



# Employee Handbook & Progressive Discipline Policy

RSIG Security  
1290 Worcester Road, Suite 1  
Framingham, MA 01702



## **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to assist you in finding the answers to many questions that you may have regarding your employment with RSIG Security, Inc.. Please take the necessary time to read it.

We do not expect this handbook to answer all of your questions. Your Supervisor and Human Resources also will be a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation nor does it confer any contractual rights whatsoever. RSIG Security, Inc. adheres to the policy of employment at will, which permits the Company or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.

No Company representative other than the President or the HR Director may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Company documents. These Company documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and the President or the HR Director.

This handbook supersedes all prior handbooks.

# Table of Contents

<b>Section 1 - Governing Principles of Employment</b>	<b>1</b>
1-1. Welcome Statement	1
1-2. Equal Employment Opportunity	1
1-3. Non-Harassment	1
1-4. Sexual Harassment	2
1-5. Drug and Alcohol-Free Workplace	3
1-6. Workplace Violence	3
<b>Section 2 - Operational Policies</b>	<b>5</b>
2-1. Employee Classifications	5
2-2. Salary Advances	5
2-3. Timekeeping Procedures	5
2-4. Overtime	6
2-5. Travel Time for Non-Exempt Employees	6
2-6. Safe Harbor Policy for Exempt Employees	7
2-7. Your Paycheck	8
2-8. Direct Deposit	8
2-9. Performance Reviews	8
2-10. 90 Day Probation Period	8
2-11. Your Employment Records	9
2-12. Working Hours and Schedule	9
2-13. Job Postings	9
<b>Section 3 - Benefits</b>	<b>10</b>
3-1. Benefits Overview	10
3-2. Holidays	10
3-3. Vacations	11
3-4. Lactation Breaks	11
3-5. Insurance Programs	11
3-6. Workers' Compensation	12
3-7. Jury Duty Leave	12
3-8. Bereavement Leave	12
3-9. Voting Leave	12
3-10. Earned Sick Time	12

<b>Section 4 - Leaves of Absence</b>	<b>16</b>
4-1. Personal Leave	16
4-2. Military Leave	16
4-3. Parental Leave	16
4-4. Family and Medical Leave	17
<b>Section 5 - General Standards of Conduct</b>	<b>24</b>
5-1. Workplace Conduct	24
5-2. Punctuality and Attendance	25
5-3. Attendance and Tardiness	28
5-4. Use of Communications and Computer Systems	29
5-5. Use of Social Media	29
5-6. Personal and Company-Provided Portable Communication Devices	30
5-7. Inspections	31
5-8. Smoking	31
5-9. Personal Visits and Telephone Calls	32
5-10. Solicitation and Distribution	32
5-11. Confidential Company Information	32
5-12. Conflict of Interest and Business Ethics	32
5-13. Use of Facilities, Equipment and Property, Including Intellectual Property	33
5-14. Health and Safety	33
5-15. Hiring Relatives/Employee Relationships	34
5-16. Employee Dress and Personal Appearance	34
5-17. Publicity/Statements to the Media	35
5-18. Operation of Vehicles	35
5-19. Business Expense Reimbursement	36
5-20. References	36
5-21. If You Must Leave Us	36
5-22. Exit Interview	37
5-23. A Few Closing Words	37
5-24. Progressive Discipline Policy	37
<b>General Handbook Acknowledgment</b>	<b>40</b>
<b>Receipt of Sexual Harassment Policy</b>	<b>41</b>



## Section 1 - Governing Principles of Employment

### 1-1. Welcome Statement

For those of you who are commencing employment with RSIG Security, Inc. ("RSIG Security, Inc." or the "Company"), on behalf of RSIG Security, Inc., welcome. We hope you will enjoy your work here. We are glad to have you with us.

For those of you who have been with us, thank you for your past and continued service.

We understand that it is our employees who provide the services that our customers rely upon, and who will grow and enable us to create new opportunities in the years to come.

### 1-2. Equal Employment Opportunity

RSIG Security, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let the HR Director know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to the HR Director.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Director. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

### 1-3. Non-Harassment

It is RSIG Security, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion,

marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the HR Director. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Vice President of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

## 1-4. Sexual Harassment

It is RSIG Security, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the HR Director. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Vice President of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy.

Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475  
Boston, Massachusetts 02203 (617) 565-3200 The Massachusetts Commission Against Discrimination  
("MCAD") Boston Office: One Ashburton Place, Room 601 Boston, Massachusetts 02108 (617) 727-3990  
Springfield Office: 436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

## 1-5. Drug and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises) or while representing the Company, is strictly prohibited. Employees and other individuals who work for the Company also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge. The Company does random drug testing.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves. RSIG is a drug free company on and off duty.

