



FIRST PACIFIC GROUP, INC.



First Pacific Group, Inc

Employee Handbook

May 2025

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome aboard! We wish you every success here.

We believe that each employee contributes directly to the growth and success of our company, and we hope you will take pride in being a member of our team.

“Our mission is to be the market leader in apartment management by always striving to exceed the expectations of our residents, fellow employees and shareholders.”

This handbook was developed to describe the expectations we have for our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, upon hire. It will answer many questions about your employment.

We hope that your experience here will be challenging, enjoyable, and rewarding. We welcome your questions and encourage innovative ideas, comments and suggestions from employees. Please feel free to share these with your immediate supervisor or directly from our employee resource page. We also conduct an anonymous Annual Survey, typically in the Spring, in which we gather information to help us improve First Pacific. We value your input and hope you will share your suggestions on how we can make First Pacific even better. Again, welcome!

All the best,

Sean Olson, President
First Pacific Group, Inc

1.2 Important Definitions

In addition to this main Employee Handbook, please refer to the applicable state supplement which describes various company policies, procedures, and employee benefits which are specific to that particular state.

To allow First Pacific Group to focus on the mission of the organization we partner with Tandem/Vensure HR a “Professional Employer Organization” (PEO) to provide comprehensive and integrated human resources services including, but not limited to, employment compliance, payroll, and benefits administration.

First Pacific Group partners with Tandem/Vensure HR as a “co-employer.” First Pacific Group is the primary employer in the day-to-day direction of duties and makes decisions regarding employment status. Tandem/Vensure HR is the W-2 employer-of-record because they file and report organization and employee employment taxes and will complete employment verifications. Tandem/Vensure HR employees are available to assist you with employment, payroll and benefit questions.

The term Organization or First Pacific Group as used throughout this handbook, refers exclusively to your worksite employer, who is primarily responsible for directing your day-to-day duties. The terms “we,” “us,” and “our” refer to First Pacific Group and not Tandem/Vensure HR, unless otherwise stated. Where this handbook refers to current benefit plans maintained by First Pacific Group and/or Tandem/Vensure HR, refer to the actual plan documents and summary plan descriptions if you have specific questions regarding

the benefit plans. Those documents are controlling. Tandem/Vensure HR is not bound by the terms of any contract between employees and First Pacific Group unless it is executed by the PEO.

For more information about Tandem/Vensure HR, please refer to their official website [here](#) or login to your PeopleHub Employee Portal [here](#).

1.3 At-Will Employment

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

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

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

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

This policy may not be appropriate in its entirety for employees working in Montana.

2.0 Introductory Language and Policies

2.1 Mission Statement

Our mission is to be the market leader in apartment management by always striving to exceed the expectations of our residents, fellow employees and shareholders.

2.2 Ethics Code

To create a more enjoyable and rewarding workplace, we all need to treat each other with dignity and respect. This means managers and employees must seek to resolve any differences that may arise quickly and fairly, and to act fairly in all employment-related matters.

Within this context, every manager has a responsibility to assign work, determine performance standards, direct staff, and control department activities. This includes determining when, where and by whom work shall be performed, as well as determining the means, methods and schedules of operation.

Along the same lines, each employee has a responsibility to finish their assigned tasks, follow established performance standards, and comply with the means, methods and schedules of operation determined by management.

It is the policy of the Company to maintain the highest ethical standards in the conduct of Company affairs and its relationship with employees, customers, tenants, vendors, and the communities in which we operate. It is the policy of the Company to treat everyone with dignity and respect. As an employee of the Company you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that in both your business and personal life, you refrain from any behavior that might be harmful to you, your co-workers, or the Company, or that might be viewed unfavorably by current or potential customers, residents, or by the public at large. Avoid any actions which might result in or be reasonably expected to create an appearance of

using your position for private gain or giving preferential treatment to any person or entity. Whether you are working or not, your conduct reflects on the Company. You are encouraged to observe the highest standards of professionalism at all times.

It is important that you use good judgment in the performance of your duties and responsibilities. When situations occur where the proper course of action is unclear, request advice from your manager, or any other member of management. The reputation and good name of the Company depends entirely upon the honesty and integrity of each employee.

All employees must conform to high ethical and legal standards and preserve the Company's integrity and reputation both on and off Company premises. Failure to adhere to this policy may result in disciplinary action, up to and including termination of employment.

2.3 Revisions to Handbook

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

3.0 Hiring and Orientation Policies

3.1 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with First Pacific Group, Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the at-will employment relationship.

3.2 Disability Accommodation

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

If you require an accommodation because of your disability, it is your responsibility to notify your manager. You may be asked to include relevant information such as:

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

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

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

Where state or local law provides greater protections to employees than federal law, the Company will apply the law that provides the greatest benefit to employees.

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

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

3.3 Religious Accommodation

First Pacific Group, Inc recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

Requesting a Religious Accommodation

If you need an accommodation because of your religious beliefs or practices, make the request with your manager. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

3.4 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions

First Pacific Group, Inc recognizes the importance of supporting employees experiencing limitations related to pregnancy, childbirth, or related medical conditions by providing reasonable accommodations. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

Examples of reasonable accommodations include:

- Additional break time for restroom use, meals, hydration, and rest.
- Seating options allowing for sitting or standing as needed.
- Schedule changes, part-time work, and paid and unpaid leave.
- Flexible work hours to accommodate medical appointments and physical needs.

- Telework (remote work).
- Closer parking spots to the workplace entrance.
- Light duty.
- Making existing facilities accessible or modifying the work environment.
- Job restructuring.
- Temporarily suspending one or more essential functions of your job.
- Acquiring or modifying equipment, uniforms, or devices.
- Adjusting or modifying examinations or policies.

If you require an accommodation, notify your manager. In instances where the need for a particular accommodation is not obvious, you may be asked to provide:

- The reason an accommodation is needed.
- A description of the proposed accommodation.
- Information on how the accommodation will effectively address your limitations.

Medical documentation will not be required in the following situations:

- When the limitation and need for an accommodation is obvious.
- If the Company is already aware of the limitation due to previous disclosures.
- When requesting accommodations such as additional restroom breaks, fluid intake, food breaks, or seating arrangements, which are considered presumptively reasonable.
- For any lactation accommodations.
- When a similar accommodation has been provided to other employees without requiring documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

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

The Company strictly prohibits retaliation against employees who request or utilize an accommodation under this policy.

3.5 Employment Authorization Verification

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

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

3.6 Job Descriptions

First Pacific Group, Inc attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your manager.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your manager.

3.7 Training Program

The Company has invested in offering all employees continued training in a variety of areas that are specifically related to our industry through our First Pacific University/Yardi E-Learning platform, which can be found at <https://fpacific.yardielearning.com/>. These online training sessions are pre-scheduled and are mandatory for each employee to complete. Non-exempt employees will be paid for the time spent completing these training courses.

Employees may be shopped by an outside neutral source for job evaluation purposes. Employees must obtain a score of eighty percent (80%) or higher in an evaluation “shop” in order to meet performance expectations. Leasing Consultants and Assistant Managers are required to maintain a thirty-three percent (33%) closing ratio and a fifty percent (50%) recapture ratio for renewals.

Office staff may be required to attend outside trainings. This outside training may be conducted by an on-site Community Manager, seminars sponsored by the local Apartment Association, group training by industry organizations, listening to phone call records, participating in online training programs, and/or other outside training sources. Subjects and dates will be determined by the Community and Regional Managers and all employees will be required to adhere to the training programs that are assigned to them.

Unsatisfactory evaluations (“shops”) from outside neutral consultants, failure to take required training lessons, and/or unfavorable training results may be used as cause to take disciplinary action up to and including termination.

In addition to the above training programs, First Pacific also has an Employee Resources page that is updated regularly with important employee information and contains links to all resources available to our staff. The employee resources page can be found at: <https://www.fpacific.com/resources/index.php>

3.8 Employment Verifications

A Tandem/Vensure HR representative will respond in writing only to employment verifications that are submitted in writing. Responses to such inquiries will confirm only dates of employment and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

Exceptions to this policy include, but are not limited to, responding to any and all information requests from law enforcement, public safety, medical, or government representatives/officials, with properly verified identification, and who demonstrate a legitimate need to know specific information.

Under no circumstances may such information be provided by an employee, manager, or supervisor of First Pacific.

3.9 Employee Referral Program

You are someone who makes First Pacific successful and a company to be proud of. We have a great deal of respect for your opinion and feel strongly that you know what is best for us to grow together as a company. With that in mind, we wish to encourage you to refer new candidates that have your same amazing work ethic and can-do attitude.

What is an employee referral bonus?

We are always on the lookout for promising new candidates to join our Team and appreciate referrals from current employees. First Pacific will pay a \$1,000 bonus for each candidate you refer in the event they are hired following the interview process and are successful in their new position.

Terms and Conditions:

- The referring party (Existing Team Member) must confirm the referral at the time the New Candidate applies for the position.
- The bonus will be paid in two portions:
 - \$500 Paid upon the Referred New Hire successfully completing 90 days of employment with First Pacific.
 - \$500 (Totaling \$1,000) will be paid upon the Referred New Hire successfully completing 6 months of employment with First Pacific.

Additional rules for bonuses:

- There is no cap on the number of referrals an employee can make. All bonuses will be paid accordingly provided the referrals are hired and successful in their new position.
- If two or more employees refer the same candidate, only the first referrer will receive the referral bonus.
- The referral date cannot be earlier than the date the job opening is posted. The hiring of a referred employee must occur within 180 days (six months) of the initial referral date.
- Applicants must not have applied to our company in the past year.
- Be hired as permanent full- or part-time employees (not as temporary employees or contractors.)
- The referral must represent the candidate's first contact with First Pacific. Temporary, summer, contract and former employees of First Pacific are not eligible candidates for referral awards.
- Only candidates who meet the essential qualifications for the position will be considered.

Who can participate in the employee referral program?

All current employees are eligible to participate in the referral program except for:

Recruiters and hiring managers are not eligible for a referral bonus for positions in which they are hiring for.

We encourage you to check our open positions and consider your social networks and external networks as potential resources for referred candidates.

This referral bonus program became effective April 1, 2021. We reserve the right to modify or cancel the program in the future and the Policy will be updated accordingly. Keep in mind that referral bonuses are subject to taxation. Please contact your manager for any questions you may have.

We are an equal opportunity employer. We guarantee that all candidates will be given the same consideration and will pass through our established interviewing procedures. All candidates will be evaluated for employment consistent with company policies and procedures. All information regarding the hiring decision will remain strictly confidential.

4.0 Wage and Hour Policies

4.1 Introduction to Wage and Hour Policies

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

4.2 Employment Classifications

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

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

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

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work a minimum of 30 hours per workweek, except for approved time off. Full-time employees are eligible for group insurance benefits, paid leave and company paid holidays.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work less than 30 hours per workweek, and are not eligible for any company medical/dental benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. A temporary employee is not eligible for any benefits, except those outlined within this handbook and required by state or federal law.

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

4.3 Direct Deposit

First Pacific Group, Inc encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Tandem/Vensure HR for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.4 Recording Time

First Pacific Group, Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using Company time cards. Speak with your manager for specific instructions.

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

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than seven (7) minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

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

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

4.5 Attendance

Attendance by employees at their assigned work place and on their assigned schedule is a key element of good employee performance and company productivity. This is especially true during the first ninety (90) days of employment when a new employee is in training. Employees who are frequently absent, arrive late,

or leave early cause disruption within the Company and place a burden on other employees. Each employee has an essential responsibility for arriving at work in a timely manner and remaining at work for their entire work schedule.

The Company understands that, at times, it may be necessary for an employee to unexpectedly be off of work, arrive late (more than 5 minutes), or leave early during scheduled work hours due to emergencies, illnesses, or pressing personal business. If an employee is going to be late or absent from work, they must contact their supervisor at least one (1) hour before the beginning of their scheduled shift. Messages left with voice mail or answering services must be followed by a personal contact with their supervisor by the beginning of the scheduled shift. **Text messages and e-mails are not an accepted form of communication regarding attendance.** Employees who need to leave before the end of their work schedule are required to receive authorization in advance from their manager.

An employee's unexpected absence, late arrival (more than 5 minutes), or unscheduled early departure may be considered excused in limited extenuating circumstances and if the employee provides proper and timely notification deemed satisfactory to the Manager. The Company reserves the right to require an employee to submit a physician's certificate in the event of repeated absences for medical reasons or in the event of an unexcused medical absences of one (1) or more days. If the absence exceeds three (3) days, employees will need to request a General Medical Leave of Absence (please see the General Medical Leave of Absence policy for additional details).

An employee's unexpected absence, late arrival (more than 5 minutes), or unscheduled early departure will be deemed unexcused when an employee fails to use the proper call-in procedures, gives a late notice, or fails to give advance notice for an absence, late arrival, or early departure which could be anticipated. The only exception is where the employee is physically unable to use the telephone.

For new employees during their first ninety (90) days of employment attendance is very important, so unexpected absences, late arrivals, and unscheduled early departures will not be tolerated. During the first ninety (90) days, the employee will be subject to a verbal warning following their first unexpected absence, late arrival, or unscheduled early departure; a written warning for their second unexpected absence, late arrival, or unscheduled early departure; and termination following their third unexpected absence, late arrival, or unscheduled early departure.

Following the first ninety (90) days of employment, excessive absenteeism is defined as two (2) or more instances of unexcused absences in any thirty (30) day period. Such excessive absenteeism is subject to corrective action. Any eight (8) instances of unexcused absenteeism in a twelve (12) month period will be considered grounds for termination of employment.

Excessive tardiness is defined as two (2) or more unexcused late arrivals in any thirty (30) day period. Such excessive tardiness is subject to corrective action. Any ten (10) instances of unexcused late arrivals in any twelve (12) month period will be considered grounds for termination of employment.

Excessive early departures are defined as more than one (1) unexcused early departures in any thirty (30) day period. Such excessive early departures are subject to corrective action. Any five (5) instances of unexcused early departures in any twelve (12) month period will be considered grounds for termination of employment.

Be aware that any combination of excessive absenteeism, tardiness, and early departures is unacceptable and will be subject to disciplinary action up to and including termination of employment.

An employee's unreported absence from work for two (2) consecutive days will be considered to have abandoned their job and will be classified as a "quit" (see the Termination section of this Handbook).

An employee's attendance record will be considered when evaluating requests for promotions, transfers, leaves of absence, approved time off, and other employment statuses.

4.6 Paycheck Deductions

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

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your manager.

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

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

4.7 Travel Expenses

Non-exempt employees may be required to travel as part of their job duties and will be compensated according to federal and state wage and hour laws.

One-Day Assignments:

Compensation for time spent in travel for one-day assignments depends upon the kind of travel and whether the travel time takes place within normal work hours or outside of normal work hours. "Normal work hours," for the purposes of this policy, are defined by your immediate supervisor. This definition applies to normal workdays (Monday through Friday) and to weekends (Saturday and Sunday).

Travel Time Within Normal Work Hours. Any portion of authorized travel time that takes place within normal work hours (on any day of the week, including Saturday and Sunday), is treated as hours worked. This time includes travel that involves performing work or travel from one job site to another but does not include time off for the usual meal time. Travel time within normal work hours will be paid at the employee's regular hourly rate and will be factored into overtime calculations.

Travel Time Outside of Normal Work Hours. Time spent on local travel outside of normal work hours and to destinations other than the employees "home" office will be paid only when the time exceeds the employees normal commute time to their "home" office. Travel time from the employee's home to their "home" office (or vice versa) is considered commuting time and is not paid.

Time spent on travel between the employee's home and the airport is not paid.

Employees are responsible for accurately tracking, calculating and reporting travel time in accordance with this policy. Meal periods should be deducted from all travel time.

Overnight Travel:

Time spent in travel during the employee's regular workday is counted as hours worked. For most non-exempt employees, the regular workday hours are defined by each property.

Time spent in travel away from home outside of the regular workday hours, either on a weekday or on Saturday or Sunday, is not counted as hours worked unless the employee is actually performing work during this time.

An employee who is required to drive to their destination is considered to be performing work while traveling and all travel time, with the exception of bona fide meal or sleeping periods, must be counted as hours worked.

When a non-exempt employee is offered public transportation, but voluntarily requests permission to drive their car, only the time that would have been spent on public transportation during regular workday hours is counted as hours worked.

Travel Expenses:

Non-Exempt employees working outside their home area, may be provided with a per-diem for meals if the travel includes an overnight stay, but is not a long term stay that includes living accommodations.

Employees who use their personal vehicles for business travel, will receive mileage reimbursement at the current IRS published rate.

All travel arrangements should be made with the lowest cost alternative, consistent with good business practices. Reimbursement will be made only for actual, reasonable business expenses in connection with authorized travel. Any expense which does not comply with the guidelines of this policy will not be reimbursed unless accompanied by a valid exception from management. Expense reports must be submitted in a timely manner, but no later than thirty (30) days after the travel has occurred.

Employees who are expected to travel for business should receive a copy and be familiar with current Travel Procedures available from the Corporate office.

4.8 Use of Employer Credit Cards

Applicable employees will receive a company credit card to be used for company business ONLY. Personal purchases charged to the company credit card are unacceptable and will result in disciplinary action up to and including termination. The employee will be responsible for any personal purchases on the company credit card and reimbursement must be paid in full immediately upon request by the Company. The credit card will act as the petty cash account and should be used accordingly for office supplies from places such as an office supply store (i.e. Office Depot, Office Max, etc.).

These guidelines must be followed when using the company credit card.

1. Meals – No more than one (1) meal per week, for the property, may be charged. The meal purchased must be thoroughly documented as to who attended and the purpose for the meal (i.e. staff meeting, bank inspection, etc.).
2. Gas – Gas will not be charged on the credit card for any reason, with the exception of gas purchased for property equipment as approved by the property manager. If employees are asked to drive for the property, they are required to complete a mileage reimbursement log and submit this with their payables.
3. Office Supplies – The credit card may be used to purchase necessary office or maintenance supplies.
4. Budget – The Property must at all times stay in line with the budget, and the expenses that are incurred on the credit cards each month contribute to this.
5. Expense log – It is the employee's responsibility to keep track of all receipts from the credit card and turn them in monthly with the attached recap. Failure to provide a receipt for a charge could result in disciplinary action and/or loss of privileges.

Employees who are provided with a company credit card must understand that they are responsible for all charges that they made on the card. Receipts for all purchases made on the company credit card must be

provided on a monthly basis. Employees may be responsible for reimbursement to the Company for any purchase for which they fail to provide the receipt. Upon termination of employment, employees must provide the card and all applicable receipts on or before their final day of employment. If they fail to provide the necessary receipts, the amount owed on the card may be withheld from their final paycheck in accordance with all federal and state laws.

