

FPG LLC

In partnership with:

WorkSmart
SYSTEMS

Presents your

EMPLOYEE HANDBOOK

DATE: March/2026

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INTRODUCTORY STATEMENT

Welcome to FPG LLC, where we are committed to developing and continuing a spirit of success that will benefit the company, employees, and clients. As we grow and expand, the greatest contribution to our success will be our employees. Each employee plays a vital part in establishing a distinguished reputation for reliability, quality, and service.

As a team member, you have become part of a company where people are our greatest asset. Our success is based upon the contribution of each and every person. Your job satisfaction, progress and welfare are important to us. We wish you the best of luck and success in your position and hope that your employment relationship with FPG LLC will be a rewarding experience. If you have any questions or suggestions regarding the policies and practices, please see your supervisor, a member of management, or your WorkSmart Systems Human Resources representative.

This handbook is your personal reference to the general operating policies and practices followed by our company. It is designed to assist you in understanding your responsibilities and benefits as an employee. This handbook is not a contract of employment guaranteeing employment for any specific duration. Although we hope that your employment relationship with us will be long term, either you or the company may terminate the employment relationship at any time, for any reason, with or without cause or notice.

This handbook is designed to make you feel a part of the team, to let you know what the company expects of you and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by us to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee handbook can anticipate every circumstance or question about policy. Because we are a growing, dynamic organization in a changing market, on occasion policies and procedures may need to be modified to reflect necessary changes in our practices. We reserve the right to make these changes as needed. You will be informed of any changes as they occur and provided with updates to your handbook as necessary. Our company also reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, at its sole and absolute discretion. The only exception to any changes is our employment-at-will policy permitting you or FPG LLC to end our relationship for any reason at any time. Employees will, of course, be notified of such changes to the handbook as they occur. Changes to this handbook are effective only when communicated in writing and authorized by our company.

WHAT IS A “CO-EMPLOYER RELATIONSHIP?”

The relationship between FPG LLC and WorkSmart Systems is joint or co-employment. This means that the two companies share the rights and responsibilities of an employer. This relationship provides our employees access to a full menu of high-quality benefit programs, while maintaining a safe, equitable and positive work environment. In this manual, you will see reference to both FPG LLC and WorkSmart in various locations.

To contact WorkSmart Systems, please call 317-585-7870 or e-mail hr@worksmartpeo.com. For additional information and to view your paycheck and personal information, please visit employee.myworksmartcloud.com.

SECTION 1 - EMPLOYMENT

1.1 Nature of Employment

Employment with FPG LLC is voluntarily entered into and the employee is free to resign at will at any time, with or without cause. Similarly, the company may terminate the employment relationship at will at any time, with or without notice or cause, consistent with applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between FPG LLC and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at the company's sole discretion.

These provisions regarding the company's at-will employment policy supersede all existing policies and practices and may only be amended or added to with the express written approval of the President of our company.

1.2 Employee Relations

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

Accordingly, the Company operates in an "open door" manner to help employees and managers work together to address and resolve work-related issues in a positive and productive manner. All employees are encouraged to inform management of their ideas and concerns in an open, honest, and professional manner.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that our company amply demonstrates its commitment to employees by responding effectively to employee concerns.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the National Labor Relations Act (NLRA) or other applicable federal or state law.

1.3 Equal Employment Opportunity

In order to provide equal employment and advancement opportunities to all individuals, employment decisions will be based on merit, qualifications, and abilities. We do not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, ancestry, physical disability, mental disability, medical condition, marital status, sexual orientation, or any other characteristic protected by federal, state, or local law.

This policy governs all aspects of employment, including selection, job assignment, promotion, compensation, discipline, termination, and access to benefits and training.

Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, manager, and/or an

owner in keeping with the company's Reporting Policy, found below. FPG LLC does not retaliate against employees for raising concerns and employees can raise concerns and make reports without fear of reprisal.

1.4 Sexual and Other Unlawful Harassment

FPG LLC is committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, threats, negative stereotyping, or other inappropriate comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic are prohibited and will not be tolerated. Sexual harassment is one form of prohibited harassment that is particularly prevalent and may include:

- Unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature, or
- Any form of sexually offensive behavior including gender-based harassment of a person of the same or opposite sex as the harasser when:
 - Submission to the conduct is made explicitly or implicitly a term or condition of an individual's employment,
 - Submission to or rejection of the conduct by an individual is used for employment decisions affecting an individual, or
 - Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment.

This policy applies to all employees, managers, and temporary workers and serves to protect all employees, managers, temporary workers, customers, vendors, contractors, and other persons working on or visiting the company's premises from harassment by another.

An employee who violates this policy will be subject to disciplinary action up to and including termination of employment. If you believe you have witnessed or been subject to a violation of this anti-harassment or any of the company's anti-discrimination policies, you are expected to immediately report that belief in accordance with the company's Reporting Policy, found below. FPG LLC does not retaliate against employees for raising concerns and employees can raise concerns and make reports without fear of reprisal.

1.5 Reporting Policy

Any employee who believes he or she has been sexually harassed or has encountered other unlawful harassment or discrimination in the workplace should promptly report the matter:

- to his or her manager, either in person or in writing
- to any other member of management; or
- to WorkSmart Systems at 317-585-7870 or HR@worksmartpeo.com

FPG LLC does not retaliate against employees for raising concerns and employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly contact WorkSmart Systems at 317-585-7870.

A thorough and impartial investigation of all complaints will be conducted in a timely and confidential manner. Anyone found to have engaged in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

FPG LLC also complies with specific state and local laws related to harassment and other forms of discrimination.

1.6 Reasonable Accommodations Due to Pregnancy, Childbirth, and Related Conditions

FPG LLC complies with the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, Americans with Disabilities Act, Title VII, and all other applicable state and local laws requiring reasonable accommodations for pregnancy, childbirth, and related medical conditions.

Employees who require accommodation(s) for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth should make the request to the President or other member of management, who will work with them to determine any effective reasonable accommodation(s) for the limitation. Reasonable accommodations could include but are not limited to: the ability to sit or drink water; receive closer parking; have flexible hours; receive appropriately sized uniforms and safety apparel; receive additional break time to use the bathroom, eat, and rest; take leave or time off to recover from childbirth; transfer to a temporary position, if available; and be excused from strenuous activities and/or activities that involve exposure to compounds not safe for pregnancy. An accommodation may not be reasonable where it poses an undue hardship on the Company.