## 1-6. Workplace Violence

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile,

aggressive, injurious or destructive action undertaken for

## **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom you feel comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## Section 2 - Operational Policies

### 2-1. Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

**Full-Time Employees** - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

**Part-Time Employees** - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

**Short-Term Employees** - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Company benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. You will be informed of your classifications upon hire and informed of any subsequent changes to your classifications.

**Eligible Employees** - Any employee who is full or part time may be eligible for shift benefits. Eligibility is needed for occurrences such as leave or holiday pay. To be considered eligible, the employee needs to be assigned the shift involved. For example, an employee will not receive holiday pay if they are not scheduled to work that holiday. Shifts cannot be accepted if a known occurrence is happening that day, i.e. upcoming jury duty, in order to receive eligibility based benefits. Specific occurrence details can be found in Section 3-Benefits.

### 2-2. Salary Advances

RSIG Security, Inc. does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

### 2-3. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on forms as prescribed by management.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

## 2-4. Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Your Supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide you with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12:01 AM on Sunday and ends 12:00 AM on Saturday.

## 2-5. Travel Time for Non-Exempt Employees

### **Overnight, Out-of-Town Trips**

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

### **Commuting Time**

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

## 2-6. Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure that you are paid properly and that no improper deductions are made, you must review your pay stubs promptly to identify and report all errors.

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours you may work for the Company. This salary will be established at the time of hire or when you become classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, unless state law requires otherwise, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability.
- Full-day disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave absences (either full- or partial-day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event you work less than a full week.
- Any full work week in which you do not perform any work.

Your salary may also be reduced for certain types of deductions such as your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability.
- Your absence on a day because your employer has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to your accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your supervisor. If the supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the HR Department or any other supervisor in the Company with whom you feel comfortable.

## 2-7. Your Paycheck

You will be paid bi-weekly for all the time you have worked during the past pay period.

Your payroll stub itemizes deductions made from your gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received.

If you believe there is an error in your pay, bring the matter to the attention of your direct supervisor or manager immediately so the Company can resolve the matter quickly and amicably.

## 2-8. Direct Deposit

RSIG Security, Inc. strongly encourages employees to use direct deposit. Authorization forms are available from the Manager of Human Resources.

## 2-9. Performance Reviews

Depending on your position and classification, RSIG Security, Inc. endeavors to review your performance annually. However, please understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, the Company encourages you and your Supervisor to discuss your job performance on a frequent and ongoing basis.

## 2-10. 90 Day Probation Period

An employee's first ninety (90) days of employment are on a trial basis and are considered a continuation of the employment selection process. The ninety (90) day probationary period provides RSIG Security an opportunity to observe and evaluate the capacity of the employee, which includes the employee's ability to satisfactorily perform the essential functions of his or her job; and to observe and evaluate the employee's work habits and conduct, including attendance and the employee's relationship with coworkers and superiors. During this probationary period, RSIG Security may terminate employment immediately, with or without cause and with or without notice. Likewise, the employee may also terminate his or her employment with RSIG Security at any time, with or without notice and with or without cause. This 90 day probationary period is not a term of employment and is not intended, nor does it, impact the at will nature of the relationship between RSIG Security and the employee.

## 2-11. Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the HR Department of any changes. The employee also should inform the HR Department of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

## 2-12. Working Hours and Schedule

RSIG Security, Inc. normally is open for business from 8:00 am to 4:00 pm, Monday through Friday. The employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

Employees will be provided meal and rest periods as required by law. A Supervisor will provide further details.

## 2-13. Job Postings

RSIG Security, Inc. is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- Should be a current, regular, full-time or part-time employee
- Been in your current position for at least six months
- Maintain a performance rating of satisfactory or above
- Should not be on an employee conduct/performance-related probation or warning
- Must meet the job qualifications listed on the job posting
- Required to provide the employee's manager with notice prior to applying for the position

If the employee finds a position of interest on the job posting website and meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Company reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

## Section 3 - Benefits

### 3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is RSIG Security, Inc.'s policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet your present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs RSIG Security, Inc. provides for you and your family. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for your general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon your request from the Human Resources Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, RSIG Security, Inc. (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If you have any questions regarding your benefits, please contact the Human Resources Department.