4.9 Administrative Pay Corrections

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their immediate supervisor so that corrections can be made. Corrections are typically made with the next payroll processed.

4.10 Bonus/Commissions

The Regional Manager may determine a bonus and/or commission schedule which is unique to each property and/or business area. Once determined, the Regional Manager will set the leasing goals on the first (1st) of every month. For new leases which are properly submitted to the manager within twenty-four

(24) hours of move-in and renewal leases properly submitted, the commissions will be paid out the month after the move-in or renewal, on the second paycheck of the month. For renewal leases, the employee must be active on the day the first renewal letter goes out and on the day the new lease takes effect.

If an employee is eligible for a bonus or commission, they will be provided with an applicable schedule under a separate agreement which they must sign. Additional terms and conditions found in the Commission Agreement will apply before any bonus or commission is paid.

It will be at the manager's discretion to void or adjust any commissions for failure to comply with all paperwork and leasing policies and procedures. All bonuses and/or commissions paid to eligible employees shall be discretionary based on the manager's and owner's approval.

4.11 Maintenance On-call Policy

Maintenance personnel are required to be on-call twenty-four (24) hours a day, seven (7) days a week during the assigned rotation for emergencies that might arise with our residents.

When on-call, maintenance personnel are required to respond to all calls after business hours, on weekends, holidays, and when an emergency is in progress at the end of the normal shift. The maintenance personnel will determine if the call is an emergency or not. An emergency is described as fire, flood, no heat, no A/C, no working toilet, no water, or no hot water (i.e. any emergency that, if not tended to, could cause damage to the property itself). This determination may be made by physical inspection by the on-call maintenance personnel. Maintenance personnel who respond to a call which is not an emergency will be paid for the time worked, however they may be required to take the time off the next day instead of receiving overtime pay, in accordance with federal and state wage laws.

All maintenance personnel are required to wear the Company logo-shirt and/or their name badge when responding to an emergency call.

Maintenance personnel who are on-call must follow the following guidelines. Failure to do so could result in disciplinary action, up to and including termination.

1. When it is your turn to take the on-call duties, you will check the pager and/or cell phone to ensure that it is in good working order and a fresh battery installed, if necessary.
2. When a page or message is received, you **MUST** return the call within fifteen (15) minutes to determine the type of emergency and to give the Resident a status of when you will arrive. If it is

determined that the call does not meet our emergency on-call criteria, you will explain to the resident it is not an emergency and you will take care of the Resident during regular business hours.

3. If the call is indeed an emergency, you will arrive at within thirty (30) minutes unless you are on another call and you explain to the Resident your estimated time of arrival. When you are on-call you must remain within a thirty (30) minute response time to the property.
4. Drinking of alcoholic beverages or being under the influence of illegal drugs or behavior altering drug of any kind (including marijuana) is strictly prohibited while on-call. (Please refer to the Drug and Alcohol Use Policy.)
5. You must clock in/out for all calls that you respond to at the property.
6. ALL calls will be logged on the on-call/OT log with the status of what occurred.
7. The next business day following emergency calls, you will report all calls to your Community Manager; show them a copy of your on-call log and the Community Manager will initial each call. This will ensure that each item is addressed and any further action that needs to take place will be followed up on.
8. You will conduct yourself in a professional manner at all times, whether in person or on the telephone with the Resident. Raising your voice, arguing, etc. is unacceptable behavior and will not be tolerated. If you are having a problem with a Resident, you will report the issue to the Community Manager immediately for further action.

4.12 Outstanding Monies

The Company may provide a benefit to our employees which provides advance pay and/or a potential debt to the Company. In addition, the employees may be provided with Company property, such as uniforms, tools, keys, the use of the company golf carts and/or other vehicles, or other similar items which may also carry a monetary value to replace.

While it may be necessary to allow these situations, the employee will be responsible for repaying these monies; or the value of any property provided if not returned; or the value of any negligent damage to the property provided; or the value of any negligent damage to other company property caused by the employee during their employment relationship, or at the time of termination, whether voluntary or involuntary.

Any such items that have been provided should be documented on the Acknowledgment of Receipt of Company Property form and/or on a separate acknowledgment form provided.

During the employment relationship, or on a final payment to a terminated employee, no monies may be withheld from earned pay except for reasons set forth in this policy or as otherwise provided for by state or federal law.

Money may be withheld from a salary payment for the following:

- Repayment of negative pay advances
- Negative PTO balance
- Repayment for training/certification/license
- Evidence of theft or fraud resulting in financial loss to the Company
- Company credit card purchases for which a receipt is not provided, and which was not authorized
- Financial value of unreturned or damaged Company property, including but not limited to company equipment, uniforms, tools, keys, golf carts and other company vehicles, or other items owned by the company
- Damages to the employee's apartment that are determined at time of move out that may not be covered by a security deposit

Money shall not be withheld for failure by an active or terminated employee to perform one or more job responsibilities or other work-related acts.

An employee shall be notified in advance in writing of any deductions to be made from the payment of salary pursuant to this policy. The notice shall specify what amounts are being deducted and the reasons.

4.13 Salary Administration - Non-Exempt and Exempt Employees

It is the practice and policy of the Company to accurately compensate employees and to do so in compliance with all applicable federal, state, and local wage laws.

Non-Exempt Employees

Non-exempt employees must maintain a record of the total hours worked each day by accurately recording the hours in accordance with the Company's timekeeping procedures. The time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform but fail to report. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination of employment.

It is a violation of company policy for any employee to falsify or alter their own or another employee's time. It is also a serious violation of company policy for any employee or manager to instruct another employee to incorrectly or falsely report hours. If any manager or employee instructs you to: 1) incorrectly or falsely under or over-report your hours worked; or 2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, you should report it immediately to your manager.

Exempt Employees

Exempt, salaried employees will receive a set salary, which is intended to compensate for any hours worked. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under the Fair Labor Standards Act (FLSA), the salary is subject to certain deductions. For example, your salary may be reduced for the following reasons:

- Full-day absences for personal reasons when you have exhausted or have not yet accrued enough PTO;
- Full-day absences for sickness or disability when you have exhausted or have not yet accrued enough PTO;
- Full-day disciplinary suspensions for infractions of our written policies and procedures;
- Medical Leave absences (either full or partial day absences);
- To offset amounts received as payment for jury and witness fees or military pay;
- Or the first or last week of employment in the event you work less than a full week.

An exempt employee's salary may also be reduced for certain types of deductions such as health insurance premiums, state, federal and local taxes, social security, or voluntary benefit contributions.

An exempt employee's salary may not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness, or disability;
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work;
- Or any other deductions prohibited by federal and state law.

Should you have any questions with respect to this policy, please consult with your Regional Manager.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Standards of Conduct

Employees are expected to display a high level of responsibility and professionalism in performing their job duties as they represent the image and integrity the Company wishes to present to our residents and the

public. That means that we need to be constantly aware of how we appear to the outside world, with not only our personal appearance (discussed in the Personal Appearance Section), but also how we conduct ourselves. These Work Rules will help keep the Company's working environment and working relationships consistent with productive, efficient and pleasant surroundings. The Company requires Employees to display a high level of responsibility and professionalism in performing their job duties.

This section discusses the conduct that is and is not acceptable as an employee of the Company. Although it covers many scenarios, this list is illustrative only and may not include all offenses that are unacceptable and subject to discipline. Please read through this and familiarize yourself with this section so you know what is expected of you.

Two main rules of employee conduct:

1. Employees are to treat the co-workers, residents, vendors, and the general public, with dignity and respect, in a polite and courteous manner, which is not discriminating.
2. Employees are to perform their assigned work competently and diligently, while meeting or exceeding the Company's quality expectations.

Violations of one or more of the following rules of conduct by an employee of the Company may result in disciplinary action up to and including termination of employment. Moreover, the Company may, in its sole discretion and depending on the facts and circumstances of a given situation, bring disciplinary action against an employee for conduct that is not identified in these rules. Disciplinary action may range from a verbal warning, written reprimand, suspension or termination of employment, depending upon the specific rule or rules violated, the number of current or previous infractions, and/or any other circumstance or criteria the Company deems appropriate to consider.

The following list is typical, but not all-inclusive, of the kinds of actions which may result in discipline:

1. Failure to maintain polite and courteous communications with fellow employees, residents, vendors and the general public;
2. Engaging in malicious gossip between employees, between properties, or with residents, vendors, or visitors;
3. Making false, vicious or malicious statements concerning other employees which creates a conflict of interest;
4. Threatening, harassing, intimidating, or coercing in a physical, verbal or written manner, or using abusive or derogatory language towards other employees, residents or the general public;
5. Unlawful discrimination against potential or actual residents and/or employees.
6. Exhibiting unprofessional, immoral or indecent conduct during work time or on the Company's premises that is unbecoming of a Company employee;
7. Acting in an unlawful manner while performing their job responsibilities;
8. Acting in an unlawful manner outside of work while employed by the Company;
9. Failure to report unlawful conduct of an employee, tenant, resident, contractor, or vendor to management or proper authorities;
10. Engaging in romantic relationships with residents, which may result in a conflict of interest or favoritism. If a relationship exists prior to or during employment, please be sure to disclose this to your manager immediately.
11. Engaging in sexual relations, or inappropriate sexual behavior while at work or during working hours anywhere on the property, including vacant apartments, community amenities, and offices;
12. Failure or refusal to do assigned work, follow instructions or carelessness in the performance of duties that are either outlined in the job description, given verbally or in the form of written communications;
13. Failure to routinely check, acknowledge, or respond to email throughout the day in a timely and professional manner;
14. Failure to perform tasks that are set on the monthly calendar or any checklist developed by their supervisor;
15. Failure to meet or maintain the acceptable level of work quality for each task performed;
16. Failure to maintain or enforce the federal/state Fair Housing law, including actions that could result in a fair housing violation;

17. Failure to uphold and enforce First Pacific policies as outlined in our criteria, lease agreement, and lease addendum;
18. Violating the Confidentiality policy with the disclosure of any non-public proprietary Company information with anyone who does not work for the Company and/or discussing business transactions with anyone who does not have a direct association with the transaction;
19. Failure to exercise good judgement;
20. Misrepresenting, falsifying, or omitting correct personal information or data for employment records, including employment applications;
21. Falsification of any records pertaining to any approved company reimbursements, use of company funds or use of company credit cards or company accounts (if applicable). At no time are employees permitted to commingle company funds with personal funds, use company funds for any personal use, borrow company funds or charge personal items to the company credit card;
22. Providing inaccurate, dishonest, or incomplete information whenever an authorized person requires such information;
23. Engaging in a profession, business, trade, investment or secondary occupation that results in a conflict of interest;
24. Contracting with a relative or personal friend to perform services for the Company without proper prior authorization;
25. Unauthorized solicitation, collection of contributions, circulation of petitions or literature for any purpose in a manner that interferes with productivity during work hours;
26. Engaging in unauthorized personal business during work hours, with the exception of meal and break periods;
27. Possession, manufacture, selling or delivering, or consumption of alcoholic beverages, marijuana, narcotics, or any illegal drugs while at work, on duty, or on company property, which would be in violation of the Company's Drug and Alcohol policy;
28. Reporting to work under the influence of intoxicating beverages, drugs or other narcotics;
29. Smoking on the property, in the office, maintenance shop, residences, or other areas which are designated as non-smoking areas;
30. Possession of dangerous weapons, explosives, and/or firearms on the Company's premises unless otherwise allowed under applicable state law;
31. Fighting on the Company's premises;
32. Soliciting or accepting unauthorized gifts or gratuities from residents or potential residents, or possession of any personal items left behind by former residents;
33. Excessive or unexcused absenteeism or tardiness, as defined in the Attendance policy;
34. Failure to observe time limits regarding rest periods and meal breaks, and unauthorized absences from the work area;
35. Sleeping while on duty;
36. Failure to act responsibly and appropriately in complying with the maintenance on-call policy and/or snow removal policy;
37. Failure to repeatedly clock in/out for scheduled shifts, as well as for on-call activity.
38. Falsely reporting hours worked, including altering your own or another employee's time record;
39. Entering an apartment unit without a valid reason or authorization;
40. Entering an apartment unit when minors, under the age of 18, are present when no adult is present;
41. Providing keys, copies of keys, or other means of repeated access to buildings, offices, apartments, etc. to anyone not employed by the Company who is not authorized to have access;
42. Unauthorized entrance to restricted areas of the Company property or entrance to unrestricted areas outside of assigned work hours;
43. Violations of safety rules;
44. Failure to maintain a high level of responsibility with regard to personal safety for themselves and those around them;
45. Negligent conduct or omissions that may result in injury or harm to another person;
46. Inflicting or attempting to inflict bodily harm to another person;
47. Failure to properly report a personal injury that occurred during work hours;
48. Failure to act in a responsible manner to protect company equipment and property from theft, loss and or damage. This includes proper storage and securing company offices/locations;
49. Deliberate abuse, misuse, destruction or unauthorized removal or theft of machines, tools, equipment, supplies or other property owned by the Company or the Company's employees;

50. Unauthorized use of company equipment for personal use, such as tools, phones, email, computers, printers, fax machines, and copiers;
51. Removing company owned property or equipment, or another person's property such as maintenance tools, office equipment, or supplies from the property, for unauthorized use outside of the Company;
52. Inappropriately dressing for the position in violation of the Personal Appearance policy or failing to wear identification badge while on duty, including while on-call;
53. Failure to comply with company requirements for marketing of the property, including, but not limited to Craigslist and Facebook; and
54. Insubordination or other disrespectful conduct.

5.2 Open Door/Conflict Resolution Process

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

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

5.3 Criminal Activity/Arrests

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

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

5.4 Transfers

The Company reserves the right to request an employee to transfer from one property to another either to fill a temporary or permanent assignment.

5.5 Termination of Employment

Employment with the Company is based on mutual consent, and both the employee and the Company have the right to terminate employment at will, with or without cause, at any time. Although advanced notice is not required, the Company requests at least two (2) weeks written resignation notice from all employees.

An employee who fails to report to work or fails to contact management for a period of two (2) consecutive business days will be considered to have abandoned their job and will be classified as a "quit" (see below).

Benefits and Compensation:

Employees will receive their final pay in accordance with applicable state law. All accrued, vested benefits, including paid time off (PTO) that is due and payable at termination will be paid. Insurance programs will terminate on the last day of the month in which the termination occurs. Some benefits may be continued at the employee's expense through COBRA, if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Return of Company Items

All Company property which an employee has in their possession or to which they have access, is to be returned to the Company immediately upon termination of employment. This property includes, but is not limited to equipment, tools, uniforms, keys, files, documents, computers, laptops, and cell-phones. All employees who receive physical company property will be required to acknowledge the receipt of these items when they are provided. Failure to return these items to the Company when requested will result in the value of these items being deducted from the employee's final pay check, in accordance with applicable state and federal laws.

Employees, who have been provided with a company credit card, must return the card and ALL credit card receipts at or before time of termination. Failure to provide the receipt(s) to justify all business expenses may result in the employee being charged for the credit card expense on their final pay check, in accordance with applicable state and federal laws.

Termination Classifications

To establish classifications of termination, re-employment considerations, and benefits at the time of termination, all terminations will be classified as follows:

Resignation: Written notice is received from the employee giving advanced notice of their last day of employment. The Company requests, but does not require, at least two (2) weeks advanced notice of last day (such period is referred to as the "Notice Period"). This notice should include the reason for leaving and the last day of employment. The Company may request that the employee not work the full Notice Period; it is at the discretion of the Company that the employee gets paid for the full Notice Period if the employee does not work the full period. An employee who resigns from the Company may be considered favorably for future employment with the Company.

Quit: An employee leaves the Company with no prior notice or less than the requested notice, as outlined above. Since a "quit" is documented as such in the employee's file, it may negatively affect the employee's chances for future employment with the Company.

Position Elimination: An employee is terminated because of a lack of work or company reorganization. An employee terminated due to position elimination may be considered favorably for future employment with the Company.

Discharge: A termination initiated by the Company for reasons other than position elimination. An employee who is discharged is not eligible for re-employment with the Company.

First Pacific will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as employee benefits, conversion privileges, repayment of outstanding debts to First Pacific, or return of First Pacific-owned property. Suggestions, complaints, and questions can also be voiced.

5.6 Outside Employment

An employee may hold a job with another organization as long as they satisfactorily perform their job responsibilities with the Company. All employees will be judged by the same performance standards and will be subject to the Company's scheduling demands, regardless of any existing outside work requirements. If the Company determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Company as they are modified from time-to-time, the employee may be asked to terminate their outside employment if they wish to remain with the Company.

In addition, employees must not participate in any arrangement that results in an actual or perceived conflict of interest. A conflict of interest occurs when an employee's actions are influenced or are perceived to be influenced by a desire for personal gain to the detriment of the Company. Concerns about a possible conflict of interest must be resolved before outside employment is established.

An employee who engages in outside employment that utilizes substantially the same expertise as in their position at the Company may compromise the Company's ownership of and rights to intellectual property. Employees must not compromise their obligations and responsibilities to the Company when engaged in outside employment.

Employees who are engaged in outside employment under this policy may not utilize the Company facilities, resources, property, telephones, equipment or staff in support of such activities and outside employment activities may not be conducted on the Company premises.

5.7 Performance Reviews

All employees will be evaluated based on their performance as it relates to their job description, as well as any special circumstances that occurred during that review period. Following ninety (90) days of service, the employee will receive an informal review check-in. A performance review/evaluation will then be conducted annually on, or within thirty (30) days of the employee's work anniversary. The annual performance review will include a self-evaluation form where employees can provide their perspective on performance.

Adjustments to compensation (if any) will take place at the manager's discretion, typically following a performance review/evaluation. The Company may or may not provide pay increases or promotions in conjunction with favorable performance evaluations. Any action taken as a result of a performance evaluation should not be construed to set precedence upon future evaluations of any employee.

In the event of performance and/or behavior problems, corrective counseling may be initiated when management believes that an employee's performance or behavior problem can, and will be, resolved through adequate counseling and support. Corrective counseling is at the discretion of management and may include verbal warnings, written warnings, suspension, or termination. The Company expressly reserves the right to discharge "at-will."

The performance or behavior problem which management deems correctable through corrective counseling will be documented and discussed with the employee, including recommendations for improvements. If such a performance or behavior problem is not resolved through counseling, further disciplinary action, up to and including termination of employment, may be taken.