In many situations, the Company will not need documentation to grant or deny the accommodation request. In some instances when requesting documentation is reasonable, however, the Company may require employees seeking accommodations for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth to provide documentation from their physician regarding the limitation and/or adjustment and/or change at issue. Documentation may be needed to confirm the physical or mental condition, to confirm the physical or mental condition relates to, is affected by, or arises out of pregnancy, childbirth, or related medical conditions, and/or to describe the adjustment or change at work that is needed because of the limitation. The Company will consider accommodations unless the accommodation poses an undue hardship on the Company. The Company evaluates all requests for accommodations for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth on an individual, case-by-case basis.

This policy is neither exhaustive nor exclusive. The Company is committed to taking all other actions necessary to ensure equal employment opportunity for employees who require accommodation(s) for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth in accordance with Title VII, the Pregnancy Discrimination Act, the Pregnant Workers Fairness Act, the ADA, the Providing Urgent Maternal Protections for Nursing Mothers Act, the Family and Medical Leave Act, and all other applicable federal, state, and local laws.

Employees requesting a leave of absence as an accommodation for pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth should refer to the "Leaves of Absence" section for further details on the leave process.

1.7 Immigration Law Compliance

Our company is committed to employing only individuals who are authorized by law to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the company within the past three years, or if their previous I-9 is no longer retained or valid. Current employees may periodically be required to complete a new form if required under the law.

Employees that have questions or seek more information on immigration law issues are encouraged to contact the Human Resources department at WorkSmart Systems. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

1.8 Business Ethics and Conduct

The successful business operation and reputation of FPG LLC is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of our company is dependent upon our customers' trust, and we are dedicated to preserving that trust. Employees owe a duty to our company, its customers, and shareholders to act in a way that will merit the continued trust and confidence of the public.

We will comply with all applicable laws and regulations and expect our directors, officers, managers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor or manager and, if necessary, WorkSmart Systems for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

1.9 Confidential Information and Non-Disclosure

FPG LLC considers certain kinds of information about its products, processes, employees, and customers to be confidential information, disclosure of which could significantly harm the Company. Employees are forbidden to disclose any confidential information learned in the course of their employment. Confidential information will be disclosed to employees only if their job requires knowledge of such sensitive information. Confidential information includes, but is not limited to, the following examples of information that is maintained as confidential by the Company and not readily available to the public:

- computer processes
- computer programs and codes
- customer lists
- financial information
- marketing strategies
- pending projects and proposals
- research and development strategies
- technological data

All employees may be required to sign a non-disclosure agreement as a condition of employment. Employees are further prohibited from disclosing any trade secret information of the Company as defined under the Defend Trade Secrets Act of 2016 and applicable state law. Employees who violate the Company's confidentiality rules will be subject to disciplinary action, up to and including termination.

Legal Exceptions. Please note that nothing in this policy shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation; including a federal or state

administrative agency (e.g., EEOC, NLRB, equivalent state employment agency, etc.), or pursuant to the valid order of a court of competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation, or order. With respect to an order of a court of competent jurisdiction, employees shall promptly provide the Human Resources Manager of the Company with written notice of any such order. If the Company chooses to seek a protective order or other remedy, employees shall cooperate fully with the Company. If the Company does not obtain a protective order or other remedy or waives compliance with certain provisions of this Agreement, employees shall furnish only that portion of the Confidential Information which, in the written opinion of counsel, is legally required to be disclosed and shall use best efforts to obtain assurances that confidential treatment will be accorded to such disclosed Confidential Information. In addition, nothing in this policy in any way prohibits or is intended to restrict or impede and shall not be interpreted or understood as restricting or impeding employees from exercising their rights under Section 7 of the NLRA or other applicable federal or state law. Similarly, the federal Defend Trade Secrets Act provides immunity in certain circumstances to Company employees, contractors, and consultants for limited disclosures of trade secrets in government investigations and when filed under seal in certain court proceedings.

1.10 Outside Employment

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with FPG LLC. All employees will be judged by the same performance standards and scheduling demands, regardless of any existing outside work requirements.

If our company determines that an employee's outside work interferes with performance or the ability to meet the requirements of FPG LLC as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with the company.

Outside employment will present a conflict of interest if it has an adverse impact on our company, its operations, confidential business information or business prospects.

1.11 Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which FPG LLC wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor or manager for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative or household member as a result of our company's business dealings. 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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose them to us as soon as possible. Disclosing the existence of any actual or potential conflict of interest enables the company to establish safeguards to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which we do business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving our company.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

SECTION 2 – EMPLOYMENT STATUS & RECORDS

2.1 Employment Categories

It is the intent of FPG LLC to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and the company.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT classification may be changed by company management as may be necessitated by law or a change in duties, etc.

In addition to the above categories, each employee will belong to one other employment category:

- Regular Full-Time: Employee who is employed by the company with the expectation that the employee will work at least 30 hours or more per week during the measurement period
- Regular Part-Time: Employee who the company reasonably expects to be employed less than 30 hours per week during the measurement period

Please note that part-time and full-time categories, for health insurance purposes and as required by the Affordable Care Act, may differ and these categories, and the company's use of these categories, does not and is not intended to abridge or alter the requirements of the Affordable Care Act.

2.2 Fair Labor Standards Act

We comply with all State and Federal laws regarding the payment of exempt employees. We prohibit deductions from exempt employees' pay except under the circumstances set forth in the Federal Fair Labor Standards Act ("FLSA") and state law. If you believe that improper deductions have been made or are being made from your pay, this issue should be reported immediately to your immediate supervisor or WorkSmart Systems. All reported or suspected improper deductions from an exempt employee's pay will be promptly and thoroughly investigated. If our company determines that improper deductions were made from an exempt employee's pay, we will promptly reimburse the employee the amounts improperly deducted. We will take all reasonable measures to ensure that the mistake is corrected in the future and that deductions from an exempt employee's pay are made only in accordance with the FLSA and state law.

2.3 Employment Applications

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

2.4 Personnel Data Changes

It is the responsibility of each employee to promptly notify FPG LLC and WorkSmart Systems of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments and other such status reports should be accurate and current at all times.

2.5 Employment Verifications

The Company will respond in writing only to those verification of employment inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position held. No employment data will be released without a written authorization and release signed by the employee who is the subject of the inquiry.