### 3-2. Holidays

All eligible employees will be paid for the following holidays:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Any employee whom is scheduled to work on a holiday will receive holiday pay. Every event is not guaranteed to include holiday pay. Further information about future events and holiday pay should be brought to an event manager or to the Human Resources Department.

### 3-3. Vacations

The Company's current vacation plan is only available for full-time employees. The time off schedule is as follows:

1 year of service - 3 days

2 years of service - 5 days

5 years of service - 10 days

10 years of service - 15 days

### 3-4. Lactation Breaks

The Company will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Company will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Please advise management if you need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

### 3-5. Insurance Programs

Full-time employees may participate in the Company's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the

benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

### 3-6. Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to your Supervisor. Failure to follow Company procedures may affect your ability to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

### 3-7. Jury Duty Leave

RSIG Security, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law.

The Company will pay regularly employed jurors their regular wages for the first three days of jury service. Courts may excuse employers from the duty to compensate juror-employees in cases of extreme financial hardship. In such cases, the court will award the juror reasonable compensation in lieu of wages, up to \$50 a day, for the first three days of juror service. Alternate jurors will receive the same payments and reimbursements from their employers and the commonwealth as jurors.

### 3-8. Bereavement Leave

We know the death of a family member is a time when you wish to be with the rest of your family. If you lose a close relative, you will be allowed paid time off of up to three (3) work days to assist you in attending to your obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. You must inform your Supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death.

### 3-9. Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

## 3-10. Earned Sick Time

### **Eligibility**

The RSIG Security, Inc. provides earned sick time to employees whose primary place of work is in Massachusetts. For employees whose primary place of work is in Massachusetts who are eligible for sick time under the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Paid Sick Time policy and/or any other applicable sick time/leave ordinance.

### **Accrual**

Employees begin accruing earned sick time on July 1, 2015 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of earned sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

### **Usage**

Employees who have been employed for at least 90 days as of July 1, 2015 may use earned sick time as it accrues. Employees who have been employed for less than 90 days as of July 1, 2015 and employees hired on or after July 1, 2015, may begin using accrued earned sick time on the 90th day of employment. The smallest amount of earned sick time an employee can use is one (1) hour. For uses beyond one (1) hour, employees may use earned sick time in hourly increments or in the smallest increment the payroll system uses to account for absences or use of other time. An employee may not use more than 40 hours of earned sick time in any calendar year.

Employees may use earned sick time for the following reasons:

1. to care for the employee's child (which includes a biological, adopted or foster child, stepchild, legal ward or child of a person standing in loco parentis), spouse (as defined by the marriage laws of the commonwealth, which includes a partner in a same-sex marriage), parent or parent of a spouse, who is suffering from a physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
2. to care for the employee's own physical or mental illness, injury or medical condition that requires home care, professional medical diagnosis or care or preventative medical care;
3. to attend the employee's routine medical appointment or a routine medical appointment for the employee's child, spouse, parent or parent of spouse;
4. for travel to and from an appointment, a pharmacy or other location related to the purpose for which earned sick time was taken; or
5. to address the psychological, physical or legal effects of domestic violence.

Earned sick time may not be used as an excuse to be late for work if the lateness is not related to one of the reasons described above. Additionally, employees may not accept a specific shift assignment with the intention of calling out sick for all or part of the shift.

Use of earned sick time will run concurrently with time off provided under Family and Medical Leave, Massachusetts

Parental Leave, Massachusetts Domestic Violence Leave, Massachusetts Small Necessities Leave or time off pursuant to any other applicable law, if applicable and to the extent permitted by applicable law.

### **Notice and Documentation**

Employees must comply with the attendance and call-in policy when providing notice. Employees must make a good faith effort to provide notice of this need to use earned sick time if the need is foreseeable. Specifically, if an employee's need for the use of earned sick time is due to a pre-scheduled or foreseeable absence, seven (7) days advance notice to Any manager is required. If an employee anticipates a multi-day absence from work, employees must provide notification of the expected duration of the leave or, if unknown, must provide notification on a daily basis, unless the circumstances make such notice unreasonable. If an employee's need for the use of earned sick time is unforeseeable, notice must be provided as soon as practicable under the circumstances.

When providing notice or reporting an absence for a covered purpose, employees are not required to explicitly reference earned sick time, but the RSIG Security, Inc. may, in accordance with applicable laws regarding privacy and confidentiality of medical information, review with employees the covered purposes for which earned sick time may be used.

For any earned sick time used, employees must verify in writing that they have used the time for a covered reason, but will not be required to explain the nature of the illness or the details of the domestic violence.