5.8 Relationships Within the Company

The Company is committed to avoiding situations which may generate complaints of favoritism and sexual harassment. All staff members are strongly encouraged to refrain from becoming romantically involved with any supervisor, manager, resident or vendor. Any relationship outside of a professional one with a resident can generate complaints of favoritism and possible sexual harassment.

In the event a romantic relationship develops, the staff member must report the relationship immediately to their Manager and Regional Manager. It will be decided if this relationship interferes with the employee's ability to perform their job fairly and unbiased. If it is determined at any time that this relationship is causing any disturbances to either the workplace, or other residents, the staff member may be asked to transfer to another position or work site (if an open position is available) or be subject to termination of employment. Employees who fail to report such a relationship may face disciplinary action, up to and including termination. Employees who have questions about this policy may contact their Manager or Regional Manager.

5.9 Whistleblowing

It is the policy of the Company and Tandem/Vensure HR to abide by all applicable federal, state and local laws, rules and regulations and to have all employees do the same. The Company holds all employees responsible for carrying out and monitoring compliance with this commitment. If any employee becomes aware of any violation of a legal or ethical obligation, or any unfair or improper treatment of a customer, a potential resident, a resident, or another employee, the employee must immediately report the matter so that it can be investigated right away.

Whistleblowing can be defined as “disclosing information by an employee, applicant, or vendor who alleges willful misconduct carried out by an individual or group of individuals within an organization.” It can be internal or external. This first occurs when an employee airs their complaint internally, through designated channels in the organization. The latter occurs when an employee blows the whistle outside the organization to the media, law enforcement officials, or some other public entity.

In most cases, you should report a violation of this policy to your worksite supervisor. If this is not practical, or if that action is taken but does not correct the perceived violations, you should prepare and sign a written statement with the specific information that you know and submit the statement to a designated officer of the Company or to Tandem/Vensure HR, as applicable, so that an investigation may be undertaken. This policy is important to the Company and Tandem/Vensure HR and each employee should seek to resolve any problem within the Company and Tandem/Vensure HR before reporting it to any outside person or entity.

The whistleblowing policy is intended to cover serious concerns that could have a large impact on a company, such as actions that:

- May lead to incorrect financial reporting;
- Are unlawful;
- Are not in line with company policy; or
- Otherwise, amount to serious improper conduct.

Employees should feel free to report any information regarding this policy without fear of reprisal or retaliation of any kind. Employees can report information in confidence if they wish. The Company will treat such information as confidential to the extent it can do so without failing to fulfill its legal obligations. In addition, employees who do not wish to identify themselves can report information anonymously.

There will be no retaliation by the Company or Tandem/Vensure HR against any employee who makes a good-faith report pursuant to this policy, even if an investigation shows that there has not been a violation.

It is the responsibility of the Company to correct or prevent any violations found to exist. This is a legal obligation as well as a practical necessity. A violation can taint the credibility of the entire company and cause the Company and its employees to be subjected to adverse publicity and distrust by the public, customers and the government. By making it the responsibility of all employees to police compliance with our strict ethical standards and commitment to complying with all legal responsibilities, we can continue to maintain our reputation in the community. Please refer to the state supplement for additional information on specific state requirements under this policy.

6.0 General Policies

6.1 Nonsolicitation/Nondistribution Policy

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

Solicitation

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

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

Distribution

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

Statutory Rights and Communication

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

Reporting Violations

If you become aware of violations of this policy, report them to your manager.

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

6.2 Use of Company Technology

Employees should practice discretion in using all company electronic communications systems, including but not limited to all Company owned or leased phones, cell phones, e-mail, laptops, desktop computers, computer hard drives, servers, internet connections, printers, and copiers.

Personal Mobile Phone/Device Used for Business Reasons

The Company authorizes the Managers and other designated personnel the use of a mobile phone/device for the express reason of faster response time. The Company also realizes the mobile phone/device is used for both personal and business reasons. Each Manager and other designated personnel may, at their own expense, purchase a mobile phone/device and use the provider of their own choosing.

The phone/device must be charged and operational at all times. The phone/device needs to be checked periodically for missed calls and/or messages throughout the day.

Mobile Telephone/Device Reimbursement

Employees who are approved to use mobile communication for work-related purposes will be reimbursed for these expenses up to an amount determined by the Company. The maximum reimbursement will be determined for each individual employee based on position and estimated work-related cellular phone use. The phone/device bill would be in the employee's name and would be the property of the employee.

Employees are expected to provide a photocopy of their mobile telephone/device bill attached to a signed expense reimbursement report to our accounting department within 30 days of the end of the billing cycle for their account. Failure to submit expense reimbursement requests in the manner described and in a timely basis will result in nonpayment or delay of this reimbursement (at company's discretion). The employee will be responsible for the remainder of the bill not reimbursed by the property.

Employees are expected to obtain a rate plan that provides enough minutes and features to account for their personal and work-related usage at the agreed-upon reimbursement amount from the company. In extreme circumstances, where work-related usage causes plan overages or long-distance charges, the company may choose (at company's discretion) to pay additional reimbursement for work related charges. In this case, employees MUST indicate and detail all work-related usage and the reasons for overages.

The company will NOT pay for late fees, plan extras, internet connectivity, reconnect charges, or for personal use on any account.

The company reserves the right to change the maximum reimbursement amount or cancel this agreement at any time with 30 days' notice to employee.

Personal Mobile Phone/Device Use

Use of personal mobile phones/device for personal reasons should be limited to personal time such as breaks and lunches. Use of mobile phones/devices for personal reasons during business hours will not be tolerated and may lead to disciplinary action up to and including termination. Use includes phone calls, personal emails, messaging, games, internet access, responding to social media, etc.

Computers

Use of all Company owned or leased computers, computer equipment, internet connections, printers, and copiers are strictly limited to work related purposes. Work related purposes are defined as those tasks performed by employees that are directly related to employment duties associated with each employee's position and responsibilities. Employees should not share confidential passwords to access computer networks, services, and or information resources without the consent of their supervisor.

No personal use of any kind is permitted. Personal use includes but is not limited to accessing non-work-related websites, viewing personal e-mail, sharing on messenger services, accessing chat rooms, playing computer games, streaming music or video, and accessing social media websites for non-work-related purposes.

The Company may monitor internet usage, internet use history, email traffic, and retains the right to inspect Company issued electronic devices. The Company may access, review, retain, or delete electronic files and email employees have sent, received, or retained via the Company's computer systems, the hard drives of Company computers, or other portable electronic devices. Accordingly, employees have no privacy rights when using Company computer equipment for personal use.

The Company strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the Company prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. Employees are prohibited from purposefully accessing websites inappropriate to the business environment.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The Company purchases and licenses the use of various computer software programs for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the Company does not have the right to reproduce such software for use on more than one computer. Employees are expected to comply with all copyright laws and intellectual property rights.

Employees may use software on local area networks or on multiple machines according to the software license agreement. The Company prohibits the illegal duplication of software and its related documentation.

The Company reserves the right to require reimbursement for any charges resulting from an employee's personal or improper use of the various communications systems.

Employees should notify their immediate supervisor, another member of management, the corporate office or the Tandem/Vensure Human Resources Representative upon learning of violations of this policy.

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

The use of company paid postage for personal correspondence is not permitted.

6.3 Computer Security and Copying of Software

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

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

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

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

6.4 Social Media

The Company understands the prevalence, efficiency, and importance of social networking sites. The Company also understands there are downfalls of these outlets. Therefore, the Company expects that you refrain from creating conflicts of interest even when using a personal account on social networking sites. It is important that employee participation in such activities, blogging, tweeting, social networking, etc. be conducted in a manner that is consistent with company policies and objectives. Use of Social Media on Company equipment during working hours is permitted, if your use is for legitimate, pre-approved, Company business. Please discuss the nature of your anticipated business use and the content of your message with your manager. Nothing in this policy is intended to be construed to infringe upon your rights under the National Labor Relations Act (NLRA).

Employees need to adhere to the following guidelines when engaging in social networking sites:

- Employees are strictly prohibited from suggesting that they represent the Company's views in any Social Networking activity not specifically required as part of their job description.
- Employees are prohibited from using any Social Networking activities to harass or attack any other employee or customer or vendor of the company based on race, creed, color, national origin, ancestry, religion, sex, age, veteran status, sexual orientation, disability (physical, mental or sensory), pregnancy, genetic information, marital status, or any other characteristic protected by applicable state and federal law.
- Employees are required to keep all personal accounts separate from business accounts (i.e. – do not link a work e-mail address to a personal account)
- Employees are advised that laws against defamation and libel may apply to Social Networking activities and that they may be subject to legal action for spreading disparaging and untrue information about the company or defaming another person.

- Employees are advised that posting private information about a person's medical, financial, or sexual affairs, etc. may be in violation of laws against the invasion of privacy and may expose them to legal action.

The company reserves the right but is not required to monitor all social networking sites. Any employee found to be in violation of Social Networking Policy may face disciplinary action, up to and including termination of employment.

6.5 Personal Appearance

All Employees are expected to maintain a professional standard of dress, grooming and personal hygiene. Employees are expected to present themselves at the beginning of their shift appropriately dressed with all personal grooming and personal hygiene matters taken care of before arriving at the work site. Employees who appear for work with inappropriate dress, grooming or personal hygiene will be sent home and directed to return to work in a manner meeting the required standards. Employees will not be compensated for the time away from work.

Interpretation of appropriate dress / grooming / hygiene is first at the discretion of the Community Manager with final determination and disciplinary action at the discretion of the Regional Manager. Depending on the property, the Regional Manager may require a specific uniform which all or part of will be provided to the employee by the property and in some cases, at the properties expense. The employee is required to maintain the uniform and return said uniform if the employee is terminated for any reason. If uniforms are not returned as requested, the value of the uniform(s) may be deducted from the employee's final wages as allowed under applicable federal or state laws.

It is not possible to list all of the acceptable/unacceptable dress / grooming / hygiene guidelines. Following are EXAMPLES of the acceptable/unacceptable items to create the professional standard. THIS LIST IS MEANT FOR ILLUSTRATIVE PURPOSES AND IS NOT ALL INCLUSIVE.

Managers and Leasing Professionals

Business professional attire is required, unless a "theme" event is scheduled, with the approval of the Regional Manager, which would require alternative dress. All administrative staff members must wear the provided name badges which contain the Company logo.

- Office staff are required to be in acceptable business attire which includes seasonal uniform tops issued by First Pacific.
- The uniform tops are to be paired with professional slacks, skirts, and dresses with safe shoes such as flats, loafers, 2" heels/wedges or boots. No sandals.
- All clothes must be clean, in good condition and ironed.
- Skirts and dresses should be no shorter than 4" above the knee.
- No shorts, jeans or jean Capri pants are allowed, unless authorized by the Regional Manager for an event.
- Regional will authorize business casual Fridays to include jeans.
- No shirts or blouses with writing, other than the property name, are allowed.
- No low cut, midriff, or spaghetti strap shirts or blouses.
- No sweatshirts, sweatpants, or thermal type clothing.
- No tennis shoes, sneakers, or flip-flops will be allowed unless part of an event.
- White court shoes can be worn similar to Ked or Adidas with the summer uniform.
- Fingernails should be professional length, clean and manicured at all times.
- Hair must be neat, clean, and styled daily.
- Hats will not be allowed in the office.
- In an effort to support individuality we do not limit how many tattoos you may have but do limit the locations in which they can be visible. We do not allow visible tattoos on the face or neck. Tattoos that "sleeve" the arm, hands or neck cannot contain offensive, or vulgar images including profanity. If they do, you will be required to cover those areas while at work.

Maintenance Employees, Groundskeepers, Housekeepers, and Painters

Proper uniform-like attire is required at all times in these positions.

- Pants should be khaki, black, or blue pants and/or dark blue jeans. Please confirm with the manager any specific requirements on color of pants.
- Shirts must be a First Pacific Group issued uniform shirt. Uniforms are provided seasonally.
- All clothing must be neat and clean, free of stains, and holes.
- Photo ID badge is required at all times when on property. If the ID badge is lost or damaged, the employee must request a new one from the Property Manager immediately.
- Shoes that completely cover the feet are required. No sandals or open toed shoes will be allowed. Shoes should be in clean, good condition.
- Hair must be clean, and neat. If longer than collar length hair should be held back in a ponytail.
- Company-logo hats or property approved hats may be worn but must be worn forward facing.
- In an effort to support individuality we do not limit how many tattoos you may have but do limit the locations in which they can be visible. We do not allow visible tattoos on the face or neck. Tattoos that “sleeve” the arm, hands or neck cannot contain offensive, or vulgar images including profanity. If they do, you will be required to cover those areas while at work.

All Employees

- Personal hygiene and basic daily grooming habits are expected.
- Beards and mustaches should be neatly trimmed.
- Wear light fragrances to avoid affecting anyone’s allergies.
- All jewelry worn should be modest and tasteful to represent a professional appearance.
- Ear piercing is allowed as long as the piercing is not a distraction.
- It is recommended that employees refrain from wearing Company logo shirts and uniforms when they are not performing work for the Company.
- Employees on call are required to report to all calls in a First Pacific Uniform shirt.

The Company will reasonably accommodate an employee’s religious beliefs or medical conditions regarding clothing, jewelry, and tattoos as long as the accommodation is proven necessary, reasonable, and does not cause an undue hardship to the company. To request an accommodation for religious or medical reasons, please contact your Regional Manager.

Employees may be subject to disciplinary action up to and including termination for repeated violations of the Dress Code policy, including those who fail to wear their photo ID badge.

6.6 Security

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

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

6.7 Workplace Privacy and Right to Inspect

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

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

6.8 Personal Data Changes

It is the responsibility of each employee to promptly notify the Company of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. Employees are required to update the Employee Self-Service Portal (ESS) for any of the aforementioned changes. Contact Tandem/Vensure with any questions on how to access the ESS.

6.9 Third Party Disclosures

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

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

6.10 Off-Duty Use of Employer Property or Premises

You may not use First Pacific Group, Inc property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You are prohibited from using Company facilities during off duty or nonworking hours without the written consent of your manager.

6.11 Conflicts of Interest

The Company expects employees to conduct business in an ethical and legal manner and to recognize that in all their transactions, and at all times, they have a responsibility not to engage in any activity that might create a conflict of interest. These obligations demand positive action by all employees to avoid situations where their self-interests create real or perceived conflict of interest with the Company or its customers. Examples of conflicts of interest include, but are not limited to: outside employment with a competitor or accepting gifts or favors from a competitor.

Employees of the Company cannot engage in the same or a similar line of business or research conducted by the Company. An employee cannot have a financial interest in a company that is a competitor of or supplier to the Company.

Financial interests by an employee or by their immediate family members in such companies are to be disclosed immediately to the Company officers. A determination will then be made as to whether or not a conflict of interest exists. Members of the employee's immediate family include spouse, children, and any relative sharing the same household.

Because of the potential seriousness of the consequences of an employee's disregard of this policy on the Company's reputation and interests, failure to comply with this policy may result in disciplinary action, up to and including termination of employment.

6.12 Gifts and Gratuities

Employees are prohibited from directly accepting gifts or gratuities in any form except a gift of food to be shared among the staff unless otherwise approved by the Regional Manager. Goods/belongings left behind by residents or others on the property do not belong to the property or to any employee of the property. Such items must be stored and/or disposed in accordance with applicable laws and company procedures. Company policy also prohibits employees from giving cash or cash equivalent gifts to residents or potential residents unless otherwise approved by the Regional Manager.

6.13 HIPAA Compliance

The Health Insurance Portability and Accountability ACT (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for pre-existing conditions; prohibit discrimination against associates and dependents based on health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. In addition, HIPAA requires that health insurance plans limit the release of health information to the minimum necessary required for care, or as outlined in the plans Privacy Notice.

Employees with questions about claims should contact the carrier first. If, after contacting the carrier, additional assistance is required, Tandem/Vensure HR will assist with any claim issues. Tandem/Vensure HR may require employees to provide written authorization to release information related to the claim.

6.14 Employees Living On-Site

Employees receiving apartment value as a part of their compensation and/or as a condition of employment will be on a "License to Occupy Premises" agreement. This agreement states that upon involuntary termination of employment or determination by the Company that occupying the premises should no longer be a condition of employment due to an employee's change of position or for any other business reason, the employee must vacate the apartment within three (3) days of the last day worked. Employees who voluntarily terminate their employment and are in good standing may be allowed to convert their lease to that of a regular resident. The security deposit collected at time of lease may be retained in partial or full, dependent upon the condition of the apartment at the time of vacancy. If no security deposit is collected or the amount of damage exceeds the deposit, the monies may be withheld from the employee's final paycheck. Apartment value is earned for each day worked and not earned in advance.

Employees not already living on-site prior to employment may not move on-site until ninety (90) days after employment begins. Employees who choose to live on-site may receive an employee discount on the market rent of 20%, must meet the same qualifications to rent as a regular resident, pay a minimum of a \$100 refundable security deposit and sign a "License to Occupy Premises" agreement and a month-to-month lease agreement. The amount of discount is subject to employee and property performance and may vary. The employee is bound by all the addendums to the lease agreement. The Regional Manager is the only personnel authorized to approve the application for tenancy and to set up the monthly lease charges and move-in fees. Employees who wish to move out of the apartment during their employment with the company are required to give a thirty (30) day notice. If said employee resigns or is terminated, they must vacate the apartment within three (3) days of the last day worked. For some properties, employees who live on-site may be required to reimburse the property for their unit's portion of RUBS, but are required to pay the electric and gas for their unit where applicable. Employees living on-site have two (2) options regarding payment of their rent:

1. Rent must be paid in full within the grace period that applies to their property in the form of debit card, credit card or ACH payment. See License to Occupy for details.
2. The employee may have one half (½) of their rent taken out of their paycheck each payroll period resulting in full payment of rent by the second payroll of the month. This option is required if the employee's credit does not meet the criteria of the said property.

3. Transfer fees to other properties or within the current community will apply, see Employee Site Transfer Policy.
4. Employees with unpaid evictions or who owe a previous landlord move-out fees cannot reside at a Company property.

All Employees are subject to a late fee if they do not meet their rent payment obligations per their month to month lease agreement. Employees must have their rent ledger at a \$0 balance no later than the 2nd payroll of the month if they pay their rent via their paycheck deductions or by the end of the grace period for their property if they chose to pay manually.

Employees living on site are strongly encouraged to attend all resident functions and join the Neighborhood Watch program. Non-exempt residents who are required to assist in resident functions will be compensated for all hours worked during these functions.

Employees who live on-site are considered representatives of the Company even when they are not performing work and are therefore expected to conduct themselves in a professional manner at all times on the property, whether on or off the clock. All employees living on site are expected to abide by the community rules and policies. Employees must also maintain their unit in a safe and healthy condition as required by the terms and conditions of their lease. Failure to abide by these conditions may result in the loss of the privilege to reside on property and/or corrective action up to and including termination of employment.