In partnership with WorkSmart Systems, all verifications of employment are completed by The Work Number from Equifax. The Work Number is available 24/7 and may be accessed via email (member@equifax.com) or online at www.theworknumber.com. Our shared employer code is **4361065**.

2.6 Performance Review

Managers and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Additional formal performance reviews will be conducted on a periodic basis to provide both the employer and the employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage, and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Our company awards pay adjustments in an effort to recognize truly superior employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented by this formal performance review process.

SECTION 3 – EMPLOYEE BENEFIT PROGRAMS

3.1 Employee Benefits

Eligible employees at FPG LLC are provided a wide range of benefits. A number of the programs (such as Social Security, Worker's Compensation and Unemployment Insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your manager can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook, certificates, or summary plan descriptions. If there is any inconsistency between these descriptions and the actual plan documents, the plan documents will govern and control each plan.

The following benefit programs are available to eligible, Regular Full-Time employees immediately upon employment: Health, Vision and Dental Insurance, Short-term Disability, Long-term Disability, Cafeteria Plan and Supplemental life. **These benefits will start on the 1st of the month following eligibility period.**

The Employee Assistance Program is available **immediately** to Regular Full-Time and Regular Part-Time employees.

Some benefits may require a contribution by the employee. Contact the WorkSmart Systems Human Resource Department (317-585-7870) for detailed information on your benefit package.

Additions and/or changes to benefit elections can be made when an employee has a change in family status or life event. These life events include:

- Marriage or divorce
- Birth, adoption, or placement for adoption of a child
- Death of your spouse or dependent
- Change in spouse's employment resulting in gain or loss of coverage
- Change from full-time or part-time employment (or vice versa) by you or your spouse
- Significant change in coverage provided by your spouse's employer
- Changes in entitlement to Medicare or Medicaid
- Qualification by Plan Administrator of a medical child support order

A request for a change in benefit enrollment must be clearly related to the life event change. For example, adding a dependent to family medical coverage after having a baby. Employees may also change the amount they are contributing to a flexible spending account if they go on short-term disability or return to active employment following a short-term disability.

Employees are responsible for notifying WorkSmart Systems so that changes can be made with the insurance carrier within 30 days of a life event if they want to make a change to their benefit selections. By law, changes cannot be made after the 30-day period ends. The new application must be date stamped in the insurance carrier's office within thirty days of the qualifying event. If an employee misses this 30-day window of opportunity, they can then only make additions and/or changes at open enrollment time, which is effective January 1st of each year. Contact the WorkSmart Systems Human Resource Department for enrollment form(s).

Health, Vision, and Dental Insurance

WorkSmart's health insurance plan provides eligible employees and their dependents access to medical, vision and dental insurance benefits. If the employee chooses to elect health, vision and/or dental insurance, the employee will be responsible for a portion of the premium. For more information regarding the premium amount, Contact the WorkSmart Systems Human Resources Department at 317-585-7870.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Short-Term Disability

We offer a short-term disability (STD) benefit plan to eligible employees who are unable to work because of a qualifying disability due to an injury or illness.

Disabilities arising from pregnancy or pregnancy-related illness are treated the same as any other illness that prevents an employee from working. Disabilities covered by Worker's Compensation are excluded from STD coverage.

Long-Term Disability

We offer a long-term disability (LTD) benefit plan to help eligible employees cope with an illness or injury that results in a long-term absence from employment. LTD is designed to ensure a continuing income for employees who are disabled and unable to work.

Retirement Savings Plan

We have established a retirement savings plan to allow eligible employees the ability to supplement their financial security for retirement. Regular Full-Time and Regular Part-Time employees are able to participate in the 401k and/or Roth retirement savings program after **1 year of employment**.

The plan allows eligible employees to elect how much of their current salary they wish to contribute to their account, so they can tailor their own retirement package to meet their own individual situation. The plan offers employees the ability to defer contributions on either a pre-tax (401k) or after-tax (ROTH) basis. Pre-tax contributions reduce the amount of federal and state taxes paid today, while the account grows tax-deferred until retirement. At retirement, taxes will be paid on withdrawals from the account. After-tax contributions are subject to federal and state taxes today and the account grows tax-free until retirement, though withdrawals from the account will not be subject to future taxes during retirement. Employees can decide which method is best for their situation.

Additional details and assistance regarding this benefit can be obtained from the Summary Plan Description, the Human Resource department at WorkSmart Systems or from our current advisors to the plan.

Life Insurance

Life insurance offers eligible employees and their families' important financial protection. We provide a basic life insurance plan for eligible employees.

Pre-Tax Section 125/Cafeteria Plan

A Cafeteria plan allows you to choose from a variety of pre-tax benefits. Your portion of the cost will be deducted from your pay on a pre-tax basis. This lowers your taxable income. Premiums paid for medical, dental, vision, Flexible Spending Account and Health Savings Accounts are qualified cafeteria plan expenses under the premium only pre-tax feature.

Flexible Spending Accounts

The Flexible Spending Account allows eligible employees to have money deducted from their pay before taxes for out-of-pocket healthcare and dependent day care expenses.

Health Savings Accounts

The Health Savings Account is a tax-advantaged checking account for eligible employees to have money deducted from their pay for out-of-pocket healthcare expenses.

Employee Assistance Program

FPG LLC cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. We recognize that sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), we are able to provide confidential access to professional counseling services to help employees manage personal problems such as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard your privacy and rights. Information given to the EAP counselor may be released only if requested by you in writing. A Professional Code of Ethics guides all counselors who work with the EAP.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it.

Questions

Contact WorkSmart Systems at 317-585-7870 if you have questions regarding any of the above benefits.

3.2 Benefits Continuation (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under our company's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at our company's group rates plus an administration fee. WorkSmart Systems provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for COBRA. The notice contains important information about the employee's rights and obligations to continue coverage.

3.3 Worker's Compensation Insurance

Our company provides a comprehensive Worker's Compensation Insurance program at no cost to employees in accordance with state law. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

3.4 Holidays

FPG LLC will grant holiday paid time off to all eligible employees on the holidays listed below.

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve Day (December 24)
- Christmas Day (December 25)

We will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification:

- Regular Full-Time employees
- Regular Part-Time employees

Additional Guidelines

In addition to the holidays listed above, employees will be given two (2) floating holidays to use in observance of the following:

- Birthday, to be used in the same month as your birthday
- A religious holiday not already being observed
- And/or a national holiday that is not already being observed

To use floating holidays, employees must request the day off in advance. Approval is granted based upon business and/or operational requirements.