The RSIG Security, Inc. will also require supporting documentation if an employee's use of earned sick time:

1. covers more than 24 consecutively scheduled work hours or three (3) consecutive scheduled work days;
2. occurs within two (2) weeks prior to an employee's final scheduled day of work before termination of employment, except in the case of temporary employees;
3. occurs after three (3) unforeseeable and undocumented absences within a three (3) month period *for employees aged 17 and under*; or
4. occurs after four (4) unforeseeable and undocumented absences within a three (3) month period *for all other employees*.

Documentation signed by a health care provider indicating the need for earned sick time taken constitutes acceptable certification for sick time taken for reasons 1 through 4 set forth in the Usage section above, except employees who do not have health care covered through a private insurer, the MA Healthcare Connector and related insurers may provide a signed written statement evidencing the need for use of earned sick time, without being required to explain the nature of the illness, in lieu of documentation by a health care provider.

Acceptable documentation for earned sick time taken for reason 4 can include:

- a restraining order or other documentation of equitable relief issued by a court of competent jurisdiction;
- a police record documenting the abuse;
- documentation that the perpetrator of the abuse has been convicted of one or more offenses where the victim was a family or household member;
- medical documentation of the abuse;
- a statement provided by a counselor, social worker, health worker, member of the clergy, shelter worker, legal advocate or other professional who has assisted the individual in addressing the effects of the abuse on the individual or the individual's family; or
- a sworn statement from the individual attesting to the abuse.

The documentation does not need to explain the nature of the illness or the details of the domestic violence. Documentation can be submitted in person or by another reasonable method, including email.

Documentation must be provided within seven (7) days of an employee taking earned sick time, unless, for good cause shown or as otherwise permitted, an employee requires more time to provide such documentation. Failure to comply with the reasonable documentation requirements, without a reasonable justification, may result in the RSIG Security, Inc. recouping the amount paid for earned sick time from future pay, as an overpayment or otherwise taking appropriate action, to the extent permitted by applicable law.

Employees may be asked to provide a fitness-for-duty certification, a work release or other documentation from a medical provider before returning to work after an absence during which earned sick time was used.

### **Payment**

Earned sick time will be paid at the same hourly rate as the employee earns from his or her employment at the time the employee uses such time. Use of sick time is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

Up to 40 hours of accrued, unused earned sick time under this policy can be carried over to the following calendar year, but employees are subject to an accrual cap of 40 hours. Once the accrual cap is reached, earned sick time will stop accruing until some earned sick time is used, at which point accrual will resume, subject to the maximum annual accrual of 40 hours and the accrual cap of 40 hours.

Accrued but unused earned sick time under this policy will not be paid at separation.

### **Enforcement and Retaliation**

Employees may be subject to disciplinary action for misuse of earned sick time if they are engaging in fraud or abuse of benefits available under this policy.

The RSIG Security, Inc. will not tolerate retaliation against an employee who opposes practices that he or she believes to be in violation of earned sick time law or because the employee supports the exercise of rights of another employee under the earned sick time law. Employees may file an action in court to enforce their earned sick time rights.

Employees with questions regarding this policy should contact Any manager.

## Section 4 - Leaves of Absence

### 4-1. Personal Leave

If you are ineligible for any other Company leave of absence, RSIG Security, Inc., under certain circumstances, may grant you a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and you are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. Your request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as your performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However a personal leave may be extended if, prior to the end of your leave, you submit a written request for an extension to management and the request is granted. During your leave, you will not earn vacation, personal days or sick days. We will continue your health insurance coverage during your leave if you submit your share of the monthly premium payments to the Company in a timely manner, subject to the terms of the plan documents.

When you anticipate your return to work, please notify management of your expected return date. This notification should be made at least one week before the end of your leave.

Upon completion of your personal leave of absence, the Company will attempt to return you to your original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of your availability to return to work, failure to return to work when notified, or your continued absence from work beyond the time approved by the Company, will be considered a voluntary resignation of your employment.

Personal leave runs concurrently with any Company-provided Short-Term Disability Leave of Absence.

### 4-2. Military Leave

If you are called into active military service or you enlist in the uniformed services, you will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away.

### 4-3. Parental Leave

RSIG Security, Inc. provides unpaid maternity leave for eligible employees in accordance with state law. Female employees who have either completed their probationary period or, if there is no probationary period, have been employed on a full-time basis for at least three (3) consecutive months are eligible for leave. Eligible employees generally are entitled to up to eight (8) weeks of unpaid maternity leave for the purpose of giving birth or adopting a child under the age of 18 (or adopting a person under the age of 23 if that person is physically or mentally disabled).