6.15 Employment Applications

It is the policy to hire and promote those individuals who are best qualified to fill the positions available. The Company reserves the right to perform a full background check, including but not limited to credit, criminal and Motor Vehicle Record (MVR), on any applicant or employee applying for a position within the Company, as permitted by federal, state and local laws.

The Company relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

6.16 Employment Eligibility

Under the Immigration and Reform Control Act of 1986, the Company must verify that every new employee is either a U.S. citizen or is authorized to be employed in the U.S. Both the new employee and a Company representative must complete portions of the USCIS Form I-9, verifying the prospective employee's identity and indicating that the new hire is authorized for employment. Form I-9 must be completed at the time of hire and eligibility verification must be completed within three (3) business days of that date. Employees who cannot provide proof of identity and employment eligibility within three (3) business days cannot continue to be employed by the Company.

The Company participates in the voluntary E-Verify program to confirm every new employee's United States work eligibility.

6.17 Employment of Minors

Candidates for regular full-time and regular part-time employment must have reached their eighteenth (18th) birthday by the date of hire. Exceptions may be considered for the purposes of employing minors participating in a school-sponsored vocational education program or short-term seasonal projects.

6.18 Employment of Relatives/Significant Others

Existing employees are responsible for notifying their supervisor and executive management within the Company if they are related to or have a significant relationship with any other employee or potential employee. Employment of relatives and/or significant others of an existing employee will be reviewed by executive management on a case-by-case basis in advance of any job offer made by a manager. This will ensure that such employment does not involve conflicts of interest or other adverse consequences to business operations. If hired, relatives and/or significant others will not be allowed to supervise or evaluate each other or, if one is a manager, be within the same chain of command.

A relative is defined as any person related to the employee by blood, marriage, or adoption in the following degrees: spouse (including common law as defined by state guidelines), parent, mother-in-law, father-in-law, stepparent, child, stepchild, grandparent, grandchild, brother, sister, brother-in-law, son-in-law, daughter-in-law, sister-in-law, aunt, uncle, niece, nephew or cousin.

6.19 Representation of Employer

Employees who live on site and employees who are on any Company managed property outside of work hours accept responsibility for representing the property and the Company both on and off duty. Actions which negatively affect the reputation or image of the property or the Company are considered actions subject to disciplinary action up to and including termination.

6.20 Company Events

Paid time off to attend Company events will be determined at the time the event is planned by the company. If the event is mandatory, non-exempt employees will be compensated in accordance with applicable federal and state laws.

6.21 Model Release

From time to time, the Company may take photographs or videos of the properties that may include one or more employees. Each employee will be asked to sign a release allowing the Company to publish any photographs or videos that include them.

6.22 Employee Relations

The Company believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their immediate supervisor.

Experience has shown that when employees deal openly and directly with their immediate supervisor, the work environment can be productive, communications can be clear, and attitudes can be positive. We believe that the Company demonstrates its commitment to employees by responding effectively to employee concerns.

6.23 Employee Surveys

From time to time the Company may conduct Employee Surveys to capture employee's opinions on job related issues. When the employee survey is mandatory, all non-exempt employees will be compensated for their time spent completing the survey.

6.24 Problem Resolution

If an employee disagrees with established rules of conduct, policies, or practices, they can express their concern to their immediate supervisor, another member of management, an owner, or to the Tandem/Vensure HR Department. No employee will be penalized for voicing a complaint with the Company in a reasonable, business-like manner.

6.25 Re-Employment

Employment applications received from former employees will be processed using the same procedures and standards that govern all other employment applications. Former employees who were terminated involuntarily, except in position elimination situations (i.e., layoff or reduction in force) will not be eligible for re-employment.

A break in service occurs when an employee terminates. If re-employment occurs within thirty (30) days from the date of termination:

- No background check or drug test will be required prior to re-employment.
- Limited new hire paperwork will be required to be completed based on the re-hire date.
- Prior length of service is used to determine the accrual rate for PTO.
- PTO begins to accrue immediately, and the employee is eligible to use PTO time after it is earned.
- Employees will be eligible for Holiday pay immediately.
- There will be no break in group insurance benefit coverage provided the employee re-elects coverage, if eligible.

If employees are re-employed within thirty-one (31) to ninety (90) days from the date of termination:

- A background check and drug test will be required prior to re-employment.
- Limited new hire paperwork will be required to be completed based on the re-hire date.
- Prior length of service is used to determine the accrual rate for PTO.
- PTO begins to accrue immediately, and the employee is eligible to use PTO time after it is earned.
- Employees will be eligible for holiday pay immediately.
- Group insurance benefits will be reinstated effective on the first of the month following the re-hire date provided the employee re-elects coverage, if eligible.

If the re-employment date is after ninety (90) days from the original termination date, the employee will be treated as a new hire without recognition of prior service, and with regard to all parameters outlined above.

6.26 Return of Property

Employees are responsible for all property, materials, or written information issued to them or in their possession or control. Employees must return all the Company property immediately upon request or upon termination of employment. Where permitted by applicable laws, the Company may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The Company may also take all action deemed appropriate to recover or protect its property.

7.0 Benefits

7.1 Health Insurance

First Pacific Group, Inc offers group health insurance benefits to all eligible employees and their eligible dependents after the plan's defined waiting period. Health insurance benefits are described in detail in the Summary Plan Description (SPD), which may be obtained on the PeopleHub Portal.

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

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

7.2 Dental Insurance

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

7.3 Vision Care Insurance

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

7.4 Employee Assistance Program (EAP)

First Pacific Group, Inc provides an employee assistance program (EAP) to all eligible employees and their family members/dependents after the plan's defined waiting period. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your manager due to job performance issues.

Plan details are described in the Summary Plan Description (SPD).

EAP services are available to eligible participants without charge. However, the cost of any treatment or rehabilitation services you are referred to outside of the EAP is your responsibility if not completely covered by insurance.

7.5 401(k) Plan

Eligible employees may participate in the First Pacific Group, Inc 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Company will notify you if you are eligible to participate in the 401(k) plan. Contact the Retirement Team to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.6 Paid Time Off (PTO)

From time to time, employees may have personal business such as doctor's appointments, religious holidays, family issues, legal proceedings or planned personal travel which may require time off. Furthermore, employees may be faced with short periods of illness that preclude them from performing their job duties. For circumstances such as these Paid Time Off (PTO) Leave may be used. Additionally, in the event of inclement weather, when authorized by the company, PTO Leave may be used. First Pacific Group

encourages the use of PTO in order to promote a good work/life balance in order to give employees time away from work to unplug and recharge.

All regular full-time employees who are scheduled to work thirty (30) hours or more on a normal basis are eligible to receive PTO Leave once they have completed the required wait period. All regular part-time and temporary employees are not eligible for this benefit.

Eligible Service	Regular Full-Time Employee (40 Hours)		Regular Full Time Employee (30-39 hours)	
	Bi-Weekly Accrual	Annual PTO Max	Bi-Weekly Accrual	Annual PTO Max.
**During the initial 90 days of service; PTO is accrued but unable to be utilized until 90 days of employment has been completed.				
Pro-Rated during year 1	3.08 hours	80 hours	2.77 hours	72 hours
Year 2-5 (months 13-72)	4.62 hours	120 hours	3.47 hours	90 hours
Year 6+ (months 73+)	6.16 hours	160 hours	4.62 hours	120 hours

Employees begin accruing PTO at time of hire, but cannot utilize that time during their first 90 days of service. After the completion of this wait period, employees will be able to utilize time accrued according to the PTO earning schedule. During the first year of employment, eligible employees may request a maximum of five (5) consecutive days or forty (40) hours at one time. Following the employees first anniversary, employees may be approved to take more than five (5) consecutive days or forty (40) hours at a time,

PTO Leave will accrue, each bi-weekly pay period based on the chart above. The accrual amounts vary for employees who are scheduled for forty (40) hours per week and those who are scheduled between thirty (30) and forty (40) hours per week, as well as for the length of service.

Non-exempt employees may request PTO in minimum increments of one (1) hour and may only claim up to eight (8) hours of PTO Leave per scheduled day missed. PTO Leave should not be claimed if the employee has already completed forty (40) hours within one workweek and the PTO Leave will increase the total hours for the week over forty (40) or if the PTO Leave exceeds more than eight (8) total hours claimed in one day.

Exempt employees may request PTO in minimum increments of one (1) hour. A full day absence is equal to eight (8) hours of PTO. If an exempt employee requests a partial day of PTO, they must use PTO for the number of hours missed on that day based on an eight (8) hour work day. For example, if the employee works five (5) hours, then they must use three (3) hours of PTO. Additional hours that may have been worked during the current work week may not be substituted for time missed on the day of the absence, without prior management approval.

PTO must be earned before it can be used. Negative PTO balances are not allowed. However, if a circumstance arises where unearned PTO is paid in error resulting in a negative balance, the employee will be required to pay the amount back. If an employee does not have PTO available, time off without pay may be approved at management's discretion.

All scheduled PTO Leave, whether paid or unpaid, is to be requested via the Employee Self Service (ESS) portal, scheduled in advance and is subject to Regional or Community Manager approval. PTO of three (3) days or more must be scheduled and approved at least one (1) month in advance and PTO of two (2) days or less must be scheduled and approved at least two (2) weeks in advance. PTO should not be taken during peak business seasons (June to August) to ensure personnel coverage at each community or peak business times from the 1st -10th of the month. Employees are required to use all available earned PTO before unpaid time will be approved, unless otherwise required under a specific state law.

Unscheduled absences in excess of one (1) day without prior approval, whether paid or unpaid, may require a doctor's written excuse, unless as otherwise permitted under a specific state law. Per the attendance policy, the supervisor must be contacted one (1) hour prior to employees scheduled shift. An employee's inability to provide such evidence of illness, when required, may be grounds for disciplinary action, up to and including termination.

The maximum earned PTO Leave an employee may accrue at any given time is two hundred (200) hours. Unused PTO will carry over into the next anniversary year up to but not exceeding the capped amount of two hundred (200) hours. Employees are responsible for monitoring their total PTO balance.

Employees who have been employed by the Company for five (5) or more consecutive years or have a minimum of 100 PTO hours, may elect to "buy down" up to sixty (60) hours of accrued PTO one time per calendar year. Employees who elect to "buy down" their PTO balance must leave a minimum of forty (40) hours in their PTO account at the time of the "buy down". Employees must request in writing the "buy down" of their PTO hours using the appropriate form and obtain approval from the Regional Manager. Employees must request a "buy down" and allow for a minimum of 2 weeks for processing. Payout of the PTO hours will be made on the next scheduled payroll following the request and processing and all applicable taxes will be withheld per federal and state wage laws.

With the exception of the "buy down" policy outlined above, pay will not be granted in lieu of earned PTO not taken for active employees. If an employee resigns or is discharged prior to ninety (90) days of service, they are not eligible to receive PTO pay since no time was earned. It is Company policy that employees who separate from First Pacific without giving two-week notice will not be paid for any unused accrued PTO at time of termination, unless required by state law. Employees who resign or are discharged will be paid for all unused accrued PTO at time of termination per applicable federal and state wage laws if they have completed ninety (90) days of service. Please refer to state supplement for state specific PTO payout requirements.

Holidays observed by the Company which fall within an employee's PTO Leave will be charged to holiday leave instead of PTO.

7.7 Holidays

First Pacific Group, Inc offers the following paid holidays each year:

- 1/2 of New Year's Eve (4 hours)
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Labor Day
- Memorial Day
- Juneteenth
- Independence Day
- Thanksgiving Day
- The day after Thanksgiving Day
- 1/2 of Christmas Eve (4 hours)
- Christmas Day
- *Employee's Employment Anniversary

*Each calendar year, beginning January 1, eligible employees will be permitted to take their employment anniversary date with the Company as a paid holiday, or another day within the same month. If this day falls on a regularly scheduled day off, they may select either their next scheduled day before or after as their paid holiday. The employee must request the day off in advance by submitting a Time Off request form to their manager for approval.

After thirty (30) days of employment, regular full-time non-exempt employees (those scheduled to work thirty (30) hours or more per week) will be eligible to receive holiday pay equal to the pay for hours they

would normally have been scheduled to work on the observed holiday. Regular part-time and temporary employees are not eligible for this benefit.

Eligibility for holiday pay requires that the employee work the scheduled shift before and the scheduled shift after the holiday. If the employee has received prior approval from the Regional Manager to take the day before or the day after the holiday as a day off (i.e., PTO, shift change etc.) the employee will still receive the holiday pay.

If an eligible non-exempt employee is required to work on a holiday, the employee will be paid for the holiday in addition to the time worked. If an official holiday falls on a regular full-time non-exempt employee's day off, the employee will be paid for the holiday. If any paid holiday falls on a weekend or a day that the site is normally closed, the Corporate office will determine whether a substitute day will be observed.

7.8 Bereavement Leave

All regular full-time employees are eligible for up to three (3) days off for the death of an immediate family member. Paid bereavement leave will not be granted until after ninety (90) days of employment, however you may be approved to take unpaid leave with the manager's approval. Members of the immediate family include spouse, children, parents, brothers, sisters, grandparents and parents-in-law. Any exceptions to the list of immediate family members allowed will be left to the discretion of the Regional Manager. If additional time off is needed, earned PTO may be used.

Bereavement Leave is paid at the employee's base pay rate at the time of the absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

Regular part-time and temporary employees are not eligible for this paid benefit but may be approved to take unpaid leave with the manager's approval.

7.9 Federal Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to federal jury duty service. If you are summoned for federal jury duty, notify your manager as soon as possible to make scheduling arrangements.

Time spent for federal jury duty service is unpaid; however, if you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. You may opt to use [PTO/vacation] in place of unpaid leave.

The Company will not discriminate or retaliate against employees for missing work due to federal jury service. Upon return to work, you will be reinstated to your prior position without loss of seniority and will be treated as if you have been on a leave of absence or furlough.

7.10 Personal Leave of Absence

Regular full-time and regular part-time employees may request a personal leave of absence if they have been employed by the Company for at least one (1) year. A Leave of Absence Request form must be submitted by the employee to the employee's manager prior to the commencement of the leave. The request will be reviewed, and a decision rendered by the employee's manager and the President of the Company the employee works for. Approval may be granted based on the circumstances surrounding the request. Any personal leave of absence that is granted will be for a duration not to exceed two (2) months. An employee seeking to return to work from a Personal leave prior to the date the leave was scheduled to expire should give written notice to the manager of their desire to return to work at least fourteen (14) days prior to the desired return date or as soon as possible prior to the return date.

Employees on an approved unpaid leave may continue group insurance coverage during the leave as eligible under the Consolidated Omnibus Budget Reconciliation Act of 1986. Please contact the Benefits Department of Tandem/Vensure (866-636-2855) for details on COBRA. Employees returning from a leave will have their benefits reinstated to the same levels as they enjoyed at the time the leave commenced so long as the reinstatement is consistent with the employment status to which the employee returns.

Employees on an approved leave must exhaust all accrued PTO leave at the beginning of the leave of absence. Once PTO leave is exhausted, Personal leaves are without pay. PTO leave will not accrue during an unpaid Personal leave. Paid holidays, bereavement leave pay, or employer's jury duty pay will not be granted during the leave. If an employee's pay rate upon return from leave is different from their pay rate prior to the leave, any PTO leave benefits will be paid at the pay rate in effect at the time the benefits are used.

The Company cannot hold a position open for an employee who is on a Personal leave of absence. An employee seeking reinstatement from such leave may be offered their former position if it is available. If the employee's prior position is unavailable, the employee may be offered any available position for which the Company concludes he/she may be qualified, at the rate of pay for the new position. If there are no such positions available, the employee will be terminated. The former employee may be placed on a priority hiring status for ninety (90) days, during which they will be considered for the first vacancy for which the Company deems them to be qualified.

In the event an employee declines an offer of reinstatement to any full-time or part-time position, whether to their prior position or another position, the employee will be terminated.

7.11 Family and Medical Leave (FMLA)

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

Eligibility

To qualify for FMLA leave, you must:

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

Reasons for Leave

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

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

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

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent, or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as their caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.

Notice

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

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

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

Certification

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

At our expense, the Company may require an examination by a second healthcare provider designated by us. If the second healthcare provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practical, may delay further leave until it is provided.

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

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you may use available PTO during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leaves, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA

leave. In addition, the substitution of paid leave for unpaid leave may not result in you receiving more than 100% of your salary.

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

Leave Increments

Intermittent Leave

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

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

Parental Leave

Leave for the birth or placement of a child may be taken in a single block or intermittently with the Company's approval. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

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

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

Fitness for Duty Requirements

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

Health Insurance

Maintaining Coverage During Leave

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

Payment of Premiums

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if

you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

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

Spouse Aggregation

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

Failure to Return

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

Alternative Employment

Consistent with the Company's Outside Employment Policy, you may not work or be gainfully employed for yourself or another employer while on a leave of absence. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local laws intersect with the FMLA, the Company will comply with the law that is the most favorable to you.

Abuse of Leave

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

Designation of Leave

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

Retaliation

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

Required Notice

The Company is required to provide you with a copy of the *Your Employee Rights Under the Family and Medical Leave Act* notice, which is attached as an addendum at the end of this handbook.

7.12 Military Leave (USERRA)

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

7.13 Use of Paid Time Off (PTO)

An employee is required to take all accrued Paid Time Off (PTO) at the onset of General Medical Leave. At the point that all accrued Paid Time Off (PTO) is exhausted, the employee may be eligible for short-term disability (if applicable), state disability insurance (if applicable), or if not, unpaid leave will begin.

Employees who are using General Medical Leave for medical reasons who have elected and are eligible for voluntary short-term disability will only be required to use PTO until short-term disability begins. In the case of parental leave, where the employee is no longer eligible for short-term disability benefits but is still eligible for General Medical Leave, any remaining PTO that is available must be used before unpaid leave begins.

PTO will not accrue when General Medical Leave is unpaid, or the employee is receiving short-term disability benefits. Holidays, bereavement leave, or employer's jury duty pay will not be granted during General Medical Leave.

7.14 Request for Reinstatement

An employee returning from General Medical Leave should notify their immediate supervisor of availability to return to work immediately upon being released to return to work by their healthcare provider. The employee should also provide the Company with a certification from the healthcare provider confirming the employee's fitness to return to their normal duties if the duration of the leave exceeds five (5) working days. Failure to provide a requested fitness-for-duty certification may result in denial of reinstatement until this certification is provided.