To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday.

A recognized holiday that falls on a Saturday will be observed on the preceding Friday. A recognized holiday that falls on a Sunday will be observed on the following Monday. Although our company follows the above listed Holiday schedule, conflicts may arise that require the schedule to be modified. Employees will be given advance notice if this occurs.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Holiday time does not roll over to the following year and is not paid out upon termination.

3.5 Paid Time Off (PTO)

FPG LLC furnishes PTO for the purpose of rest and relaxation, recuperation of illness or injury, bereavement or for the accomplishment of personal business. For the purposes of this policy, benefit year is based on **anniversary year** and the PTO benefit level for the year is front-end loaded. Employees in the following employment classification(s) are eligible to earn and use PTO as described in this policy:

- Regular full-time employees

Employee's annual PTO hours will be loaded on their first day of work but may not start using PTO until after 90 days of employment.

The maximum amount of PTO an employee receives each benefit year increases as shown in the following schedule:

<u>Length of Service</u>	<u>Maximum Amount</u>	<u>Floating Holiday</u>
After 0 months	120 hours	16 hours
After 12 months	120 hours	16 hours
After 24 months	120 hours	16 hours
After 36 months	120 hours	16 hours
After 48 months	160 hours	16 hours
After 60 months	160 hours	16 hours

- *Eligible employees that work less than 40 hours but are still considered regular full time will receive a prorated amount of PTO time based their regular work schedule.*
- *For purposes of PTO, Hours Paid does not include overtime.*

PTO requests should be submitted with adequate notice, whenever practicable, particularly for requests of three (3) or more consecutive days. In the event multiple employees request to use PTO for the same period of time and business cannot support all absences, management will select which request(s) to approve. Preference will be given to the employee(s) on a first come, first served basis.

Additional Guidelines

PTO will not be counted as hours worked for the purposes of determining overtime.

PTO must be used in minimum increments of 4 (half-day) or 8 (full day) hours.

Employees are permitted an advance on not yet accrued time of up to 40 hours. In effect, this will produce a negative accrual of time paid but not yet earned. Under no circumstances can an employee take an advance of PTO before completing their introductory period.

No PTO may be carried forward to the following benefit year.

Management reserves the right to deny PTO requests.

PTO Payout

PTO will not be paid out upon voluntary or involuntary termination, unless otherwise required by law. In situations where local city, county, or state requirements differ, we will follow those guidelines.

3.6 Time Off for Jury Duty

To encourage you to perform your duties as a citizen, the company provides time off for jury duty without loss of basic pay up to maximum of five (5) days for all Regular Full-Time employees.

If you are called for jury service, you will be excused from work for the part of the day required for jury duty. Your regular pay will continue based upon your regular work schedule to a maximum of 40 hours each week.

You will not receive pay for paid holidays, days of paid vacation, or other days covered by another company benefit plan.

The pay you receive for jury duty may be deducted from your company pay.

You must report to work when you are not needed by the court, unless excused by your supervisor for reasons which would make it impractical to report to work, such as, distance to travel or time of day relative to your normal shift hours. If the court does not need you, you must contact your supervisor immediately and a determination shall be made as to whether or not you should report to work.

As soon as you receive your summons, you should notify your supervisor who will refer you to Human Resources for further details.

SECTION 4 – TIMEKEEPING & PAYROLL

4.1 Paydays

All employees are paid bi-weekly on Fridays. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

Employees will have pay directly deposited into their bank accounts. They must provide advance written authorization to WorkSmart Systems. Employees will receive an itemized statement of wages when the company makes direct deposits.

4.2 Timekeeping

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require our company to keep an accurate record of time worked in order to calculate employee pay and benefits. "Time worked" is defined as all the time actually spent on the job performing assigned duties.

Non-exempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed. No manager, supervisor, or other employee is permitted or authorized to ask or require a non-exempt employee to perform work "off the clock". Any such requests should be reported to the company without fear of reprisal.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

4.3 Reporting Time Worked / Overtime

Our company complies with federal and state overtime laws. Overtime work (time worked more than 40 hours in a week) should be authorized in advance by your supervisor. Overtime pay is one and a half times the employee's base pay rate for non-exempt employees, as required by law.

4.4 Pay Deductions

FPG LLC offers programs and benefits beyond those required by law. When permitted by law, eligible employees may voluntarily authorize certain deductions from their paychecks to cover the costs of participation in these programs. If you have questions concerning why deductions were made from your paycheck or how they were calculated, your supervisor or WorkSmart Systems can assist you.

4.5 Administrative Pay Corrections

Our company takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their immediate supervisor or manager so that corrections can be made as quickly as possible.

SECTION 5 – WORK CONDITIONS & HOURS

5.1 Personal Appearance

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the business image FPG LLC presents to customers and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. "Business casual" generally is acceptable attire.

5.2 Safety

Safety is a top priority for our company, and we strive to provide a safe and healthful work environment for employees, customers, and visitors. Our success depends on the alertness and personal commitment of all.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees must immediately notify their manager or supervisor. The manager or supervisor must file a report on the accident with WorkSmart Systems to comply with laws and initiate insurance and Worker's Compensation benefits procedures.

Failure to immediately report injuries may jeopardize an employee's Worker's Compensation benefits.

5.3 Use of Equipment and Vehicles

Equipment and vehicles essential in accomplishing job duties are 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 manager or supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective or need repair. Prompt reporting of damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Your manager or supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

5.4 Computer and E-mail Usage

Computers, computer files, the e-mail system and software furnished to employees are FPG LLC property intended for business use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

We strive to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, our company prohibits the use of computers and the e-mail system in ways that are disruptive, harassing, or offensive to others, illegal, or harmful to morale.

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

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

Please note that nothing in this policy, or any other policy in this handbook, does or is intended to prohibit employees from engaging in conduct that is protected by the National Labor Relations Act, such as discussing terms and conditions of employment.

The company purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, our company and our employees do not have the right to reproduce such software for use on more than one computer.

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

To the extent that the company provides you with a computer or other device for work purposes, such devices are to be used for work purposes only and, at all times, remain the property of the company. As such, the company reserves the right to monitor and inspect the devices in accordance with the law; employees should not have any expectation of privacy in company devices or activities conducted using them.

