for time off)

- receive written consent from his or her Supervisor and Human Resources

Donated personal time will be given to employees meeting the criteria based on need, which will be determined through communications with their Supervisor and Human Resources; any personal time donated that is not needed for the catastrophic event or personal crisis will be returned to donors.

Donated personal time is intended to supplement unpaid leave, donated personal time cannot be used to supplement paid leave.

Employees currently on approved leave of absence such as FMLA, workers compensation, or short term disability cannot donate personal time.

Requests for donations of personal time will not be made publicly by ROERS, nor will company communication resources be used as an avenue to solicit donations; requests would come solely as a result of interpersonal communication amongst employees and only on a voluntary basis.

Employees who would like to make a request to donate personal time are required to complete a Donation of Personal Time Request Form. All forms should be submitted to the Human Resources Manager.

Requests for donations of personal time must be approved by Human Resources, the donating employee's immediate Supervisor and the receiving employee's immediate Supervisor.

#### **D. Benefits in General**

The Company may, on occasion, and at its sole and absolute discretion, add to, discontinue or modify any Company benefit program, as well as the relative Employer and employee allocation of the costs of such programs, without prior notice.

Revision Date: FEBRUARY 1, 2017