7.15 Reinstatement

The Company cannot hold a position open for an employee who is on General Medical Leave, unless required under applicable state law. An employee seeking reinstatement from such leave, when state law does not require the position be held, may be offered their former position if it is available. If the employee's prior position is unavailable, the employee may be offered any available position for which the Company concludes he/she may be qualified, at the rate of pay for the new position. If there is no such position available, the employee will be terminated, but may be placed on a priority hiring status for ninety (90) days, during which time the employee will be considered for the first vacancy for which the Company deems the employee to be qualified.

In the event an employee declines an offer of reinstatement to any full-time or part-time position, whether to their prior position or another position, the employee will be terminated.

7.16 Benefits at Reinstatement

An employee returning from General Medical Leave will have their benefits reinstated to the same levels as he/she enjoyed at the time the leave commenced (except for any paid leave benefits used during the

leave), so long as the reinstatement is consistent with the employment status to which the employee returns. If an employee's pay rate upon return from leave is different from their pay rate prior to the leave, any Paid Time Off (PTO) will be paid at the pay rate in effect at the time the benefits are used.

7.17 Additional Leave

If an employee is unable to return to work on or before their original expected return date, they must request additional leave time by submitting a new leave request form and medical certification to their manager and Tandem/Vensure HR at least seven (7) days prior to the expiration of their leave. The request for additional time will be reviewed to determine if additional General Medical leave time can be approved or if the employee is eligible for any additional leave time under any other company policy. Additional leave time that is granted under another policy may not provide benefit coverage or a job guarantee.

7.18 Failure to Return from Leave

If an employee does not qualify for additional leave time and does not return to work at the end of their originally approved leave period, they will be considered to have voluntarily separated from the Company.

If an employee fails to request additional leave time and does not return to work at the end of their originally approved leave period, they will be considered to have voluntarily separated from the Company.

If an employee is granted additional leave time, however the employee is still not able to return to work at the end of the additional leave, they will be considered to have voluntarily separated from the Company.

7.19 Workers' Compensation Insurance

A Workers' Compensation Insurance program is provided for all employees. This program covers any accident, injury or illness sustained in the course of employment during working hours. Medical care and other benefits are paid under the provisions of workers' compensation laws.

The employee must report all work-related accidents, injuries or illnesses to management staff immediately no matter how minor. Failure of the employee to report the injury within seventy-two (72) hours may result in loss of benefits.

To receive full workers' compensation benefits, employees must abide by all safety policies and procedures. Employees must use the facilities in the Designated Provider Program identified on the Safety Poster. Failure to use the Company's designated provider may result in loss or reduction of workers' compensation benefits. If an employee goes to their own physician or any other physician or facility neither the Company nor workers' compensation insurance may pay for the medical treatment or pay for any resulting days missed from work. An employee with a life-or limb-threatening injury may go to the nearest available emergency room. Drug testing may take place when a workers' compensation injury occurs, if there is a good-faith belief that alcohol and/or drugs were contributing factors.

Employees who are restricted from returning to work may be eligible for paid workers' compensation benefits, however the wait period for such benefits is dependent on the applicable state laws. (Please refer to the state supplement for further details.) Employees are not required but may use any accrued PTO during the applicable wait period for workers' compensation benefits.

7.20 Unemployment Compensation Insurance

If you become unemployed through no fault of your own, you may be eligible for unemployment insurance. If you file a claim in the state where you reside, and the state approves your claim, you will receive weekly unemployment benefits when you are out of work.

7.21 COBRA

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

Contact Tandem HR to learn more about your COBRA rights.

8.0 Safety and Loss Prevention

8.1 General Safety

The safety, health and well-being of all employees is a major concern of the Company and therefore the prevention of personal injury, property damage and fire is of primary importance. In the interest of safety, each employee is expected to cooperate in creating a hazard-free place to work by obeying safety rules and exercising caution in all work activities. Employees must immediately report any unsafe condition to their immediate supervisor or another member of management. If the unsafe condition is not handled in a timely manner, the employee is encouraged to notify the next level of management to escalate the issue. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

All employees are expected to:

- Report any unsafe working condition to immediate supervisors;
- Keep individual work areas clean and safe;
- Use proper lifting practices and request assistance for lifting items which are over 50 lbs. When unsure of the weight, ask for help;
- Report ALL accidents immediately to immediate supervisor;
- When in doubt, ask your supervisor;
- Maintain a positive attitude toward safety and cooperate fully to ensure a safe workplace for all employees;
- Make any suggestions to help improve safety and health at work;
- Comply with all applicable safety rules and regulations.

All supervisors are expected to:

- Be responsible for ensuring safety of all employees under their management;
- Be responsible for training employees in safe working practices and safety regulations;
- Remove all unsafe working conditions immediately upon discovery and ensure situation is resolved appropriately. Report all such activities to the Safety Coordinator;
- Investigate any reported accident immediately and complete the approved company accident report within one (1) working day and provide reports to the Safety Coordinator;
- Consider an employee's accident record and attitude toward safety during performance evaluation;
- Enforce all safety rules with a positive attitude and stress the importance of a safe working environment to all;
- Be prepared to enforce disciplinary action for any safety rule violations;
- Comply with all applicable safety rules and regulations.

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

The Company supplies information to employees about workplace safety and health issues through regular internal communication channels such as a safety manual, management-employee meetings, bulletin board postings, memos, or other written communications. Employees are expected to read and understand the information provided in the safety manual.

Employees of the Company may receive periodic workplace safety training through Tandem/Vensure HR. The training covers potential safety and health hazards, and safe work practices and procedures to eliminate or minimize hazards. All safety meetings will be considered mandatory.

8.2 Drug and Alcohol Policy

The Company has adopted a zero-tolerance policy in accordance with the Federal Controlled Substance Act. The Company reserves the right to review the policies and procedures contained in this policy, as well as the right to change, revise, or terminate the policy at any time. Please refer to the state supplement for additional information on compliance with specific state laws.

The Company prohibits the possession, use, consumption, manufacture, sale, transfer, distribution, purchase, or attempts to sell, transfer, distribute, or purchase of any controlled substance or alcohol while on Company premises, including Company vehicles, or while on duty, whether or not the employee is on Company premises, including meal and break periods.

Work Rules Involving the Possession or Use of Drugs and Alcohol

Except as described below, an employee who possesses, uses, consumes, manufactures, sells, transfers, distributes, purchases, or attempts to sell, transfer, distribute, or purchase any controlled substance, behavior altering drug of any kind (including marijuana) or alcohol while on Company premises, or while on duty, whether or not on Company premises, including during mealtime and breaks, will be subject to disciplinary action, up to and including termination, without warning and without conducting a drug and/or alcohol test. Consumption of alcohol in a Company facility is prohibited except at Company sponsored or sanctioned events where alcohol is allowable and with the approval of management, which may be either on Company premises or off-site. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment, without warning and without conducting a drug and/or alcohol test. Likewise, employees are prohibited from reporting to work under the influence of alcohol (including the “after-effects” of alcohol; i.e. odor, hangover, etc.), behavior-altering drug of any kind (including marijuana) or controlled drugs of any kind and using alcohol or controlled drugs, including, but not limited to physician approved medical marijuana, before work or during any break or mealtime so as to influence, in the Company’s judgment, your ability to work.

An employee must notify the Company of any criminal drug statute conviction for a violation which affects their ability to perform their job and/or affects the workplace immediately after such conviction. Failure to do so will result in immediate termination. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace will be subject to discipline, including termination.

Notice to Supervisor

An employee must notify their immediate supervisor or a member of the executive management team whenever they are using a prescription drug including, but not limited to physician approved medical marijuana or an over-the-counter drug if use of the drug may potentially affect the employee's ability to safely perform their assigned job duties or may otherwise affect the safety of the workplace. Upon such notification, the Company reserves the right to take appropriate steps to preserve the safety of its employees and the workplace, including, but not limited to, the right to relieve the employee of their assigned job duties during the period of usage. Failure to provide the required notification will result in disciplinary action, up to and including termination of employment.

Impairment During Work Time

An employee who appears to be impaired during work hours due to the effects of (1) the use of alcohol, (2) the abuse of a legal drug, (3) the use of a controlled substance, or (4) a prescription drug, including, but not

limited to physician-approved medical marijuana, or over-the-counter drug, will not be allowed to work or to continue to work, and the employee will be subject to discipline, including termination, without warning and without conducting a drug and/or alcohol test.

Impairment Outside of Work Time

If the Company learns that an employee has operated a Company vehicle while impaired due to drugs and/or alcohol outside of work time, the employee will be subject to disciplinary action up to and including termination of employment, without warning and without conducting a drug and/or alcohol test.

Searches of Company Property and Worksites

The Company reserves the right to conduct reasonable and necessary searches to determine whether an employee has engaged in illegal conduct or conduct that is in violation of this Policy or conduct that may affect the safety interests of the Company's employees and members of the public.

Failure to cooperate with an investigation or search (including providing false information during an investigation) will subject an employee to discipline, up to and including termination of employment, without warning and without conducting a drug and/or alcohol test.

In order to prevent the possession, use, consumption, under the influence of, manufacture, sale, transfer, distribution, purchase, or attempts to sell, transfer, distribute, or purchase of any controlled substance or alcohol while on Company premises, or while on duty, whether or not the employee is on company premises, the Company reserves the right to monitor employee conduct and that of other persons entering and leaving the Company's premises, including, but not limited to, conducting searches of company property such as offices, work space, desks, files, lockers, vehicles, and other company equipment. The Company also reserves the right to inspect any personal property brought by an employee onto company premises if the Company has reasonable suspicion of a violation of this policy.

Violations of this policy will result in disciplinary action, up to and including termination.

DRUG AND ALCOHOL TESTING

To prevent the hiring and retention of individuals who use illegal drugs and/or abuse legal drugs, the Company may conduct drug and/or alcohol testing of employees.

Employees may be subject to the following drug and/or alcohol testing:

Post-Accident

An employee may be asked to submit to drug and/or alcohol testing if the Company reasonably suspects that drug and/or alcohol use either contributed to the accident or cannot be completely discounted as a contributing factor to the accident, in violation of this Policy.

An accident is defined as an incident or occurrence: (a) in which a person dies or requires medical treatment; (b) in which there is damage to the Company's property; or (c) that involves an employee who, as a regular condition of their employment, is required to drive.

Reasonable Cause

An employee will be asked to submit to drug and/or alcohol testing if the Company has a good-faith belief that the employee is impaired because they are using or have used drugs and/or alcohol, in violation of this Policy.

Reasonable suspicion of impairment includes, but is not limited to, the following:

- Specific observations concerning the appearance, behavior, speech or performance of the employee while at work, such as direct observation of alcohol and/or drug use or abuse or observation of impairment due to alcohol and/or drug use;

- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- A report of alcohol and/or other drug use provided by a reliable source;
- Indications that an employee has tampered with any drug and/or alcohol test during the employee's employment with the Company;
- Indications that an employee has manufactured, sold, distributed, solicited, possessed, used, or transferred alcohol and/or drugs while working or while on the Company's premises, including while on rest or meal breaks, or while operating the Company's vehicle, machinery, or equipment;
- Violation of a safety rule, or other unsafe work incident that leads the supervisor/manager to believe that the employee's functioning is impaired; or
- Other circumstantial or coexisting indicators of impairment.

Employees who refuse to submit to and/or who test positive for drug and/or alcohol use will be subject to disciplinary action, up to and including termination of employment.

Substance Tested

In the case of a post-accident or reasonable suspicion drug test, the Company's protocol is to conduct a 9-panel drug test which includes the following substances or their metabolites:

1. Amphetamines;
2. Barbiturates;
3. Benzodiazepines;
4. Cocaine;
5. Methadone;
6. Opiates;
7. Phencyclidine (PCP);
8. Propoxyphene; and
9. THC (Marijuana)

Safeguards and Confidentiality

The collection, screening, confirmation, analysis, and retention of samples are accomplished according to federal and state laws. All tests are performed by a certified outside laboratory, which strictly follow the chain of custody/command guidelines to ensure the integrity of the testing process. The drug screen analysis is conducted through urinalysis testing. Alcohol testing may be conducted through breath testing and/or urinalysis testing. Samples will be collected in a sanitary environment designed to maximize employee privacy while minimizing the possibility of sample tampering.

If there is a positive drug and/or alcohol result on the initial screening test, the laboratory will automatically do a second confirmatory test. The second confirmatory drug test will be performed using gas chromatography/mass spectrometry or other scientifically accepted method. A positive breath alcohol test will be confirmed by a second breath test.

A Medical Review Officer (MRO) will be responsible for receiving the laboratory results generated by the Company's Drug and Alcohol-Free Workplace Policy. The MRO shall be a licensed physician who has knowledge of substance-abuse disorders and the appropriate medical training to interpret and evaluate confirmed positive results together with medical histories and any other relevant biomedical information.

Each applicant or employee will have an opportunity to discuss the drug and/or alcohol test with a MRO in a confidential setting, typically over the phone. At the time of the meeting with the MRO, the individual may provide any information that may be relevant to the test. Such information may include identification of prescription or non-prescription drugs currently or recently used or any other relevant medical information. To the extent feasible, precautions will be taken to ensure that the testing only measures and the records concerning the testing only make use of, the information regarding use of drugs in the body.

In the event the drug and/or alcohol test results are not achieved due to a diluted sample, the applicant or employee will be required to re-test. A maximum of two (2) retests will be allowed due to diluted results.

All test results will be provided to an authorized manager of the Company, who will maintain the confidentiality of the test results and release the results only as authorized or required by law. The Company will treat any information shared by an applicant or employee regarding their drug test results as confidential to the extent it can do so without failing to fulfill its legal obligations.

Unless automatically required under state law, each applicant or employee may request a written copy of their test results.

Employee Test Scheduling and Costs of Test

Post-accident and reasonable suspicion drug and/or alcohol testing shall normally occur during, or immediately after a regular work period. The time required for testing, including travel time, will be considered work time for employees for the purposes of compensation. Employees who refuse to submit to a drug and/or alcohol test at the end of their work shift will be subject to disciplinary action, up to and including termination of employment.

The actual costs of the testing, other than for a second, confirmatory test, if one is requested by the employee based on an appeal, are paid by the Company.

8.3 Workplace Tobacco Usage

It is the policy of the Company to comply with all applicable federal, state and local regulations regarding smoking in the workplace and to provide a work environment that promotes productivity and well-being of its employees.

Accordingly, smoking by employees is permitted only during employee's rest and meal breaks and in designated area(s) only, which include the inside of an employee's personal vehicle and off property during an unpaid break period. A list of the designated area(s) will be posted in the leasing office. These areas are chosen so that it does not affect others and is not visible to Company customers, vendors or residents.

With the exception of the designated area(s) specified, smoking is prohibited everywhere on the property, including (but not limited to) inside the leasing office, maintenance shop, tenant occupied space, vacant apartment, property amenity, in Company vehicles including golf carts, or in outside common areas on property. This includes the use of cigarettes, e-cigarettes, cigars, chewing tobacco, and other tobacco products. All cigarette butts must be safely extinguished and disposed of properly off property. Employee may use scheduled rest and meal breaks to smoke. Breaks must be staggered amongst the staff to ensure proper staff coverage on the property at all times.

Smoking by guests, vendors, and other visitors is prohibited within the leasing office and within twenty (20) feet of any leasing office, tenant occupied space, property amenity, or building entrance. If necessary, under applicable state or local regulations, the Company will post the appropriate signage to enforce this policy. Please refer to the applicable state supplement for additional applicable information.

Employees who are found in violation of this policy may be subject to disciplinary action up to and including termination of employment.

8.4 Workplace Violence

The Company is committed to the safety and well-being of its employees, contractors, vendors, customers, visitors and all others. The Company takes a zero-tolerance position regarding intimidation, direct or indirect threats, or violence in the workplace. Threats, profanity, and violent behavior are strictly prohibited while on or using the Company property and while conducting company business.

In addition, no employee is permitted to possess, use, display, or carry a weapon or weapons of any type on their person, in their desk or anywhere on or off company premises while on company time, performing company business, or representing the Company.

Any employee found in violation of this policy or refusing to comply with its provisions may be subject to disciplinary action up to and including termination of employment.

The Company requests the support and cooperation of all employees in helping keep our organization a safe and healthy place to work. Employees should immediately report to their supervisor, manager, or the Human Resources Department of Tandem/Vensure any information or behavior perceived as violent or potentially violent, or otherwise in violation of this policy.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

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

Reporting Incidents of Violence

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

Violations

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

Retaliation

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

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

If you believe you have been wrongfully retaliated against, immediately report the matter to your supervisor.

8.5 Business Use of Personal Vehicle

Employees must provide a copy of their valid driver's license and certificate of required insurance prior to operating their personal vehicle for business purposes (traveling to another site, picking up supplies, etc.). Any non-licensed or uninsured employee is prohibited from operating a motor vehicle for any business-related matter. The employee is responsible for providing updated insurance and license information as it is updated. It is the employee's responsibility to notify the Company within two (2) business days if their ability to drive is revoked for any reason.

Employees must secure approval from their Manager prior to using their vehicle for business purposes and will be compensated for their mileage per the IRS guidelines for reimbursement. A mileage log with date, mileage and purpose should be submitted in order to be reimbursed.

While using your personal vehicle while on property, you are to exhibit extreme care, abide by all posted speed limits, and only drive on designated driveways. Failure to observe these safety precautions and drive safely on company premises may result in loss or limitation of personal vehicle use while on the clock and on company property.

For the safety of our employees and others, while operating your personal vehicle for company business, it is strongly encouraged that you pull over and stop at a safe location or use a hands-free device to dial, receive, or converse on your cell phone in any way, including texting. In some jurisdictions it may be unlawful to use a cell phone, so it is your responsibility to be aware of the appropriate laws and abide by them. (See applicable state supplement.)

8.6 Keys and On-Call Cell Phone

The Company requires certain employees to carry keys and an on-call cell phone. It is the sole responsibility of the employee to ensure that the on-call cell phone is in good working order at all times. It is also the responsibility of the employee to ensure the safety of the keys and on-call cell phone in their possession at all times. If an employee loses any company equipment, including but not limited to: keys, company cell phones, tools, etc., they will be required to pay the replacement cost of the equipment and pay for the re-keying of the property (if applicable). The employee may also be subject to disciplinary action up to and including termination of employment.

8.7 Use of Equipment and Machinery

Equipment and machinery essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Employees should notify their immediate supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The immediate supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Improper, careless, negligent, destructive, unsafe use or operation, or removal of equipment without authorization can result in disciplinary action, up to and including termination of employment.