Employees should notify their immediate manager or supervisor upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

5.5 Telephones

FPG LLC telephone lines are intended for company business. Personal calls should be kept to an absolute minimum.

Employees should not regularly use voice mail as a device to avoid accepting calls. Voice mailbox greetings should be changed to indicate absences of more than one day out of the office. If there are instances where calls are shunted to voice mail in order to maximize "working time," employees should endeavor to return those calls in a prompt manner, and in no case, should the call remain unreturned for more than 24 hours. The emphasis here is to eliminate as many call backs as possible. Employees should bear in mind that calls from our customers are not "work interruptions," but are, in fact, our reason for being here.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

5.6 Nursing Policy

As part of our family-friendly policies and benefits, FPG LLC supports nursing parents and complies with all state and federal laws regarding expressing breastmilk in the workplace.

FPG LLC provides reasonable break time for an employee to express breast milk for up to one year after the employee gives birth. Employees may use provided paid breaks to express breast milk but may use additional, reasonable time upon request. Employees should work with their supervisor to schedule and report any additional break time needed or taken. Exempt employees who need additional, reasonable time to express breast milk do not need to report any such extra break time. Breaks of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on their time record unless otherwise required by state law.

FPG LLC provides a designated private room with a lock that is shielded from view and free from intrusion by coworkers or the public in order to express breast milk. If the designated room is used for other, additional purposes, FPG LLC will prioritize the use of the room for employees to express breast milk. Supervisors will work with employees to schedule or designate additional space as needed.

Employees wishing to express breast milk at work should notify management so FPG LLC can ensure the designated room is and remains available for their needs. FPG LLC will provide employees who work offsite or in other locations and who wish to express breast milk at work with a designated, private area that is shielded from view and free from intrusion by coworkers or the public. In situations where a designated room is not available or feasible, the Company will work with the nursing employee to identify alternative accommodations.

FPG LLC provides employees who wish to express breast milk at work with a refrigerator or other storage space for keeping milk that has been expressed. Nursing employees may also bring their own portable cold storage device if they wish to do so. Any breast milk stored in a public refrigerator (i.e., not the employee's own private refrigerator) must be labeled with the name of the employee and the date of expressing the breast milk to avoid the milk being disposed of. Employees storing expressed breast milk in a public refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration, and tampering.

Employees should check with their supervisor for additional guidelines regarding the use of a private room and refrigerator storage.

SECTION 6 – LEAVES OF ABSENCE

6.1 Leave of Absence Guidelines

Generally speaking, a leave of absence occurs when the Company gives an employee permission to take time off for an extended period of time. The time that is taken may be paid or unpaid depending on the circumstances of the need for leave. In addition, the type of leave may provide job protection upon an employee's timely return to work, pursuant to applicable federal, state, and/or local law.

Various types of leaves will be defined in later policies in this section.

The processes and guidelines stated in this policy apply towards any type of leave. However, if a certain type of leave of absence has specific processes and/or guidelines, those will be detailed within that certain leave policy. In instances where certain leave policies (including those in any applicable state addendums) differ from this policy, the details within the certain policy will supersede the details within this policy.

Please contact a WorkSmart Systems' Leave of Absence Specialist (leave@worksmartpeo.com) for more information or questions about leave.

Procedure for Applying for Leave

Requests for foreseeable leaves of absence must be made thirty (30) days prior to the proposed start date of the leave. For leaves that are unforeseeable, the request for leave must be made as soon as reasonably practicable. An employee should make every effort to avoid submitting a request a leave of absence any later than the third (3rd) consecutive day of an employee's absence. Requests should indicate the reason, and the length of leave requested. Although the Company strongly encourages employees to submit a written request, the Company will consider verbal requests that the employee later documents in writing.

The following represents the standard order of events for a leave of absence request:

1. Make the request to your manager.
2. Submit a leave request to WorkSmart Systems at www.worksmartpeo.com/leaverequest.
3. The employee will be notified by a WorkSmart Systems Leave of Absence Specialist of any documentation that must be submitted to support the leave of absence.
 - a. Until the employee submits the required supporting documentation, the leave approval will remain pending. The employee is responsible for ensuring that the documentation is submitted in a timely manner, at least by the due date indicated in the leave information.
 - b. If additional documentation becomes necessary at any point during the leave of absence process (such as for recertification of FMLA), the employee will be notified by a WorkSmart Systems Leave of Absence Specialist.
4. Requests will be reviewed in consideration of the following factors:
 - a. The purpose for which the leave is requested.
 - b. The length of time the employee requested for the leave of absence.
 - c. The supporting documentation.
 - d. Any relevant business considerations, including how the leave will impact the Company's ability to carry out its responsibilities.
5. All leaves of absence must be approved by management.
6. A final determination notification (approval or denial) will be sent to the employee by a WorkSmart Systems Leave of Absence Specialist.

Employee Communication

It is the employee's responsibility to maintain communication with the employee's manager at FPG as well as the employee's Leave Specialist at WorkSmart Systems about the leave request. For planning and other business needs, the Company may require an employee on leave to report periodically on the employee's status and intent to return to work. If an employee fails to return to work on the agreed upon return date, without additional communication, the Company will assume that the employee has voluntarily resigned and will treat the employee as such.

Use of Paid Time and Benefits Premiums

Under the Company's current policy, the employee pays a portion of their enrolled benefit premium through regular payroll deduction.

If an employee is on a **Company paid leave**, the Company will continue making enrolled benefit premium payroll deductions.

If an employee is on an **unpaid leave**, the employee must use all paid vacation or PTO time prior to being unpaid. The only exception to this will be qualified individuals taking military leave as specified in the Federal Military Leave policy. As such, an employee who is taking military leave may choose to use any available paid vacation or PTO time while on military leave. While the employee is using paid vacation or PTO time, the Company will continue making enrolled benefit premium payroll deductions.

If an employee is on an **unpaid leave** and has exhausted their paid vacation or PTO, the Company will continue the employee's benefits during the leave period if permitted by the terms of the applicable Benefit Plan. If coverage continues based on the terms of the applicable Benefit Plan and if the employee's share of premiums were paid by the Company, upon the employee's return to work, they will be required to repay the cost of benefits through payroll deduction. While the premium repayment schedule is determined on a case-by-case basis, FPG will allow benefits premium repayments within the first four (4) regularly scheduled pay periods upon return. Agreeing to the repayment of the health premiums, including authorizing deductions from future pay, is a condition of eligibility for a leave of absence.