Employees must provide at least two (2) weeks' notice of the intended departure date for leave, and notice of the intention to return to work.

State maternity leave runs concurrently with Family and Medical Leave (if applicable) unless otherwise required by law.

Employees may use accrued paid time off for this purpose.

RSIG Security, Inc. provides unpaid paternity leave for eligible employees in accordance with state law.

## 4-4. Family and Medical Leave

### The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the Head of Human Resources.

### I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Company for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

### II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.

#### A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a 12-month period measured forward from the start date of the employee's first FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;

- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent 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) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

#### **B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

#### **C. Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

#### **D. No Work While on Leave**

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

#### **E. Protection of Group Health Insurance Benefits**

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

#### **F. Restoration of Employment and Benefits**

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

#### **G. Notice of Eligibility for, and Designation of, FMLA Leave**

Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### **III. Employee FMLA Leave Obligations**

#### **A. Provide Notice of the Need for Leave**

Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

##### **1. Content of Employee Notice**

To trigger FMLA leave protections, employees must inform their Manager of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;

- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## **2. Timing of Employee Notice**

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

### **B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

### **C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.

Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

### **1. Initial Medical Certifications**

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

### **2. Medical Recertifications**

Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

### **3. Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

### **D. Submit Certifications Supporting Need for Military Family Leave**

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

#### **E. Substitute Paid Leave for Unpaid FMLA Leave**

Employees must use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

#### **F. Pay Employee's Share of Health Insurance Premiums**

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave.

#### **IV. Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact the Head of Human Resources. The Company is

committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Head of Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

#### **V. Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact the Head of Human Resources.

## Section 5 - General Standards of Conduct

### 5-1. Workplace Conduct

RSIG Security, Inc. endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing, a clients property, RSIG Security, Inc. property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of RSIG Security, Inc.'s Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of RSIG Security, Inc.'s Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties, per RSIG Post orders.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences. All absences require a minimum of six (6) hours notice to the employee's manager.
10. Gambling on Company property.
11. Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of RSIG Security, Inc.'s Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.

17. Unsatisfactory job performance.
18. Any other violation of Company policy.
19. No sleeping on duty.
20. Use of phone (client's or personal) for personal matters is reserved for emergencies ONLY. Excessive use of phone will be subject to disciplinary action.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and RSIG Security, Inc. reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Company will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, RSIG Security, Inc. will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate an employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

## 5-2. Punctuality and Attendance

You were hired to perform an important function at RSIG Security, Inc.. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, your attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on your fellow employees and your Supervisors. We expect excellent attendance from each of you. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, you are expected to notify your Supervisor as early as possible, but no later than six (6) hours prior to the start of your shift. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Please call, stating the nature of your illness and its expected duration, every day that you are absent.

Unreported absences of two consecutive work days generally will be considered a voluntary resignation of your employment with the Company.

### **Objective**

RSIG Security Inc. is a service oriented company; it provides important and critical services to our client's. To accomplish this mission, it is imperative that every employee be present when scheduled to fulfill client expectations.

This policy details how absences and tardiness are counted for the purposes of maintaining excellent customer service throughout the business day.

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

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

## **Absences and Tardiness**

An absence occurs when an employee misses more than one hour of work within a normal workday. An absence of multiple days due to the same illness, injury or other incident will be counted as one occurrence for the purpose of this policy.

A tardy arrival, early departure or other shift interruption is considered an occurrence. On occasion *and with prior approval of the supervisor*, an employee who is tardy may adjust that day's schedule to work an equivalent amount of time at the end of the shift or correct the time infraction the next scheduled day with effected employee, and an occurrence will not be counted.

An employee is considered late if he or she reports to work more than five minutes after the scheduled starting time; an early departure is one in which the employee leaves before the scheduled end of his or her shift.

If an employee is scheduled to work overtime and either fails to report or reports after the scheduled start time, an occurrence will be charged as noted above.

## **Holiday Call-Out Policy**

Due to the high volume of work and difficulty to cover shifts; an absence on a holiday is taken into higher regard than a regular workday absence. Therefore increasing the severity of the disciplinary system.

The holiday's that this policy reacts to are outlined under the section "3-3. Holidays".

## **Step Discipline**

Absences and tardiness or early departure will be counted together but are assigned different levels of severity. Absences are each considered one occurrence; tardiness/early departures are each one-half an occurrence. Failure to give notice of an absence will be considered one and a half occurrence; notifying your manager within six hours of the shift is counted as one-half occurrence.