The Company will not be liable for any personal equipment or machinery that the employee brings to work to use during their course of employment.

The Company's vehicles, including all golf carts, may not be used to pull, push, start, tow, haul, etc. any vehicles owned by residents or other individuals. Such action could cause vehicle damage or a legal liability for the Company. Any employee violating this policy will be held responsible for all losses and expenses incurred. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may be subject to disciplinary action, up to and including termination of employment.

Operators of company vehicles are required to have and maintain a proper and valid operating license, if required by law. It is the employee's responsibility to notify the Company immediately if their license is revoked for any reason.

Whenever a company vehicle is involved in an accident or moving violation citation, the operator will be required to submit to a drug and alcohol screening, if there is a good-faith belief that alcohol and/or drugs were contributing factors, and he/she must immediately notify their immediate supervisor. Failure to

immediately notify their immediate supervisor of a moving violation and/or accident may result in disciplinary action, up to and including termination of employment.

8.8 Use of Facilities

It is the Company's policy that the Company facilities are to be used for business purposes only. Company facilities include meeting and conference rooms, a clubhouse, or other common areas. These facilities may not be used for outside business or any religious, political or other outside activity, except for Company authorized support to nonprofit organizations.

Employees wishing to use a meeting or conference room, or clubhouse for outside activities must have the approval of the Regional Manager and must pay any required usage or cleaning fee. Employees are responsible for leaving the facility in a clean and orderly condition after all events.

8.9 Use of Golf Carts/Utility Vehicles

The Company may provide golf carts/utility vehicles for specific members of the staff to use around the property as a way to more efficiently perform their job duties. Golf carts/utility vehicles are to be used to transport equipment, deliveries, and staff as needed by licensed and approved drivers. Golf carts/utility vehicles should only be used for official Company business by designated staff and are not to be used for personal business at any time.

All employees who operate golf carts/utility vehicles must follow the rules established by the Company which are provided to protect everyone's safety.

- All drivers must be over the age of sixteen (16) and possess a valid driver's license.
- Any driver who has their license suspended or revoked for any reason must notify management immediately.
- Golf carts/utility vehicles should not exceed posted speed limits on property or 10 M.P.H., whichever is less. Drivers should consider the weather, terrain, visibility, pedestrians, and other vehicular traffic, which may affect safety when determining the proper speed.
- Pedestrians should be given the right of way at all times. Courtesy, care, and consideration for the safety of all pedestrians are of the utmost importance.
- Golf carts/utility vehicles should only be used on Company property and may not at any time be taken off the premises.
- Golf carts/utility vehicles should not be parked in fire lanes, parking reserved for the handicapped, or in a walkway that blocks pedestrian travel, unless the operator is performing work in that area and cannot park in another location.
- Extreme care for the vehicle and focus on the activity being performed are required at all times.
- Operators are not permitted to wear devices that may impair hearing, such as earplugs, headphones, etc.
- Operators should not talk on the phone, use a walkie-talkie, or any other mobile device while in motion. The proper procedure would be to stop the vehicle in a safe place to complete the conversation.
- Operators may not smoke while operating the vehicle.
- When exiting the vehicle, the motor should be shut off and the keys must be removed and remain with the operator at all times.
- All passengers must ride in a seat designed for such use, except if the golf cart/utility vehicle is being used for a medical emergency.
- Golf carts/utility vehicles must not be modified in any manner without the prior consent of the management staff.
- The operator is responsible for notifying management of any safety and/or maintenance concerns immediately. If repairs cannot be made immediately, and they impair the safety of the vehicle, the vehicle should be taken out of service.
- Accidents involving the golf cart/utility vehicle should be reported to management immediately, whether or not there is damage to the vehicle or personal injury.

- If personal injury occurs, a workers' compensation claim must be filed with the manager immediately. If medical attention is needed, appropriate procedures should be followed.
- If it is determined upon investigation that an accident is due to carelessness or improper use by the operator, the employee may be responsible for the cost of the repair or replacement of the vehicle.
- Operators who are determined to be in violation of these rules that have been established may be subject to disciplinary action, up to and including termination.

8.10 Visitors in the Workplace

Unauthorized visitors are not allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of employees are discouraged from extended visits to the work area.

8.11 Workplace Monitoring

In an effort to provide a safe and productive environment, the Company may monitor and record activities in areas of the property, including but not limited to offices and common areas, using video and audio surveillance equipment. The Company may use images obtained through video monitoring as cause to take disciplinary action up to and including termination.

Employees should use caution when operating camera-equipped devices (i.e. digital cameras, mobile phones/devices with a built-in camera) in the workplace. Use of cameras and camera-equipped mobile phones/devices on Company premises are strictly limited to emergency situations and legitimate work-related tasks. No camera-equipped devices are to be taken into any company restroom, exercise area, or shower facility at any time.

To measure and evaluate customer service, as well as identify potential training needs, the Company may monitor, and record employees' telephone conversations made in the normal course of business. Monitoring will be limited to business-related objectives. The monitoring of telephone conversations may be random and periodic. Advance notice will not be given prior to monitoring telephone conversations. All employees may be asked to sign a consent form authorizing the monitoring in accordance with federal and state laws.

Failure to comply with these guidelines may result in disciplinary action up to and including termination.

8.12 Snow Removal Policy

Each employee must use their own judgment as to whether or not it is safe to drive to work or necessary to leave work early due to weather conditions. The employee's immediate supervisor must be notified of any anticipated delay or absence. Exempt and Non-exempt employees who are unable to come into work due to weather conditions, must use PTO time, if available, or take the time off as unpaid. Exempt and Non-Exempt employees must NOT work or complete work-related duties in any capacity, including checking email, unless you have received approval from your supervisor to work from home. Regional Managers will have final approval for all leave requests.

All maintenance personnel are responsible for necessary snow removal and the properties established procedures for snow removal must be followed. If the weather conditions require additional personnel may be requested to assist in the snow removal.

If an employee assigned to snow removal does not report for required snow removal duty, it will result in disciplinary action, up to and including immediate termination.

1. Snow removal of the sidewalks, stairs, walkways, etc. will begin at 7:00 a.m. regardless of the day of the week including weekends and holidays.

2. Snow removal of these areas will begin upon two (2) inches of snow accumulation. If you do not live on-site, it is your responsibility to contact your immediate supervisor to find out if there is enough accumulation to warrant snow removal. This phone call must take place by 6:00 a.m.
3. All maintenance, grounds, painting, and housekeeping personnel are required to remove snow. All personnel removing snow are required to wear proper shoes, clothing and gloves to maintain a safe work environment.
4. After the snow is cleared from the sidewalks, walkways, and stairs, ice melt and/or sand will be put down for the safety of all.
5. The Maintenance Supervisor along with the Community Manager is responsible to keep the snow removal log current and up to date. This log needs to record the amount of the snowfall and the actions taken each day including the number of times that ice melt and/or sand was applied, and any problem areas noted.
6. At the end of the day, all snow removal personnel will check all areas again to ensure that these areas are clear and properly sanded BEFORE leaving for the day. This should also be noted in the snow removal log.
7. Plowing of the parking areas will be done by a licensed contractor or the Maintenance Supervisor on duty (if applicable). Plowing should begin at 6:00 a.m. with two (2) inches of accumulation of snow. This will ensure that the residents have a clear path to get to work in the morning. A final clean-up and sanding should be completed after the snow has stopped for the day. Again, note this activity in the snow removal log.

Failure to comply with this policy will result in disciplinary action, up to and including immediate termination.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

All identifying information related to customers, residents, suppliers and co-workers, as well as the specific assets which are purchased or sold by the Company and the prices charged for such assets are all confidential information and may not be disclosed by any Company employee without the express written consent of the Company.

All lists, books, records, and accounts relating in any manner to the Company's products and customers, whether prepared by the employee or otherwise coming into the employee's possession, shall constitute a work product and shall be the exclusive property of the Company and shall be returned immediately to the Company upon termination of employment or upon request by the Company at any time.

The terms of this agreement apply specifically to computer lists, and any other documents reflecting in any manner the identities and product requirements of any Company customers or the suppliers from whom the Company obtains its products. The design of the Company's products, their specifications and performance criteria may constitute trade secrets which may not be divulged for personal gain by any active or former employee.

The Company has a substantial and legitimate interest in maintaining the privacy of certain business information, consequently violations of confidentiality, as described in this policy, may seriously injure the Company's reputation and effectiveness. Please do not discuss non-public, proprietary company information with anyone who does not work for the Company, and refrain from discussing business transactions with anyone who does not have a direct association with the transaction. Even casual remarks can be misinterpreted and repeated. Refer such requests for information outside of the normal course of your job to your manager.

All employees may be required to sign a non-disclosure agreement as a condition of employment.

Employees who improperly use or disclose trade secrets or other confidential non-public, proprietary business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

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

10.2 Products and Services Knowledge

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

California Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of unlawful harassment, discrimination, or retaliation based on the following protected classes: age (40 and over), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locs, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), domestic violence victim status, political affiliation, off-duty and off-premises use of cannabis, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

Harassment

Harassment means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's membership in a protected class.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

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

Sexual Harassment

Sexual harassment means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
 - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
 - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
 - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
 - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
 - Leering, obscene or vulgar gestures, or sexual gestures.
 - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
 - Impeding or blocking movement, unwelcome touching, or assaulting others.
 - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
 - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

Retaliation

Retaliation means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the

workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify your manager or any member of management.

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

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

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

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

Filing of Complaints Outside Company

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

California Civil Rights Department

651 Bannon Street, Suite 200

Sacramento, CA 95811

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: contact.center@calcivilrights.ca.gov

Main website: <https://www.calcivilrights.ca.gov>

Online sexual harassment training courses: <https://www.calcivilrights.ca.gov/shpt/>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025
San Francisco, CA 94102-3661
Phone: 800-669-4000
Fax: 415-522-3415
TTY: 800-669-6820
ASL Video Phone: 844-234-5122
Website: <https://www.eeoc.gov/field-office/sanfrancisco/location>

Accommodations for Victims of Violence

First Pacific Group, Inc will provide reasonable accommodations to employees who are, or whose family members are, a victim of a qualifying act of violence to ensure their safety while at work, provided the accommodation does not create an undue hardship on the Company.

Family member means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as defined under applicable law).

Qualifying act of violence means any of the following, regardless of whether anyone is arrested, or prosecuted for, or convicted of committing any crime:

- Domestic violence.
- Sexual assault.
- Stalking.
- An act, conduct, or pattern of conduct in which:
 - An individual causes bodily injury or death to another individual.
 - An individual exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual.
 - An individual uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasonable accommodations may include the implementation of safety measures such as:

- A transfer, reassignment, or modified schedule.
- A change in telephone number or workstation, or installed lock.
- Assistance in documenting domestic violence, sexual assault, stalking, or other qualifying act of violence that occurs in the workplace.
- An implemented safety procedure or other adjustment to a job structure, workplace facility, or work requirement in response to domestic violence, sexual assault, stalking, or other qualifying act of violence.
- Referral to a victim assistance organization.

Upon receiving a request, the Company will engage in a timely, good faith, and interactive process with you to determine effective reasonable accommodations.

Certification

When requesting a reasonable accommodation, you may be asked to provide a written statement signed by you or an individual acting on your behalf, certifying that the accommodation is for an authorized purpose. You may also be asked to provide documentation that demonstrates your status as a victim of domestic violence, sexual assault, stalking, or other qualifying act of violence, such as:

- A police report showing that you or your family member was a victim.
- A court order protecting or separating you or your family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that you or your family member has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, sexual assault counselor, victim advocate, licensed healthcare provider, or counselor showing that you or your

family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.

- Any other form of documentation that reasonably verifies that a qualifying act of violence occurred.

The Company may require recertification every six months.

If you no longer need an accommodation, you must notify the Company that the accommodation is no longer needed. If circumstances change and you need a new accommodation, you must request one.

Confidentiality

Information related to your request for an accommodation will be maintained as confidential and will not be disclosed except as required by law or as necessary to protect your safety in the workplace. You will be provided notice before any authorized disclosure.

Retaliation

The Company will not discriminate or retaliate against you due to your status, or your family member's status, as a victim or for requesting or obtaining an accommodation in accordance with this policy.

Wage and Hour Policies

Pay Period

All employees are paid every other week on Friday for the pay period that ends on the previous payroll period. If a payday falls on a holiday, you normally will be paid on the last business day before the holiday.

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

Review your paycheck for accuracy and report any concerns to your manager immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

Overtime

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

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

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your manager know; in addition, notify your manager as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work fewer than six hours in a work day, you may mutually agree with your manager to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your manager to waive the second meal period.

See your manager for procedures related to requesting to waive a meal period in the above circumstances.

Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

Accommodations for Nursing Mothers

First Pacific Group, Inc is required by law to provide requesting employees who are nursing mothers with certain accommodations to express milk. Accordingly, the Company will provide nursing mothers with:

- Reasonable break time to express milk for their infant child each time the mother has the need to express milk; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion, to express breast milk.

Requesting Accommodation

If you have the need for accommodation, contact your manager. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

Break Times

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation space if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

Milk Storage

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room/other location, or in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk. You may also elect to bring a personal cooler for storage.

Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment. The complaint must be filed within three years of the alleged unlawful action.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7. This claim must be filed within six months of the alleged retaliation.

General Policies

Access to Personnel and Medical Records Files

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

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. All employees have the right to inspect and receive a copy of their personnel records. The Company will make such records available for inspection and/or to receive a copy within 30 calendar days of a written request. Payroll records will be made available to inspect or receive a copy within 21 calendar days of a verbal or written request.

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

Benefits

Paid Sick and Safe Leave (Frontloading Method)

First Pacific Group, Inc provides paid sick and safe leave to all eligible employees in accordance with California's Healthy Workplaces, Healthy Families Act.

Eligibility

All employees who have worked in California for at least 30 days within a year after beginning employment are entitled to receive sick and safe leave.

Reasons for Leave

Sick and safe leave may be taken for the following reasons:

- The diagnosis, care, or treatment of an existing health condition, or preventive care for you or your family member.
- For specific reasons related to victims of a qualifying act of violence. Refer to the Leave for Victims of Violence Policy for additional details.

Family member means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as defined under applicable law).

Amount of Leave and Usage

Eligible employees are provided with 40 hours of paid sick and safe leave at the beginning of each leave year. For the purposes of this policy, the leave year is any consecutive 12-month period (e.g., calendar year, fiscal year, employee work anniversary).

You must work 90 days before you can use paid sick and safe leave. Any unused sick and safe leave expires at the end of the leave year and does not carry over to the following leave year.

You may only use 40 hours (five days) of paid sick and safe leave per leave year. Leave may be taken in no less than two hour increments.

Compensation

If you are nonexempt, you will be compensated for paid sick and safe leave at your regular rate of pay. If you are exempt, you will be compensated for paid sick and safe leave in the same manner as the Company calculates wages for other forms of paid leave time.

Notice

If your need for leave is foreseeable, you must provide reasonable advance notice. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence.

Documentation

The Company may request documentation verifying the appropriate use of leave.

Substitution of Paid Leave

You may substitute available paid sick and safe leave for unpaid leave taken under the following policies:

- Jury duty leave (refer to Jury Duty Leave Policy)
- Witness leave (refer to Witness Leave Policy)
- Crime victim leave (refer to Crime Victim Leave Policy)
- Bereavement leave (refer to Bereavement Leave Policy)

Payment upon Termination

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

Reinstatement of Leave upon Rehire

The Company will reinstate unused sick and safe leave if you separate and are rehired within one year.

Interaction with Other Leave

Sick and safe leave will run concurrently with other types of leave when permitted under applicable law.

Retaliation

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

Bereavement Leave

First Pacific Group, Inc will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

Reasons for Leave

Eligible employees may take bereavement leave for the death of a family member.

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, or domestic partner.
- **Child** means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or other person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

Use of Leave

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid bereavement leave.

Bereavement leave will run concurrently with other federal/state laws where permitted by law.

Notice

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

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

Voting Leave

If your work schedule prevents you from voting on Election Day, First Pacific Group, Inc will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use available paid leave in place of unpaid leave in accordance with applicable law.

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

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

Witness Leave

First Pacific Group, Inc realizes that, on occasion, employees may be subpoenaed or otherwise compelled to serve as witnesses in a judicial proceeding. In such cases, you will be provided unpaid leave to attend.

Upon receiving a subpoena (or other document compelling your attendance), notify your manager as soon as possible to make scheduling arrangements. You may opt to use available paid leave in place of unpaid leave in accordance with applicable law.

The Company reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

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

California Family Rights Act (CFRA) Leave

First Pacific Group, Inc provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

Eligibility

To be eligible for CFRA leave, you must:

- Have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- Have worked for the Company for at least 1,250 hours during the 12-month period immediately before the leave is to start.

Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- Child means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or a person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave.

Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is the 12-month period measured forward from the day CFRA leave began.

CFRA leave will run concurrently with other federal/state laws when permitted by law.

Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's healthcare provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the healthcare provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a healthcare provider designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different healthcare provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

Return to Work

If you take leave for your own serious health condition, you must obtain certification from your healthcare provider that you are able to resume work.

Reinstatement

Upon return to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave.

Failure to Return to Work

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

Retaliation

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

Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, First Pacific Group, Inc will provide you with up to four months of unpaid pregnancy disability leave (PDL).

Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A ***pregnancy-related disability*** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.

- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your manager about your eligibility for these leaves.

Notice and Leave Request Process

Foreseeable Need for Leave

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the delay or denial of leave.

Unforeseeable Need for Leave

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

Leave Request Process

To request leave under this policy, obtain a leave request form from your manager and return the completed form to the Leave Team. If the need for leave is unforeseeable and you will be absent more than three days, contact the Leave Team by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

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

Paid Leave Utilization During Pregnancy Leave

You will be required to use available sick leave during PDL; however, you may opt to use any available PTO during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your health care provider.

Certification and Fitness for Duty Requirements

When requesting PDL, you must provide certification from a health care provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

Temporary Transfer and Other Accommodations

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

Return to Work

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment.

Alternative Employment

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

False Reason for Leave

You will be terminated if you provide a false reason for a leave.

Retaliation

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

Reproductive Loss Leave

First Pacific Group, Inc will provide eligible employees up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the Company for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

Reproductive loss event means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.
- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

Use of Leave

Eligible employees will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event within a 12-month period, the maximum amount of reproductive loss leave you can take in a 12-month period is 20 days.

You may elect to use any accrued vacation time or other accrued paid time off that you are eligible to take during the otherwise unpaid reproductive loss leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

Notice

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the Company regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

Retaliation

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

Leave for Victims of Violence

If you or your family member is a victim of a qualifying act of violence, First Pacific Group, Inc will provide you with unpaid leave as set forth below.