Please note, if an employee requires more leave than the applicable Benefit Plan provides for continued coverage, benefits will end based on carrier requirements.

If the employee chooses not to return to work for any reason, the employee will be responsible for reimbursing the Company the full cost of the employee's benefit premiums, which the Company covered during the leave period. The Company may take legal action deemed appropriate to recover these costs.

Procedure for Returning from Leave

An employee is required to return from the leave of absence on the originally scheduled return date. Prior to returning to work, an employee must submit appropriate documentation (i.e., return-to-work release including any applicable restrictions) to their designated WorkSmart Systems Leave Specialist. This documentation must be given at least two (2) business days prior to the release date. An employee may not return to work in any capacity unless WorkSmart and the client contact have been given valid documentation.

If the employee is unable to return, the employee must request an extension of the leave in writing at least two (2) business days before the expected return to work date. If FPG declines to extend the leave, the employee must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from employment. Extensions of leave will be considered on a case-by-case basis.

Seeking or taking leave to accept employment elsewhere in a manner inconsistent with an employee's leave request does not constitute a valid leave of absence and serves as a termination of employment at FPG.

6.2 Unpaid Discretionary Personal Leave of Absence

FPG LLC recognizes that there may be times where an employee has a need to be absent from work in order to attend to personal situations beyond those covered by company provided paid time off (PTO). An unpaid personal leave of absence may be granted upon request to **Regular Full-Time employees** at the discretion of the President of the company. A personal leave of absence is at the discretion of management and employees are not guaranteed a personal leave of absence.

Conditions of Leave:

- Limited to one (1) per calendar year
- 1 year of service eligibility requirement
- Leave time must not exceed four (4) weeks
- All available PTO must be exhausted before moving into a "no pay" status

*** Accepting employment elsewhere is not unpaid leave and constitutes as voluntary termination.*

Requests for unpaid personal leave may be denied or granted by the company for any reason or no reason and are within the sole discretion of the company. While the Company will attempt to return an employee to the same or equivalent job position at the end of the leave, employees are not entitled to job restoration rights while on a personal leave of absence. Employment remains at will.

Employee Status and Benefits During Leave

While an employee is on leave, the company will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. Under current company policy, the employee pays a portion of the health care premium, and if the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on leave.

Upon the employee's return to work, they will not be required to repay the cost of benefits. In the event that a leave needs to be extended past the initial length, arrangements may/must be made with The President of the company. If the employee chooses not to return to work for any reason, the company will/may require the employee to reimburse the company the amount it paid for the employee's health insurance premium during the leave period.

Procedure for Applying for Unpaid Personal Leave

Requests for unpaid personal leave must be made in writing to President of the company and/or WorkSmart Systems as soon as practicable. Requests should indicate the reason and the length of leave requested. All unpaid personal leaves must be approved by the President of the company.

Procedure for Returning from Unpaid Personal Leave

An employee is required to return from the unpaid personal leave on the originally scheduled return date. Extensions of leave will be considered on a case-by-case basis.

6.3 Federal Military Leave

A military leave of absence will be granted to employees who are absent from work because of active-duty or reserve service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. The leave will be **unpaid**. However, employees may use any available paid time off for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable position depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Please contact the WorkSmart System's Human Resource Department for more information or questions about military leave.

6.4 Bereavement Leave

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor or manager immediately. Paid bereavement leave will be provided to both **regular full-time** and **regular part-time employees**. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements.

- Up to **5 days** may be granted for the death of an immediate family member. Immediate family members are defined as an employee's spouse/domestic partner, child, parent, or sibling,
- Up to **3 days** may be granted for all other bereavement needs. Additional PTO or unpaid time may be taken with manager's approval.

Additional Guidelines

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave time does not roll over to the following year and is not paid out upon termination.

Paid time off for bereavement leave will not be counted as hours worked for the purposes of determining overtime.

6.5 Pregnancy Disability Leave (PDL)

FPG LLC recognizes that a pregnant employee may have a need to be absent from work for reasons related to the employee's pregnancy (i.e., in order to deliver and/or recover from the delivery of the child). A PDL leave of absence is based on the employee's pregnancy-related medical need as supported by a medical professional's documentation. A PDL leave will run concurrent with any other eligible leave under federal, state, and/or local law.

A PDL leave of absence is unpaid, but employees may receive pay from sources such as applicable Paid Time Off (PTO/vacation/sick time), supplemental income insurance (Short-Term Disability), or other sources. Please refer to the "Leave of Absence Guidelines" policy for further details on how paid time is to be used during a leave of absence.

Requests for PDL leave may be approved based on supporting medical documentation and business need. The Company will adhere to applicable federal, state and/or local law as it relates to returning an employee to the same or equivalent job position at the end of the PDL leave. As with other leaves, taking PDL does not affect an individual's at-will employment status.

Please refer to the "Leave of Absence Guidelines" policy for further details on the leave process.

6.6 Other Leaves

The company also complies with all state and local laws related to other forms of leave and will provide such leave to employees as required by applicable law. In Indiana specifically, the company will provide leave as required by law to volunteer emergency responders.

SECTION 7 – EMPLOYEE CONDUCT & DISCIPLINARY ACTION

7.1 Employee Conduct and Work Rules

To ensure orderly operations and provide the best possible work environment, we expect employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace or that could result in termination of employment. However, the following are some examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Sexual or other harassment of any individual in the workplace
- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while performing assigned tasks.
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Possession of firearms in the workplace, except as allowed by state or Federal law
- Possession of dangerous or unauthorized materials
- Excessive absenteeism or any absence without notice
- Violation of personnel policies
- Unsatisfactory performance or conduct
- Falsification of any company records, including employment applications

Violations of any of the guidelines listed in this policy will be subject to corrective counseling and may result in disciplinary action, up to and including termination. Where necessary, the company will advise appropriate officials of any violations of law.

If you become aware of any violations of this policy, you should report the violation to your supervisor or the Human Resources Department.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

7.2 Social Media Policy

FPG LLC respects the right of employees to use social media forums for self-publishing and self-expression on personal time. However, unless specifically authorized by the company to do so as part of employee's position, employees are not permitted to use forms of social media or technology on the Internet during working hours or at any time on company computers or other company-supplied devices.

Employees are expected to follow the guidelines and policies set forth below to provide a clear line between you as the individual and you as the employee.