Occurrences are counted in a rolling six-month period. Occurrences expire six months from the date of the incident.

On a holiday, absences are each considered two occurrences; tardiness/early departures are each considered one occurrence.

### ***Step one***

Four occurrences (absences and tardiness combined) in any six-month period will be the basis for a coaching discussion between the employee and direct supervisor. The purpose of the coaching session is to make the employee aware that he or she has been absent or tardy frequently enough to draw attention and to be certain that the employee understands this policy and the consequences of violation. The coaching session will be documented in the employee's personnel file.

### ***Step two***

Any additional unscheduled absence or tardiness in the same six-month period is cause for a verbal warning with documentation in the employee's file. The verbal warning, delivered by the employee's direct supervisor, serves to notify the employee that he or she is in violation of this company policy and that additional occurrences will result in further

disciplinary action.

***Step three***

The next unscheduled absence or tardiness to the above in the same six-month period will trigger a written warning putting the employee on formal notice of violation as mentioned above.

***Step four***

An additional unscheduled absence or tardiness to the above in the same six-month period is cause for a final written warning with a one-day suspension (without pay). This is considered the final step in the disciplinary process regarding attendance and punctuality.

***Step five (final)***

An additional unscheduled absence or tardy to the above steps in the same six-month period is cause for termination of employment.

**No-Call/No-Show**

Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter, creating increased administrative burdens and emotional upset. The first instance of a no-call/no-show will result in a final written warning and or termination. Any no-call/no-show lasting three days is considered job abandonment and will result in immediate termination of employment.

Management may consider extenuating circumstances when determining discipline for a no-call/no-show (for instance, if the employee is in a serious accident and is hospitalized) and has the right to exercise discretion in such cases.

**Procedures**

Management reserves the right to use its discretion in applying this policy under special or unique circumstances.

Although occurrences will roll off an employee’s record after six months, habitual offenders (those who have established a pattern of absences, such as consistently having six or more occurrences in any given six-month period or routinely calling off on Mondays or Fridays) may trigger step discipline even though six-month old infractions have fallen off, if he or she continues to incur occurrences.

Management reserves the right to amend or discontinue this policy at any time without notice.

**Step Discipline—Unscheduled Absences or Tardiness in a Rolling Six-Month Period**

4th occurrence total	Coaching sessions documented in file
5th absence or tardiness	Verbal warning documented in file

6th absence or tardiness	Written warning in file
7th absence or tardiness	Final written warning with one-day suspension
8th absence or tardiness	Termination of employment

## 5-3. Attendance and Tardiness

### Objective

RSIG Security Inc. is a service oriented company; it provides important and critical services to our client's. To accomplish this mission, it is imperative that every employee be present when scheduled to fulfill client expectations.

This policy details how absences and tardiness are counted for the purposes of maintaining excellent customer service throughout the business day.

### Family and Medical Leave Act

Absences due to illnesses or injuries that qualify under the Family and Medical Leave Act (FMLA) will not be counted against an employee's attendance record. Medical documentation within the guidelines of the FMLA may be required in these instances.

### Absences and Tardiness

An absence occurs when an employee misses more than one hour of work within a normal workday. An absence of multiple days due to the same illness, injury or other incident will be counted as one occurrence for the purpose of this policy.

A tardy arrival, early departure or other shift interruption is considered an occurrence. On occasion *and with prior approval of the supervisor*, an employee who is tardy may adjust that day's schedule to work an equivalent amount of time at the end of the shift or correct the time infraction the next scheduled day with effected employee, and an occurrence will not be counted.

An employee is considered late if he or she reports to work more than five minutes after the scheduled starting time; an early departure is one in which the employee leaves before the scheduled end of his or her shift.

If an employee is scheduled to work overtime and either fails to report or reports after the scheduled start time, an occurrence will be charged as noted above.

### Step Discipline

Absences and tardiness or early departure will be counted together but are assigned different levels of severity. Absences are each considered one occurrence; tardiness/early departures are each one-half an occurrence.

Occurrences are counted in a rolling six-month period. Occurrences expire six months from the date of the incident.

## 5-4. Use of Communications and Computer Systems

RSIG Security, Inc.'s communication and computer systems are intended for business purposes and may be used only during working time. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

RSIG Security, Inc. may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

Further, RSIG Security, Inc. may review Internet usage to ensure that such use with Company property, or communications sent via the Internet with Company property, are appropriate. The reasons for which the Company may review employees' use of the Internet with Company property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Company operations continue appropriately during an employee's absence.

The Company may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Company's policies prohibiting harassment, in their entirety, apply to the use of Company's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Since the Company's communication and computer systems are intended for business use, these systems may not be used to solicit for religious or political causes or outside organizations.

Further, since the Company's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

## 5-5. Use of Social Media

RSIG Security, Inc. respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking, Twitter or similar site during working time or at any time with Company equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter and similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter or similar site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Company and also expresses either a political opinion or an opinion regarding the Company's actions, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's position. This is necessary to preserve the Company's good will in the marketplace.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or threatening is forbidden. Company policies apply equally to employee social media usage. Employees should review their Employee Handbook for further guidance.

RSIG Security, Inc. encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination.

## 5-6. Personal and Company-Provided Portable Communication Devices

Company-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Company-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the

device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Company information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Company information. This is the only way currently possible to ensure that all Company information is removed from the device at the time of termination. The removal of Company information is crucial to ensure compliance with the Company's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Company-issued device, the Company's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

### **Portable Communication Device Use While Driving**

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## **5-7. Inspections**

RSIG Security, Inc. reserves the right to require employees while on Company property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Company or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

## **5-8. Smoking**

Smoking is prohibited on Company premises and in all Company vehicles.

## 5-9. Personal Visits and Telephone Calls

Disruptions during working time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

For safety and security reasons, employees are prohibited from having personal guests visit or accompany them anywhere in our clients facilities other than the reception areas.

## 5-10. Solicitation and Distribution

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time an employee is engaged, or should be engaged, in performing his/her work tasks for RSIG Security, Inc. Solicitation of any kind by non-employees on Company premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Company is prohibited at all times. Distribution of literature by non-employees on Company premises is prohibited at all times.

## 5-11. Confidential Company Information

During the course of work, an employee may become aware of confidential information about RSIG Security, Inc.'s business, including but not limited to information regarding Company finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers, customers and potential customers, and knowledge, skills and abilities of personnel. An employee also may become aware of similar confidential information belonging to the Company's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Company may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

## 5-12. Conflict of Interest and Business Ethics

It is RSIG Security, Inc.'s policy that all employees avoid any conflict between their personal interests and those of the Company. The purpose of this policy is to ensure that the Company's honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Company, by any employee who is in a position to directly or indirectly influence either the Company's decision to do business, or the terms upon which business would be done with such organization.
2. Holding any interest in an organization that competes with the Company.
3. Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Company or which competes with the Company.
4. Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Company.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

### **5-13. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment 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.

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

Employees also are prohibited from any unauthorized use of the Company's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the Company is not responsible for any damage to employees' personal belongings unless the employee's Supervisor provided advance approval for the employee to bring the personal property to work.

### **5-14. Health and Safety**

The health and safety of employees and others on Company property are of critical concern to RSIG Security, Inc.. The

Company intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Company's premises, or in a product, facility, piece of equipment, process or business practice for which the Company is responsible should be brought to the attention of management immediately.

Periodically, the Company may issue rules and guidelines governing workplace safety and health. The Company may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

## 5-15. Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, RSIG Security, Inc. may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Company generally will attempt to identify other available positions, but if no alternate position is available, the Company retains the right to decide which employee will remain with the Company.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

## 5-16. Employee Dress and Personal Appearance

RSIG Security employees contribute to the corporate culture and reputation in the way they present themselves. A professional appearance is essential to a favorable impression with customers, regulators and company shareholders (owners). Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons. You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing.

### **Procedures:**

RSIG Security managers, directors or supervisors may exercise reasonable discretion to determine appropriateness in

employee dress and appearance. Employees who do not meet a professional standard may be sent home to change, and nonexempt employees will not be paid for that time off.

***Basic guidelines for appropriate attire:***

Basic elements for appropriate and professional business attire include socks or stockings and clothing that is in neat and clean condition. Basic guidelines for appropriate workplace dress DO NOT include tight or short pants, tank tops, halter tops, low-cut blouses or sweaters, or any extreme style or fashion in dress, footwear, accessories, fragrances or hair. Hairstyles, clothing and jewelry should conform to the best safety, business and professional standards. No extreme hairstyles, unnatural hair color or severe make-up styles are allowed.

Although it is impossible and undesirable to establish an absolute dress and appearance code, RSIG Security will apply a reasonable and professional workplace standard to individuals on a case-by-case basis. Management may make exceptions for special occasions or in the case of inclement weather, at which time employees will be notified in advance. An employee unsure of what is appropriate should check with his or her manager, director or supervisor.