Family member means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person (as defined under applicable law).

Qualifying act of violence means any of the following, regardless of whether anyone is arrested, prosecuted for, or convicted of committing any crime:

- Domestic violence
- Sexual assault
- Stalking
- An act, conduct, or pattern of conduct in which an individual:
 - Causes bodily injury or death to another individual;
 - Exhibits, draws, brandishes, or uses a firearm, or other dangerous weapon, with respect to another individual; or
 - Uses, or makes a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

Reasons for Leave

Leave may be used for the following purposes:

1. To obtain or attempt to obtain any relief for yourself or a family member. Relief includes, but is not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure your own or your family member's health, safety, or welfare.
2. To seek or obtain medical attention for yourself or a family member for injuries or recovery from injuries caused by a qualifying act of violence.
3. To seek, obtain, or assist a family member in seeking or obtaining services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence.
4. To seek, obtain, or assist a family member in seeking or obtaining psychological counseling or mental health services related to an experience of a qualifying act of violence.
5. To participate in safety planning or take other actions to increase safety from future qualifying acts of violence.
6. To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare.
7. To provide care to a family member who is recovering from injuries caused by a qualifying act of violence.
8. To seek, obtain, or assist a family member in seeking or obtaining civil or criminal legal services in relation to the qualifying act of violence.
9. To prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence.

10. To seek, obtain, or provide childcare or care to a child or care-dependent adult if the care is necessary to ensure the safety of the child or care-dependent adult as a result of the qualifying act of violence.

Leave Use

The maximum amount of leave you may take under this policy is 12 weeks.

If your family member is a victim of a qualifying act of violence but is not deceased as a result of a crime, and you are not also a victim of a qualifying act of violence, the use of leave for reason (6) above is limited to five days.

If your family member is a victim of a qualifying act of violence but is not deceased as a result of a crime, and you are not also a victim, leave is limited to 10 days total.

Notice

You must provide reasonable notice of your need for leave unless advance notice is not feasible. You may identify a "designated person" when you request leave.

Certification

If you must take an unscheduled absence, the Company will not take any action against you if, within a reasonable time after the absence, you provide certification.

Sufficient certification includes any of the following:

- A police report indicating that you or a family member was a victim of a qualifying act of violence.
- A court order protecting or separating you or a family member from the perpetrator of the qualifying act of violence, or other evidence from a court or prosecuting attorney that you or your family member has appeared in court.
- Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed healthcare provider, or counselor that you or your family member was undergoing treatment or seeking or receiving services directly related to the qualifying act of violence.
- Any other form of documentation that reasonably verifies that the qualifying act of violence occurred, including, but not limited to, a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for an authorized purpose.

Interaction with Other Leave

You may use available paid leave as permissible under applicable law.

Leave under this policy runs concurrently with leave taken pursuant to the federal Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA) when permissible under applicable law.

Confidentiality

Information related to your request for leave will be maintained as confidential and will not be disclosed except as required by law.

Retaliation

The Company will not discriminate or retaliate against you due to you or your family member's status as a victim or for requesting or obtaining leave in accordance with this policy.

Crime Victim Leave

If you are the victim of a crime, an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, First Pacific Group, Inc will provide you with unpaid leave to attend judicial proceedings related to the crime.

Immediate family member means your spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Victim means a person against whom one of the following crimes has been committed:

- A violent or serious felony, as defined under applicable law.
- A felony regarding theft or embezzlement.

When the need for leave is foreseeable, you must provide documentation of the scheduled proceeding. Such notice is typically given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or an office advocating for the victim or witness. If advance notice is not possible, you must provide appropriate documentation within a reasonable time after the absence.

You may opt to use available paid leave in place of unpaid leave in accordance with applicable law.

Information related to your request for leave will be maintained as confidential and will not be disclosed except as required by law.

The Company will not discriminate or retaliate against you due to your status as a victim or for requesting or obtaining leave in accordance with this policy.

Bone Marrow and Organ Donation Leave

First Pacific Group, Inc will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of vacation or sick pay, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

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

Military Spouse Leave

First Pacific Group, Inc provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your manager of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

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

Civil Air Patrol Leave

First Pacific Group, Inc will provide eligible employees with at least 10 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

Eligibility

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a volunteer member of the California Wing of the Civil Air Patrol.

Use of Leave

Civil Air Patrol leave for a single emergency operation may not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company.

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

Notice

If eligible, you must provide as much notice as possible of the intended dates leave will begin and end.

The Company is not required to grant Civil Air Patrol leave to you if you are required to respond to either the same or other simultaneous emergency operational mission as a first responder or disaster service worker for a local, state, or federal agency.

Certification

The Company may require certification from the proper Civil Air Patrol authority verifying your eligibility for the leave requested or taken. The Company may deny the leave if you fail to provide the required certification.

Restoration

Upon return from leave, you will be restored to your previous position or a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

Retaliation

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

Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD (www.edd.ca.gov).

First Pacific Group, Inc will be notified that you have submitted a disability insurance claim.

Safety and Loss Prevention

Indoor Heat Illness Prevention

First Pacific Group, Inc is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working in certain indoor workplaces where the indoor temperature reaches or exceeds 82 degrees Fahrenheit. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work indoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness. Such employees should be familiar with the Company's written Indoor Heat Illness Prevention Program.

This policy ensures that at-risk employees working indoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided cool-down areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to cool-down areas is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the cool-down area.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing the cool-down area, excluding the time needed to access the cool-down area.

The Company provides fresh, pure, and suitably cool drinking water at no charge throughout the day. Water will be located as close as possible to work and cool-down areas. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated. Do not wait until you are thirsty to drink water.

The Company will use control measures to minimize the risk of heat illness.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your manager if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

Outdoor Heat Illness Prevention

First Pacific Group, Inc is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your manager if you experience any symptoms or signs of heat illness or see signs of heat illness in coworkers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

Kansas Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

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

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

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Access to Personnel and Medical Records Files

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

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

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

Benefits

Emergency Service Workers Protection

First Pacific Group, Inc will not discharge you based on the fact that you perform duties as a volunteer firefighter, volunteer certified emergency medical service provider, volunteer reserve law enforcement officer, or volunteer part-time law enforcement officer.

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Leave for Victims of Domestic Violence/Sexual Assault

First Pacific Group, Inc will provide employees who are victims of domestic violence or sexual assault up to eight days of leave per year to:

- Obtain or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's children.
- Seek medical attention for injuries caused by domestic violence or sexual assault.
- Obtain services from a domestic violence shelter, domestic violence program, or rape crisis center due to domestic violence or sexual assault.
- Settle matters, including, but not limited to, court appearances in the aftermath of domestic violence or sexual assault.

In order to obtain leave under this policy, you must provide reasonable advance notice of your intention to take leave, unless such advance notice is not feasible. Within 48 hours after returning from the requested time off, you must provide documentation to support the necessity for leave. Appropriate forms of documentation include:

- A police report indicating that you were a victim of domestic violence or sexual assault.
- A court order protecting or separating you from the perpetrator of an act of domestic violence or sexual assault, or other evidence from the court or prosecuting attorney that you have appeared in court.
- Documentation from a medical professional, domestic violence advocate, or advocate for victims of sexual assault, health care provider, or counselor that you were undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence or sexual assault.

If an unscheduled absence occurs, Company will not take action against you if, within 48 hours after the beginning of the unscheduled absence, you provide certification to the Company as described above.

Any information provided by you regarding a request for leave will be kept confidential to the extent allowed by law.

Leave under this policy is unpaid; however, exempt employees may receive pay as required by law. You may opt to use PTO in place of unpaid leave.

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

Voting Leave

If your work schedule prevents you from voting on Election Day, First Pacific Group, Inc will allow you a reasonable time off to vote (at least two consecutive hours, not including your lunch period). The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

Michigan Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

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

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;

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

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's membership in a protected class.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

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

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

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

All employees under the age of 18 will receive a 30-minute meal or rest period after five hours of continuous employment.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Social Security Number Privacy

All employees must provide First Pacific Group, Inc with their Social Security numbers (SSNs) for the Company to satisfy payroll, state, and federal tax and insurance coverage requirements. Consistent with Michigan law, the Company takes reasonable steps to maintain the confidentiality of SSNs.

All documents and records containing SSNs and personal identification information are kept in a secure environment. Only authorized personnel with a legitimate business need may access records and documents (both internal and external) that contain employee SSNs and identification information.

In addition to the Company's policy protecting against the disclosure of confidential information, employees are prohibited from accessing, viewing, or using other employees' Social Security information maintained by the Company unless authorized and for lawful purposes.

When necessary, documents containing the SSNs of employees will be properly destroyed through shredding or other means before disposal.

Any employees who unlawfully or without authorization access Social Security data will be disciplined up to and including termination of employment and may be referred to authorities for possible prosecution.

Access to Personnel and Medical Records Files

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

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

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

Benefits

Earned Sick Leave - Frontloading Method

First Pacific Group, Inc provides paid earned sick leave to eligible employees in accordance with Michigan's Earned Sick Time Act.

Eligibility

Most Michigan employees are eligible for earned sick leave. If you have questions about your eligibility, contact your manager.

Reasons for Leave

Sick leave may be used for the following reasons:

- For your own or a family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care.
- If you or a family member is the victim of domestic violence or sexual assault:
 - To obtain medical care or psychological or other counseling for physical or psychological injury or disability;
 - To obtain services from a victim services organization;
 - To relocate due to domestic violence or sexual assault;
 - To obtain legal services; or
 - To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at your child's school or place of care related to:
 - The child's health or disability; or
 - The effects of domestic violence or sexual assault on the child.
- Absences necessary due to:
 - Closure of your place of business by order of a public official due to a public health emergency;
 - Your need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
 - Your, or a family member's, exposure to a communicable disease, if it has been determined by the health authorities that your or a family member's presence in the community would jeopardize the health of others because of the exposure to a communicable disease.

Family member means:

- A biological, adopted, or foster child; stepchild or legal ward; child of your domestic partner; or a child to whom you stand in loco parentis.
- Your or your spouse's/domestic partner's biological parent, foster parent, stepparent, adoptive parent, legal guardian, or an individual who stood in loco parentis to you or your spouse/domestic partner as a minor child.
- An individual to whom you are legally married under the laws of any state or your domestic partner.
- A grandparent.
- A grandchild.
- A biological, foster, or adopted sibling.
- Any other individual related to you by blood or whose close association with you is the equivalent of a family relationship.

Amount of Leave and Usage

Eligible employees will be provided 72 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is the beginning of the calendar year (January 1st).

You may only use 72 hours of sick leave per leave year. Sick leave may be used in one-hour increments. Unused sick leave is not carried over to the next leave year.

Compensation

You will be compensated for sick leave at your normal hourly wage or the applicable state minimum wage, whichever is greater.

Notice

If the need for leave is foreseeable, you must provide at least seven days' advance notice and make reasonable efforts to schedule the leave so it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. You will not be required to search for or secure a replacement worker as a condition for using sick leave.

Documentation

If leave is being used for more than three consecutive days, the Company may require reasonable documentation establishing that the leave is being used for a qualifying reason. You must provide documentation within 15 days of the request. You will be reimbursed for any out-of-pocket expenses you incur in obtaining the documentation.

Documentation signed by a healthcare professional indicating that earned sick leave is necessary will be considered reasonable documentation.

In cases of domestic violence or sexual assault, the following will be considered reasonable documentation:

- A police report indicating that you or your family member was a victim of domestic violence or sexual assault.
- A signed statement from a victim and witness advocate affirming that you or your family member are receiving services from a victim services organization.
- A court document indicating that you or your family member are involved in legal action related to domestic violence or sexual assault.

The Company will not require disclosure of details relating to domestic violence or sexual assault or the details of your or your family member's medical condition as a condition of providing medical leave.

If the Company obtains health information or information pertaining to domestic violence or sexual assault about you or your family member, the Company will treat that information as confidential and will not disclose that information except to you or with your permission.

Payment upon Termination

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

Transfers

If you transfer to another division, entity, or location, you will retain all unused sick leave and may use it as described in this policy.

Reinstatement of Leave upon Rehire

If you separate from the Company and are rehired within two months, the Company will reinstate previously unused sick leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy. If you believe your rights under the law have been violated, you may file a complaint with the Michigan Department of Labor and Economic Opportunity (www.michigan.gov/leo).

Crime Victim Leave

First Pacific Group, Inc will provide eligible employees time off from work to respond to a subpoena or request by the prosecuting attorney for the purposes of giving testimony.

Eligibility

To be eligible for time off under this policy, you must be a victim of crime or a victim representative.

A **victim** is an individual who has suffered direct or threatened physical, financial, or emotional harm as a result of the commission of a crime.

A **victim representative** is an individual who is:

- A guardian or custodian of a child of a deceased victim if the child is less than 18 years of age.
- A parent, guardian, or custodian of a victim of assault if the victim is less than 18 years old.
- A person who has been designated to act in place of a victim of assault while the victim is physically or emotionally disabled.

Compensation

Time off granted under this policy will be unpaid; however, exempt employees may be compensated as required by applicable law.

Notice

Upon receiving a subpoena, provide your manager with reasonable advance notice of the need for leave. If advance notice is not practicable, provide appropriate documentation within a reasonable time after the absence.

Retaliation

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

Employment Protections for Civil Air Patrol Members

If you are a member of the Civil Air Patrol, First Pacific Group, Inc will not discriminate against, discipline, or discharge you because of your membership or because you are absent from work due to your response to an emergency declared by the governor, or by the President of the United States.

If you are a member of the Civil Air Patrol, you must notify the Company of your membership upon hiring or within 30 days of the date you join, whichever is later.

To be entitled to the protections provided by this policy, you must provide the Company with as much notice as possible of the dates you will be absent from work due to the emergency. You must also provide the Company with verification from the Civil Air Patrol of the emergency need for your service. Time missed from work while responding to the emergency will be treated as unpaid time off.

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Missouri Policies

Safety and Loss Prevention

Accommodations for Victims of Domestic/Sexual Violence

First Pacific Group, Inc will provide a reasonable safety accommodation for employees who are victims of domestic or sexual violence, or who have family or household members who are victims of domestic or sexual violence, provided the accommodation would not pose an undue hardship on Company business.

Reasonable safety accommodation means an adjustment to a job structure, workplace facility, or work requirement which may include, but is not limited to:

- Transfer or reassignment;
- Modified work schedule;
- Change in work telephone number, email address, or workstation;
- Installed locks;
- Implementing safety procedures; or
- Assistance in documenting domestic violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic violence.

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

After receiving your request for a safety accommodation, the Company will work with you to explore potential accommodations. Any urgent circumstances or danger facing you or your family or household member will be considered in determining whether the accommodation is reasonable. The Company encourages you to suggest specific accommodations that you believe would be effective. However, the Company is not required to make any requested accommodation and may provide an alternative accommodation that can be made without imposing an undue hardship on the Company.

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

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age, race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), sexual stereotyping, pregnancy (including childbirth, lactation, and related medical conditions), marital status, physical or mental disability, genetic information (including testing and characteristics), association with anyone who is a member of a protected class, AIDS/HIV status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to,

recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

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

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's membership in a protected class.

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

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and

- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

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

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

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Access to Personnel and Medical Records Files

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

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

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

Benefits

Paid Sick Leave - Frontloading Method

First Pacific Group, Inc provides paid sick leave to eligible employees in accordance with Missouri law.

Eligibility

Most Missouri employees are eligible for paid sick leave. If you have questions regarding your eligibility, contact Human Resources.

Reasons for Leave

Sick leave may be used for the following reasons:

- For your own or a family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or preventative medical care.
- Absences due to:
 - Closure of your workplace by order of a public official due to a public health emergency;
 - Your need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or
 - Your own, or a family member's, exposure to a communicable disease, if it has been determined by the health authorities or by a healthcare provider that you or the family member's presence in the community may jeopardize the health of others because of the exposure.
- If you or a family member is the victim of domestic violence, sexual assault, or stalking:
 - To obtain medical attention needed to recover from physical or psychological injury or disability caused by the domestic violence, sexual assault, or stalking;
 - To obtain services from a victim services organization;
 - To obtain psychological or other counseling;
 - To relocate or take steps to secure an existing home; or
 - To obtain legal services, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual assault, or stalking.

Family member means:

- A biological, adopted, or foster child; stepchild or legal ward; child of your domestic partner; a child to whom you stand in loco parentis; or an individual to whom you stood in loco parentis when the individual was a minor child.
- Your or your spouse/domestic partner's biological, adoptive, or foster parent; stepparent; legal guardian; or an individual who stood in loco parentis to you or your spouse/domestic partner as a minor child.
- An individual to whom you are legally married under the laws of any state, your domestic partner who is registered as such under the laws of any state or political subdivision, or an individual with whom you are in a continuing social relationship of a romantic or intimate nature.
- Your or your spouse/domestic partner's grandparent, grandchild, or sibling (whether biological, foster, adoptive, or step relationship).
- A person to whom you are responsible for providing or arranging health- or safety-related care, including, but not limited to, helping that individual obtain diagnostic, preventive, routine, or therapeutic health treatment or ensuring the person is safe following domestic violence, sexual assault, or stalking.

Amount of Leave and Usage

Eligible employees will be provided 56 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is a calendar year, running from January 1 through December 31.

You may use sick leave immediately, and you may only use 56 hours of leave per year. Sick leave may be used in one-hour increments.

Unused leave will be carried over to the next leave year, up to a maximum cap of 80 hours; however, you may only use 56 hours of sick leave per leave year.

Compensation

You will be compensated for sick leave at the same hourly rate and with the same benefits, including healthcare benefits, that you normally earn or the applicable state minimum wage, whichever is greater.

Notice

If the need for leave is foreseeable, you must make a good faith effort to provide notice of the need for leave in advance and make a reasonable effort to schedule the leave so that it does not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. You will not be required to search for or secure a replacement worker as a condition for using sick leave. When possible, notice should include the expected duration of the absence.

Documentation

If leave is being used for three or more consecutive workdays, the Company may require you to provide reasonable documentation establishing that leave is for a qualifying reason.

Documentation signed by a healthcare professional indicating that sick leave is necessary will be considered reasonable documentation.

In cases of domestic violence, sexual assault, or stalking, the following will be considered reasonable documentation:

- A police report indicating that you or your family member was a victim of domestic violence, sexual assault, or stalking;
- A written statement from an employee or agent of a victim service provider affirming that you or your family member is or was receiving services from the provider;
- Documentation signed by a healthcare professional from whom you or your family member sought assistance relating to domestic violence, sexual assault, or stalking, or the effects thereof;
- A court document indicating that you or your family member is or was involved in a legal action related to domestic violence, sexual assault, or stalking; or
- A written statement from you affirming that you or your family member is using sick leave for a qualifying purpose.