- You are personally responsible for your commentary. You can be held personally liable for commentary that is considered defamatory, obscene, proprietary, or libelous by any offended party.
- You cannot use employer-owned equipment, including computers, company-licensed software, or other electronic equipment, nor facilities or company time, to conduct personal communication.
- You cannot harass, threaten, discriminate, or disparage against employees or anyone associated with or doing business with FPG LLC.
- If you choose to identify yourself as a FPG LLC employee, please understand that some readers may view you as a spokesperson for FPG LLC.
- You cannot post the name, trademark or logo of the company or any company-privileged information, including copyrighted information or company-issued documents.
- You cannot post photographs of other employees, clients, vendors, suppliers, or company products, nor can employees post photographs of persons who have engaged in FPG LLC business or at company sponsored events.
- You are to contact management immediately if contacted by the media or press about any post that relates to FPG LLC business.

Violations of any of the guidelines listed in this policy will be subject to corrective counseling and may result in disciplinary action, up to and including termination. Where necessary, the company will advise appropriate officials of any violations of law.

If you become aware of any violations of this policy, you should report the violation to your supervisor or the Human Resources Department.

Please note that nothing in this policy, or any other policy in this handbook, does or is intended to prohibit employees from engaging in conduct that is protected by the National Labor Relations Act, such as discussing terms and conditions of employment.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

7.3 Drug and Alcohol Use

It is our company's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner.

While on our premises and while conducting business-related activities off premises, no employee may use, possess, distribute, sell or be under the influence of illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential

functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

The use of alcohol while on the job is prohibited as well, unless it is used responsibly, legally, and as part of a management approved function.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources of the Employee Assistance Program. They may also wish to discuss these matters with their manager or supervisor to receive assistance or referrals to appropriate resources in the community.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their manager, supervisor or contact at WorkSmart Systems.

7.4 Drug Testing

FPG LLC is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks.

While our company does not have a mandatory drug testing policy, we reserve the right to drug test as deemed necessary:

- Post-Accident – Any employee involved in a work-related injury or accident may be required to submit to drug testing.
- Reasonable Suspicion – Employees may be subject to reasonable suspicion testing based on (but not limited to) observations by two (2) or more members of management of apparent workplace use, possession, or impairments. Under no circumstances will the employee be allowed to drive themselves to the testing facility – a member of management must transport the employee or arrange for transportation to and from the testing facility. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

The Employee Assistance Program (EAP) provides confidential counseling and referral services to employees for assistance with such problems as drug and/or alcohol abuse or addiction. It is the employee's responsibility to seek assistance from the EAP prior to reaching a point where his or her judgment, performance, or behavior has led to imminent disciplinary action. Participation in the EAP after the disciplinary process has begun may not preclude disciplinary action, up to and including termination of employment.

All testing will be conducted in accordance with applicable state law. Nothing in this policy guarantees an employee the opportunity for testing and employees may be disciplined up to and including termination for violations of this policy without testing.

Questions concerning this policy, or its administration, should be directed to your supervisor or manager.

7.5 Attendance and Punctuality

To maintain a safe and productive work environment, our company expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the company. In the rare instances when employees cannot avoid being late

to work or are unable to work as scheduled, they should notify their supervisor or manager as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Nothing in this policy is intended to, in any way, limit, restrict or interfere with employees' rights under the NLRA or other applicable federal or state law.

7.6 Problem Resolution

FPG LLC is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from our company and management.

We strive to ensure fair and honest treatment of all employees. Managers and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

Employees are also encouraged to contact WorkSmart Systems with concerns or complaints about their employment with FPG LLC.

7.7 Progressive Discipline

The purpose of this policy is to state our position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

Our company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence and prepare the employee for satisfactory service in the future.

Although employment with FPG LLC is based on mutual consent and both the employee and our company have the right to terminate employment at will, with or without cause or advance notice, we may use progressive discipline at our discretion.

Disciplinary action may call for any of four steps:

- counseling and/or coaching
- verbal notice
- documented discussion(s)
- suspension (with or without pay) and/or termination of employment

There may be circumstances when one or more steps are bypassed.

Our company recognizes that there are certain types of employee problems that are serious enough to justify either a suspension or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that will trigger progressive discipline.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the company.

7.8 Employment Termination

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. For the purposes of this policy, the word "termination" refers to both voluntary and involuntary separation from the company.

Since employment with our company is based on mutual consent, both the employee and FPG LLC have the right to terminate employment at will, with or without cause, at any time. Employee benefits will be affected by employment termination. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment. Although advance notice is not required, we request at least two (2) weeks written resignation notice from all employees.

7.9 Return of Property

Employees are responsible for all company owned property, materials or written information issued to them or in their possession or control. Employees must return all company property on or before their last day of work. Our company may take all action deemed appropriate to recover or protect its property.

STATE ADDENDUMS

The following policies supplement the policies contained in FPG LLC's Employee Handbook and are specific to the state listed. Such laws may be different from those found in the Employee Handbook and maybe changed from time to time by the State. The company will apply provisions in compliance with State laws in existence at the time of an event or situation occurs. Where this addendum and the Employee Handbook conflict, this Addendum states the company's policy.

Kentucky

A. Violence in the Workplace

It is the intention of Company to comply with Ky. Rev. Stat. § 237.106 and Ky. Rev. Stat. § 527.020 with respect to possession of firearms. In Kentucky, the Company's policy with respect to violence in the workplace does not prohibit persons who are legally entitled to possess a firearm from possessing a firearm, part of a firearm, ammunition, or ammunition component in a vehicle on property owned, leased, or occupied by the Company. Likewise, in Kentucky, the Company's policy with respect to violence in the workplace does not prohibit persons from keeping a firearm or ammunition, or other deadly weapon, in a vehicle in accordance with Ky. Rev. Stat. § 527.020. Any such firearm may only be removed from a vehicle or handled in the case of self-defense, defense of another, or defense of property.

B. Equal Employment Opportunity

In addition to the areas outlined in Company's Policies and Guidelines, the Company also prohibits sex-based wage discrimination and discrimination against

- 1) an individual on the basis of the results of a human immunodeficiency virus ("HIV") related test, unless the absence of HIV is a bona fide occupational qualification of the job in question
- 2) a licensed health care professional who treats or provides patient care to persons infected with HIV
- 3) an individual who has been diagnosed as having category 1/0, 1/1, or 1/2 occupational pneumoconiosis with no respiratory impairment resulting from exposure to coal dust
- 4) an individual because of membership, eligibility for membership, or right to retain membership in the Kentucky National Guard or Kentucky active militia
- 5) an applicant or employee who is a smoker or nonsmoker, so long as the applicant or employee complies with the Company's workplace smoking policy

The Company also prohibits sex-based wage retaliation and retaliation against an individual for filing a claim of coal-related pneumoconiosis discrimination.

C. Smoking in and out of the Workplace

So long as an applicant or employee complies with the Company's workplace smoking policy, the Company's workplace smoking policy does not require applicants or employees to abstain from smoking or using tobacco products outside the course of employment.

D. Absences and Leaves

Adoption Leave

Upon the written request of an employee, the Company will grant reasonable personal leave of up to six weeks for the reception of an adoptive child under the age of seven.

Emergency-Workers Absences and Leave

The Company will not discharge an employee who is a voluntary firefighter, rescue squad member, emergency medical technician, peace officer, or a member of an emergency management agency ("emergency worker") for being absent or late to work when acting in the capacity of an emergency worker. The Company may count time away from work for this purpose against the employee's regular pay, and the Company may request an employee who misses work to provide written certification of the purpose, time, and date of the emergency.

The Company will not discharge an emergency worker for being absent from work for a period of no more than 12 months as a result of injuries incurred in the line of duty. At the Company's request, the emergency worker must provide:

1. A written statement from the supervisor, acting supervisor, or director of the emergency worker under whose command the emergency worker was on active duty and on assignment with that fire department, rescue squad, emergency medical services agency, law enforcement agency, or emergency management agency when the injury occurred; and
2. A written statement from at least one licensed and practicing physician stating that the emergency worker is injured and a date for the emergency worker's return to work.

Any leave time under this section shall run concurrently with FMLA leave.

Voting Absences

The Company will allow employees to take reasonable time off to vote without penalty. The Company, however, may discipline any employee if the employee takes time off to vote but does not actually cast a vote under circumstances that did not prohibit the employee from voting.

Election-Officers Absences

The Company will allow an employee who is an election officer to be absent from work for one day without penalty to attend training or serve as an election officer during an election. The Company may, however, specify the hours during which the employee may be absent.

Court-Ordered Absences

The Company will not discharge an employee for taking time off, as required by law, to appear in court or an administrative tribunal if, before taking time off, the employee gives notice that the employee is required to serve by presenting the Company with a copy of the court or administrative certificate.

Military-Service Leave

The Company will provide unpaid leave with the right to reinstatement for the period an employee is required to perform active duty or training in the National Guard.

Labor Day

The Company will not compel any individual to work on Labor Day.

E. Background Checks

Company applicants and employees are required to submit to a background check and may not become eligible to accept an assignment requested by any of the Company's facility-clients if the applicants or employees have been convicted of a crime listed in Ky. Rev. Stat. §§ 17.156, 216.789, 216.793, 216.710, 216.712. If an applicant has had a criminal record expunged, the applicant is not required to disclose the criminal record on an employment application.

F. HIV Testing

Unless the absence of HIV is a bona fide occupational qualification in the job in question, the Company will not require individuals to take HIV-related tests as a condition of hiring, promotion, or continued employment.

Virginia Policies

1.1 Meal and Rest Periods

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

2.1 Civil Air Patrol Leave

FPG LLC. will provide unpaid leave to employees who are members of the Civil Air Patrol to engage in training for emergency missions with the Civil Air Patrol or to respond to an emergency mission as a Civil Air Patrol volunteer.

Duration of Leave

Leave used for training is limited to 10 workdays per federal fiscal year. Leave used to respond to an emergency mission is limited to 30 workdays per federal fiscal year.

You will not be required to exhaust any other leave to which you are entitled prior to taking Civil Air Patrol leave.

Notice

Provide as much notice as possible of your intent to take leave. You must provide:

Certification that you have been authorized by the U.S. Air Force, the governor, or a department, division, agency, or political subdivision of the state to respond to or train for an emergency mission; and

Verification from the Civil Air Patrol of the emergency need of your volunteer service.

Retaliation

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

2.2 Court Attendance and Witness Leave

FPG LLC realizes that, on occasion, you may be summoned or subpoenaed to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your manager as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

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

This policy does not apply to employees seeking leave because they are a defendant in a criminal case.

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

2.3 Crime Victim Leave

FPG LLC will provide employees who are victims of a crime leave from work to attend any criminal proceedings. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including all of the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim.
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release.
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court.
- Any sentencing proceeding.
- Any proceeding in which post-conviction release from confinement is considered.
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim.
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

You are eligible for leave under this policy if:

- You have suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;
- You are a spouse or child of the victim;
- The victim is a minor and you are the victim's parent or legal guardian; or
- The victim is physically or mentally incapacitated or was a homicide victim and you are the victim's spouse, parent, sibling, or legal guardian.

You are not eligible for leave if you are the person who committed the crime or the relative or guardian of an individual who committed the crime.

Prior to taking leave, provide your manager with a copy of the form provided to you by the applicable law enforcement agency and, if applicable, provide a copy of the notice of each scheduled criminal proceeding that is provided to you as victim.

The Company may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay; however, the wages of exempt employees will not be reduced for a partial week's absence. You may elect to use accrued paid vacation, personal leave, or sick leave.

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

2.4 Election Worker Leave

FPG LLC will provide employees who are election workers with unpaid leave to:

- Serve at a polling place on Election Day; or
- Serve at a meeting of the electoral board following the election to determine the results of such election.

Election worker means a member of a local electoral board, a deputy general registrar, or an officer of election.

You must provide reasonable notice of your need to take leave.

If you serve four or more hours (including travel time), you will not be required to start any work shift that begins on or after 5 p.m. on the day of your service or begins before 3 a.m. on the day following your service.

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

ACKNOWLEDGEMENT

The undersigned employee of FPG LLC hereby acknowledges receipt of this Employee Handbook; stipulates and agrees that he or she has carefully read the same and understands the terms and provisions therein set forth; and stipulates and agrees to be bound by all of the terms and conditions set forth therein.

The undersigned further stipulates and acknowledges that the Employee Handbook is subject to change and therefore is not considered a contract of employment.

Signature

Printed Name

Date

WorkSmart
SYSTEMS

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