If a supervisor, director or manager decides that an employee's dress or appearance is not appropriate as outlined in this policy, he or she may take corrective action and require the employee to leave the work area and make the necessary changes to comply with the policy.

## 5-17. Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President.

## 5-18. Operation of Vehicles

All employees authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

A valid driver's license must be in your possession while operating a vehicle off or on Firm property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Firm-owned or leased vehicles may be used only as authorized by management.

### **Portable Communication Device Use While Driving**

Employees who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use

is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

## 5-19. Business Expense Reimbursement

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor, and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the HR Department along with the receipts in a timely manner.

Employees are expected to exercise restraint and good judgment when incurring expenses. You should contact your Supervisor in advance if you have any questions about whether an expense will be reimbursed.

## 5-20. References

RSIG Security, Inc. will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of termination, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Dept.

**Only the Human Resources Department may provide references.**

## 5-21. If You Must Leave Us

Should you decide to leave the Company, we ask that you provide your Supervisor with at least two (2) weeks advance notice of your departure. Your thoughtfulness will be appreciated.

All Company property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of the Company's Confidential Information

upon separation. To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

## 5-22. Exit Interview

Employees who resign are requested to participate in an exit interview with Human Resources, if possible.

## 5-23. A Few Closing Words

This handbook is intended to give you a broad summary of things you should know about RSIG Security, Inc.. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, RSIG Security, Inc., in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Please do not hesitate to speak to management if you have any questions about the Company or its personnel policies and practices.

## 5-24. Progressive Discipline Policy

### **Purpose**

RSIG Security Inc., progressive discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. It has been designed consistent with our organizational values, HR best practices and employment laws.

Outlined below are the steps of our progressive discipline policy and procedure. RSIG Security reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling and/or training, the employee's work record and the impact the conduct and performance issues have on our organization.

### **Procedure**

#### ***Step 1: Counseling and Verbal Warning***

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a step 1 meeting. The employee will be

asked to sign this document. The employee's signature is needed to demonstrate the employee's understanding of the issues and corrective action needed.

### ***Step 2: Written Warning***

While it is hoped that the performance, conduct or attendance issues that were identified in step 1 have been corrected, RSIG Security recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct or attendance issues and consequences.

During step 2, the immediate supervisor and a Operations Manager or Director will meet with the employee and review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### ***Step 3: Suspension and Final Written Warning***

There may be performance, conduct or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a Vice President.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### ***Step 4: Recommendation for Termination of Employment***

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, RSIG Security will try to exercise the progressive nature of this policy by first providing warnings, final written warning and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, RSIG Security reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by HR Director and Vice President. Final approval may be required from the President/CEO or designate.

*Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between RSIG Security and its employees.*

### **Appeal Process**

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

### **Performance and Conduct Issues Not Subject to Progressive Discipline**

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

### **Documentation**

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

## General Handbook Acknowledgment

This Employee Handbook is an important document intended to help you become acquainted with RSIG Security, Inc.. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of RSIG Security, Inc.'s Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of RSIG Security, Inc. other than the President or the HR Director may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

## Receipt of Sexual Harassment Policy

It is RSIG Security, Inc.'s policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. For your information, "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the HR Director. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Vice President of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

While employees are encouraged to report claims internally, if an employee believes that he or she has been subjected to sexual harassment, he or she may file a formal complaint with the government agency or agencies set forth below. Using the Company's complaint process does not prohibit an employee from filing a complaint with these agencies.

The United States Equal Employment Opportunity Commission ("EEOC") JFK Federal Building, Room 475  
Boston, Massachusetts 02203 (617) 565-3200 The Massachusetts Commission Against Discrimination  
("MCAD") Boston Office: One Ashburton Place, Room 601 Boston, Massachusetts 02108 (617) 727-3990  
Springfield Office: 436 Dwight Street, Room 220 Springfield, Massachusetts 01103 (413) 739-2145

I have read and I understand RSIG Security, Inc.'s Sexual Harassment Policy.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

## Receipt of Non-Harassment Policy

It is RSIG Security, Inc.'s policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to the HR Director. If you are unable for any reason to contact this person, or if you have not received a satisfactory response within five (5) business days after reporting any incident of what you perceive to be harassment, please contact Vice President of Operations. If the person toward whom the complaint is directed is one of the individuals indicated above, you should contact any higher-level manager in your reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including discharge. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. Employees who make complaints in bad faith may be subject to disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

Employee's Printed Name: \_\_\_\_\_ Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.