The documentation is not required to explain the nature of the illness, details of the underlying health needs, or the details of the domestic violence, sexual assault, or stalking, unless otherwise required by law. Any information obtained related to your request for leave will be treated as confidential and will not be disclosed to others without your written permission.

Payment upon Termination

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

Transfers

If you transfer to another Company division, entity, or location within Missouri, you will retain all granted sick leave and may use it as described in this policy.

Reinstatement of Leave upon Rehire

If you separate from the Company and are rehired within nine months, the Company will reinstate previously unused sick leave.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy. If you believe your rights under the law have been violated, you may file a complaint with the Missouri Department of Labor and Industrial Relations (see contact information below) or file a civil action.

Missouri Department of Labor and Industrial Relations Division of Labor Standards

P.O. Box 449
Jefferson City, MO 65102-0449
Telephone: 573-751-3403
Fax: 573-751-3721
Email: laborstandards@labor.mo.gov

Domestic/Sexual Violence Leave

In accordance with Missouri law, First Pacific Group, Inc will provide eligible employees with up to one week of unpaid domestic/sexual violence leave in any 12-month period.

Eligibility

You are eligible for leave if you are the victim of domestic or sexual violence or have a family or household member who is the victim of domestic or sexual violence.

Leave Usage

You may use leave available under this policy to:

- Seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to you or your family or household member;
- Obtain services from a victim services organization for you or your family or household member;
- Obtain psychological or other counseling for you or your family or household member;
- Participate in safety planning, temporarily or permanently relocating, or taking other actions to increase your safety or the safety of your family or household member from future domestic or sexual violence or to ensure economic security; or
- Seek legal assistance or remedies to ensure your health and safety or the health and safety of your family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

For purposes of this policy:

- Family or household member means your spouse, parent, child, other person related by blood or by present or prior marriage, other person who shares a relationship through a child, and persons jointly residing with you in the same household.
- Parent means your biological parent or someone who stood in loco parentis of you when you were younger.
- Child means your biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person for which you are standing in loco parentis, who is under 18 years of age, or is 18 years of age or older and incapable of self-care because of a mental or physical disability and is a victim of domestic or sexual violence

Leave under this policy may be taken intermittently or on a reduced work schedule.

Notice

You must provide at least 48 hours' advance notice of your intent to take leave under this policy unless doing so is not practical. If an unscheduled absence occurs, the Company will not take any action against you if you provide the certification described below within a reasonable time after the absence.

Certification

When requesting leave under this policy, you may be required to provide certification that you or your family or household member is a victim of domestic or sexual violence and that the leave is for one of the purposes listed above. You must provide such certification within a reasonable time after it is requested.

You may satisfy the certification requirement by providing the Company with a sworn statement accompanied by:

- Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom you or your family or household member has sought assistance;
- A police or court record; or
- Other corroborating evidence.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage.

If you fail to return from leave at the conclusion of your leave entitlement, the Company may recover any premium that the Company paid for maintaining coverage for you and/or your family or household member. This does not apply in situations where your failure to return was based on:

- The continuation, recurrence, or onset of domestic violence, sexual violence, abuse, a sexual assault, or human trafficking that entitled you to leave under this policy; or
- Other circumstances beyond your control.

If you claim you are unable to return to work due to one of the reasons listed above, you may be required to provide documentation supporting the need for your absence. This may include:

- Your sworn statement;
- Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom you sought assistance in addressing domestic or sexual violence and the effects of such violence;
- A police or court record; or
- Other corroborating evidence.

Reinstatement

Upon return from leave, you will be reinstated to your original position or an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. You will not lose any benefits that accrued before leave was taken.

Confidentiality

The Company will treat information provided under this policy as confidential and will not disclose such information unless agreed to in writing by you or required by law.

Retaliation

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

Civil Air Patrol Leave

First Pacific Group, Inc will provide eligible employees who are members of the Civil Air Patrol with unpaid time off to engage in the performance of a Civil Air Patrol emergency or a counter-narcotics mission.

Eligibility

To be eligible for Civil Air Patrol leave, you must be a member of the Civil Air Patrol and be either:

- Qualified for a Civil Air Patrol emergency service specialty; or
- Certified to fly counter-narcotics missions.

Use of Leave

Civil Air Patrol leave is capped at 15 workdays per calendar year. However, this cap does not apply when responding to a state or nationally declared emergency in Missouri.

You will not lose any leave, or any other rights or benefits, to which you would have otherwise been entitled while on Civil Air Patrol leave.

The Company may request that you be excused from responding to a specific mission, which your supervising wing commander must grant.

Notice

Provide as much notice as possible of your intent to take leave. The Company may ask you to provide documentation verifying your Civil Air Patrol service.

Retaliation

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

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Victim and Witness Leave

First Pacific Group, Inc realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding either as a witness or as a crime victim (or a close family member of a crime victim), you must inform your manager as soon as possible to make scheduling arrangements. The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid; however, exempt employees may receive pay as required by applicable law. You may opt to use PTO for any unpaid leave.

You are expected to return to work if you are excused from the criminal proceedings during regular working hours or released from the criminal proceeding earlier than expected.

This policy does not apply to employees seeking leave because they have committed or are alleged to have committed a criminal act.

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

Voting Leave

If your work schedule prevents you from having three consecutive hours of time off work when voting polls are open, upon prior notice to First Pacific Group, Inc, you may take up to three hours off work for the purpose of voting. The timing of your leave will be determined by your manager.

New Mexico Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older), race (including traits historically associated with race, which include hair texture or length, protective hairstyles or cultural or religious headdresses such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, afros, weaves, wigs, head wraps, hijabs, and other headdresses used as part of an individual's personal cultural or religious beliefs), color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;

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

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

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

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

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

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Access to Personnel and Medical Records Files

First Pacific Group, Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits

selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

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

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

Benefits

Domestic Abuse Victim Leave

If you, or one of your family members, are a victim of domestic abuse, First Pacific Group, Inc will provide you with up to 14 days of leave per calendar year, with a maximum of eight hours per day, for the purposes of:

- Obtaining a protection order or similar judicial relief.
- Meeting with law enforcement officials.
- Consulting with attorneys or district attorneys' victim advocates.
- Attending court proceedings.

As used in this policy, **family member** includes your minor child or a person for whom you are the legal guardian.

Time off under this policy is without pay; however, exempt employees will be paid in accordance with applicable law. You may choose to use any accrued sick leave or other available paid time off for leave under this policy. Health coverage and eligibility for other benefits will continue during the leave of absence.

If the need for domestic abuse leave is foreseeable, provide reasonable advance notice to your manager. Where domestic abuse leave is taken in an emergency, you or your representative must provide notice within 24 hours of taking leave. You may be required to provide one of the following verifying the need for domestic abuse leave:

- A police report indicating that you or a family member was a victim of domestic abuse.
- A copy of an order of protection or other court evidence produced in connection with an incident of domestic abuse; however, the document does not constitute a waiver of confidentiality or privilege between you and your advocate or attorney.
- A written statement from you indicating that the domestic abuse leave was taken for the purpose of obtaining an order of protection or other judicial relief from domestic abuse, to meet with law enforcement officials, to consult with attorneys or victim advocates, or to attend court proceedings related to the domestic abuse.
- The written statement of an attorney representing you, a district attorney's victim advocate, a law enforcement official, or a prosecuting attorney that you or your family member appeared or are scheduled to appear in court in connection with an incident of domestic abuse.

Information regarding domestic abuse leave will be kept strictly confidential and will only be disclosed with your consent or as required by law.

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

Isolation and Quarantine Leave

First Pacific Group, Inc provides unpaid leave to employees who need to isolate or quarantine in accordance with a court order.

Provide notice of your need for leave as soon as practical.

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

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Paid Sick Leave (Frontloading Method)

First Pacific Group, Inc provides paid sick leave to eligible employees in accordance with New Mexico's Healthy Workplaces Act (HWA). The benefits and protections provided by this policy may not be waived.

Eligibility

All employees (including part time, exempt, seasonal, and temporary) who work in New Mexico are eligible for sick leave.

Reasons for Leave

Sick leave may be taken for the following reasons:

- For your own or a family member's mental or physical illness, injury, or health condition; need for medical diagnosis, care, or treatment; or need for preventive medical care.
- For meetings at your child's school or place of care related to the child's health or disability.
- For absences related to you or a family member being a victim of domestic abuse, sexual assault, or stalking, provided that leave is used to:
 - Obtain medical or psychological treatment or counseling;
 - Relocate;
 - Prepare for or participate in legal proceedings; or
 - Obtain other services related to the domestic abuse, sexual assault, or stalking.

Family member means your spouse or domestic partner or a person related to you or your spouse or domestic partner as:

- A biological, adopted, or foster child, stepchild, legal ward, or child to whom you stand in loco parentis.
- A biological, adoptive, or foster parent, stepparent, legal guardian, or a person who stood in loco parentis to you when you were a minor child.
- A grandparent.
- A grandchild.
- A biological, adopted, foster, or step sibling.
- A spouse or domestic partner of a family member.
- An individual whose close association with you or your spouse or domestic partner is the equivalent of a family relationship.

Domestic partner means an individual with whom another individual maintains a household and a mutual committed relationship without a legally recognized marriage.

Amount of Leave and Usage

Eligible employees will be provided 64 hours of sick leave at the beginning of each leave year. For purposes of this policy, the leave year is any consecutive 12-month period (e.g., calendar year, fiscal year, employee work anniversary, etc.)). If you started employment after the beginning of the leave year, you will be provided a pro rata portion of the 64 hours for use in the remainder of the initial leave year as required by law.

You may use sick leave immediately. The smallest amount of sick leave you may take is in one hour increments. You may carry over up to 64 hours of unused sick leave to the following leave year; however, you may still only use 64 hours of sick leave per year.

You will not be required to find a replacement worker as a condition of being permitted to use sick leave and you will not be required to use other paid leave before using sick leave.

Compensation

You will be compensated for sick leave at your regular hourly rate and benefits.

Notice

If the need for leave is foreseeable, you must make a reasonable effort to provide notice before taking leave. If unforeseeable, provide notice as soon as practical. If known, notice should include the expected length of the absence. Notice may be written or verbal.

You must make a reasonable effort to schedule planned sick leave in a manner that does not unduly disrupt business operations.

Documentation

If you are absent for two or more consecutive days, you may be requested to provide reasonable documentation verifying that the leave is being taken for permitted purposes.

Reasonable documentation means documentation signed by a health care professional (not necessarily a doctor) indicating the sick leave taken is necessary.

For absences related to domestic abuse, sexual assault, or stalking, you may provide one of the following:

- A police report.
- A court-issued document.
- A statement signed by a victim services organization, clergy member, attorney, advocate, you, a family member, or any other person.

The signed statement does not have to be notarized or be in any particular format. It only needs to affirm you took sick leave for a permitted purpose. The statement does not have to be in English; it can be in your native language.

When documentation is required, you must timely provide it to the Company upon request. You must provide the documentation within 14 days of the date you return to work.

The Company will never require that the documentation explain the nature of any medical condition or the details of the domestic abuse, sexual assault, or stalking. Furthermore, the Company will not delay the use of sick leave because it has not yet received documentation.

All information and documentation received regarding your reasons for taking sick leave is confidential. The Company will not disclose this information except with your permission as necessary for validation of

disability insurance claims, accommodations consistent with the federal Americans with Disabilities Act (ADA), as required by the Healthy Workplaces Act, or by court order.

Payment upon Termination

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

Reinstatement of Sick Leave upon Rehire

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

Transfers

If you are transferred to a separate division, entity, or location but are still employed by the Company, you are entitled to keep and use all sick leave you earned prior to transfer.

Change in Ownership of the Company

If a different employer succeeds or takes the place of the Company, if you remain employed by the successor employer, you will keep all accrued sick leave and may use it with the successor employer.

Interaction with Other Leave

Sick leave will run concurrently with other types of leave where permitted under applicable law.

Collective Bargaining Agreements

The HWA does not pre-empt or override the terms of any collective bargaining agreement. The sick leave provided by this policy, in accordance with the HWA, is in addition to any paid time off provided by the Company pursuant to a collective bargaining agreement, unless that paid time off provided may be used for the same purposes and under the same terms and conditions as the HWA.

Retaliation

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

Voting Leave

First Pacific Group, Inc encourages all employees to exercise their right to vote. If your work hours begin two or more hours after the polls open or end three or more hours before the polls close, you will be considered to have sufficient time outside of work to vote. If your work schedule does not allow sufficient time, you may take up to two hours of time off to vote, without loss of pay.

You must provide reasonable advance notice of the need for time off to vote so that the time off can be scheduled to minimize disruption to normal work schedules. Proof of having voted may be required.

The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

Ohio Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

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

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

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on [the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Access to Personnel and Medical Records Files

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

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

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

Benefits

Crime Victim and Witness Leave

First Pacific Group, Inc realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your manager as soon as possible to make arrangements for a leave of absence. This includes instances when you have been requested by the prosecutor to participate in the preparation of the criminal case against the suspect.

The Company may require you to provide proof of your need to attend the proceedings to the extent authorized by law.

Leave under this policy will be unpaid unless otherwise required by applicable law. You may opt to use available PTO in place of unpaid leave.

Any information related to your leave will be kept confidential by the Company to the extent possible.

This policy does not apply to employees seeking leave because they have committed, or are alleged to have committed, an offense against the Company or an offense involving them during the course of their employment.

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

Election Official Leave

First Pacific Group, Inc will provide employees who are precinct election officials with unpaid leave for registration and/or Election Day to perform the duties of their position.

Provide as much notice as possible of your need for leave.

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

Emergency Services Leave

If you are a volunteer firefighter or a volunteer provider of emergency medical services, First Pacific Group, Inc will not discharge, discriminate, or take any other disciplinary action against you for failing to report to work on time or for being absent from work because you were responding to an emergency. Work time missed for responding to an emergency will be unpaid.

You must notify the Company of your status as a current volunteer firefighter or volunteer provider of emergency medical services, including when your status as such is terminated.

If you intend to become a volunteer firefighter or a volunteer provider of medical services, you must provide written notification to the Company of your status as a volunteer no later than 30 days after receiving your certification. This notification must be signed by:

- The chief of the volunteer fire department with which you serve; or
- The medical director or chief administrator of the cooperating physician advisory board of the emergency medical organization with which you serve.

If you are going to be late or absent from work because you have responded to an emergency, you must make every effort to notify the Company. If you are unable to notify the Company due to the extreme circumstances of the emergency or your inability to contact the Company, you must provide a written statement from the applicable director or chief explaining why prior notice was not given.

The Company may also request you provide a written statement from the applicable director or chief verifying the date and time you responded to the emergency.

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Military Family Leave

First Pacific Group, Inc will provide eligible employees with up to 10 days or 80 hours (whichever is less) of unpaid military family leave in a calendar year.

To be eligible for leave, you must meet the following criteria:

- Have been employed with the Company for at least 12 consecutive months and for at least 1,250 hours in the 12 months immediately preceding commencement of the leave.
- Must be the parent, spouse, or a person who has or had legal custody of a person who is a member of the uniformed services and is called into active duty in the uniformed services for a period longer than 30 days, or is injured, wounded, or hospitalized while serving on active duty in the uniformed services.
- Have exhausted all other available leave, except sick leave or disability leave.

You must provide at least 14 days' notice prior to taking the leave if the leave is taken due to a call to active duty. At least two days' notice must be provided if the leave is taken due to an injury, wound, or hospitalization. If the covered family member's situation is critical or life threatening, no notice is required.

You may take leave no more than two weeks prior to, or one week after, the covered family member's deployment date.

You may be required to provide certification from the appropriate military authority to verify that the above leave eligibility criteria is satisfied.

The Company will continue to provide benefits while you are on leave under this policy. You will be responsible for the same proportion of the cost of the benefits as you regularly pay when not on leave.

Leave under this policy is unpaid; however, exempt employees may receive pay for partial day absences, as required by applicable law.

Upon return from leave, you will be restored to the position you held prior to taking the leave or a position with equivalent seniority, benefits, pay, and other terms and conditions of employment.

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

Voting Leave

If your work schedule prevents you from voting on Election Day, First Pacific Group, Inc will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your manager, consistent with applicable legal requirements.

Oklahoma Policies

Hiring and Orientation Policies

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

First Pacific Group, Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including, but not limited to, recruiting, hiring, placement, transfer, training, promotion, rates of pay, other compensation, termination, and all other terms, conditions, and privileges of employment.

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

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

Policy Against Workplace Harassment

First Pacific Group, Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or another person's body;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;

- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

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

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

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or any member of management.

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

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

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

Wage and Hour Policies

Accommodations for Nursing Mothers

First Pacific Group, Inc will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, the Company will provide you a private, secure, and sanitary room or other location, other than a restroom, in close proximity to the work area to express milk or to breastfeed a nursing child. The room or location will be shielded from view and free from intrusion from coworkers and the public.

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

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

You are encouraged to discuss the length and frequency of these breaks with your manager.

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

Meal and Rest Periods

First Pacific Group, Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your manager regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your manager know; in addition, notify your manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

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

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

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At First Pacific Group, Inc, the standard pay period is biweekly for all employees. Pay dates are Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your manager if this type of date arises.

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

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

General Policies

Access to Personnel and Medical Records Files

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

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

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

Benefits

Jury Duty Leave

First Pacific Group, Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your manager as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use PTO in place of unpaid leave.

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

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

Voting Leave

If you are a registered voter and have less than three hours outside of your working hours to vote while the polls are open, First Pacific Group, Inc will provide you with two hours off, without loss of pay, to vote during your work hours on the day of election or a day in which in-person absentee voting is allowed. Additional time will be provided, as needed, if your distance to the voting location requires more time.

You must provide oral or written notice of the need for time off to vote at least three days prior to the election or the day of in-person absentee voting so that time off can be scheduled to minimize disruption to normal work schedules.

You must submit proof of voting to your manager upon return to work in order to be paid for the missed work time. The Company may specify the hours during which you may be absent.

Closing Statement

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

Sean Olson, President

First Pacific Group, Inc

Acknowledgment of Receipt and Review

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

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

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

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

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

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

Signature

Date

Print Name

APPENDIX

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

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

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

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

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

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

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

Am I eligible to take FMLA leave?

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

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

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

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

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

How do I request FMLA leave?

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

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

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

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

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

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

What does my employer need to do?

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

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

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

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

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

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

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



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME

