

**Gebrüder Weiss, Inc.**



# **EMPLOYEE HANDBOOK**

**04/27/2020**

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## INTRODUCTION

This Employee Handbook was compiled by the Human Resources Department of Gebruder Weiss, Inc. ("Gebruder Weiss" or the "Company") to familiarize employees with and provide information about working conditions, key policies, procedures, and benefits affecting employment. Employees should also consult, and become familiar with, the Company's Financial and Quality Key Performance Indicators (KPI) and Standards SOP's, which can be accessed on the Company's Intranet/ SharePoint.

Please note that this Employee Handbook contains only general information and guidelines. It is not intended to be comprehensive or to address every possible application of, or exception to, the general policies and procedures described. In terms of the benefits described in this Employee Handbook, understand that many of those benefits are set forth in and governed by formal plan documents. Should any language or provisions of this Employee Handbook conflict with the language or provisions of those formal plan documents, the formal plan documents (and not this Employee Handbook) will govern.

THIS EMPLOYEE HANDBOOK AND THE COMPANY'S HSEQ POLICIES ARE NOT INTENDED TO BE, AND SHOULD NOT BE CONSTRUED AS, EMPLOYMENT CONTRACTS. NEITHER THIS EMPLOYEE HANDBOOK NOR THE QM POLICIES GUARANTEE ANY TERMS, CONDITIONS, OR BENEFITS OF EMPLOYMENT NOR DO THEY GUARANTEE EMPLOYMENT FOR A SPECIFIC PERIOD. TO THE CONTRARY, YOUR EMPLOYMENT WITH THE COMPANY IS "AT WILL," MEANING THAT YOUR EMPLOYMENT CAN BE TERMINATED AT ANY TIME, FOR ANY REASON OR NO REASON AT ALL, WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

If you have any questions or concerns about your employment, this Employee Handbook, and/or the Company's policies, practices, and procedures, you are encouraged to bring the issue to the attention of your supervisor, the Human Resources Department, or any officer of the Company.

### Welcome

It is a pleasure for me to welcome you as an employee of Gebruder Weiss.

You have joined a fine group of people, conscientiously working as a team to refine our worldwide freight forwarding services. With state of the art technology and dedicated employees, Gebruder Weiss is becoming one of the premium freight forwarders in the United States.

This Employee Handbook was prepared to introduce you to the Company and to familiarize you with the policies and benefits at Gebruder Weiss.

I speak for everyone in management when I say we are happy you have decided to join us. We hope that your career at Gebruder Weiss will be a long and rewarding one.

### Mark McCullough

Chief Executive Officer  
Gebruder Weiss, Inc.

## History

Gebrüder Weiss Holding AG is Austria's oldest forwarding company and to this day a family owned enterprise (family Weiss and Jerie). Its history reflects the political and economic development of the region.

With over 7,000 employees, 150 company-owned locations and a provisional annual turnover of 1.55 billion euros (2017), Gebrüder Weiss ranks among the leading transport and logistics companies in Europe. In addition to its core business of overland transport, air and sea freight and logistics, the company also operates a number of highly specialized industry solutions and subsidiaries under the umbrella of Gebrüder Weiss Holding AG, based in Lauterach (Vorarlberg, Austria). This includes logistics consultancy x|vise, tectraxx (industry specialist for high-tech businesses), inet-logistics (software solutions for TMS transport management), dicall (communications solutions, market research, trainings), Railcargo (railway transport) and the Gebrüder Weiss parcel service, GWP, a shareholder in the Austrian company DPD. This bundling of services allows the Group to respond to customer needs quickly and flexibly. Having implemented a variety of ecological, economic and social initiatives, the family-owned company, which has a history going back 500 years, is considered a pioneer in terms of sustainable business today.

## Changes in Policy

This Employee Handbook supersedes all previous versions. Please be aware that the personnel policies, procedures, and benefits set forth in this Employee Handbook and otherwise in effect within the Company are under constant review. While every effort is made to keep the contents of this document current, Gebrüder Weiss reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in this Handbook with or without prior notice to employees.

## **EMPLOYEE DEFINITION**

An “employee” of Gebruder Weiss is a person who regularly works for Gebruder Weiss on a wage or salary basis.

### **At-will Employment**

An employee of Gebruder Weiss is “At-will”, meaning that either you or the Company may terminate your employment for any reason or no reason at all, with or without cause, and with or without notice. No representative of the Company has authority to enter into any agreement contrary to the at-will relationship. Only the Chief Executive Officer of the Company has the authority to make any agreement other than at-will, and then only in writing.

### **Employment Classification**

Employees are classified as either “exempt” or “non-exempt,” and “regular full-time,” “regular part-time” or “temporary.”

An employee defined as exempt under the Fair Labor Standards Act is expected to work whatever hours are required to accomplish his or her duties. Exempt employees are not eligible for overtime pay.

A non-exempt employee under the Fair Labor Standards Act is eligible for overtime pay for hours worked in excess of forty (40) hours per workweek and, in some jurisdictions, hours worked in excess of eight (8) hours per day. Overtime pay is calculated based on hours actually worked and does not include vacation days or holidays. All overtime hours must be approved by direct manager prior to employee working any hours outside of their regular schedule listed in their employment letter.

A regular full-time employee is one who has satisfactorily completed the introductory period and is regularly scheduled to work a minimum of thirty (30) hours per week.

A regular part-time employee is one who has satisfactorily completed the introductory period and is regularly scheduled to work fewer than thirty (30) hours per week.

A temporary employee is one who works in a position where work is not continuous and/or is irregular. Employees who are classified as „temporary employees“ are neither regular full-time nor regular part-time employees, regardless of how many hours the employee works per week. Interns are temporary employees.

### **Introductory Period for New Employees**

The first ninety (90) days of a newly-hired or rehired employee is an introductory period. The purpose of the introductory period is to enable Gebruder Weiss to carefully evaluate a new employee’s work, attitude, ability, and potential value to the Company and to permit the new employee to determine his or her suitability for the job.

The Company reserves the right to unilaterally extend the introductory period for up to an additional ninety (90) days in the event the Company is not satisfied that the employee has sufficiently developed or demonstrated the skills, attitude and ability necessary to properly perform his or her job function.

The introductory period does not alter the Company's At Will Employment policy, during or after the period has been completed. The Company reserves the right to terminate an employee's employment prior to completion of the introductory period, or at any point thereafter.

## **EMPLOYMENT POLICIES**

### **Equal Employment Opportunity/Policy against Discrimination**

Gebrüder Weiss is an equal employment opportunity employer. Employment decisions are based on merit and business needs. The Company does not discriminate in recruiting, hiring, compensation, promotions, discipline, termination or any other aspect of employment on the basis of race, color, citizenship status, national origin, ancestry, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, age, religion, religious dress or grooming practices, creed, disability, medical condition, marital status, veteran status, political affiliation, genetic information, gender identity or expression, credit history, order of protection status or status as a victim of domestic violence, arrest or criminal history record information ordered expunged, sealed, or impounded, domestic partnership or civil union status, familial status, atypical hereditary cellular or blood trait, predisposing genetic characteristics, or any other category protected by federal, state or local law.

If you believe that you have been discriminated in any aspect of your employment or there has otherwise been a violation of this policy, you must report your concerns immediately to your supervisor or the Human Resources Department. The Company will investigate such reports in as prompt and confidential a manner as possible and will take necessary and appropriate corrective action. The Company does not tolerate unlawful retaliation. No adverse action will be taken against any employee who makes a complaint about a violation of this policy. Any employee found to have engaged in discrimination in violation of this policy will be subject to disciplinary action, up to and including immediate termination of employment. If you have any questions regarding this policy, please contact the Human Resources Department.

### **Anti-Disability Discrimination and Reasonable Accommodation Policy**

The Company is committed to complying fully with the Americans with Disabilities Act, as well as applicable state and local law, and ensuring equal opportunity in employment for all individuals who are able to perform the essential functions or duties of their job, with or without reasonable accommodation. All employment practices and activities (including without limitation recruiting, hiring, compensation, benefits and training, promotions, discipline, termination or any other aspect of employment) are conducted on a non-discriminatory basis, without regard to disability. Reasonable accommodation is available to all qualified applicants or employees with disabilities. If you need a reasonable accommodation, please contact the Human Resources Department.

### **Immigration Law Compliance**

All offers of employment are contingent on verification of the candidate's right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign the federal I-9 forms. Employees whose employment eligibility expires during their employment must present new or updated documents reflecting their continued employment eligibility before such expiration occurs.

### **Anniversary Date**

The first day an employee reports to work is his or her official anniversary date.

## **Personnel Records and Administration**

Personnel files will generally be kept confidential at all times and include some or all of the following documents as required by applicable law:

- Completed Applicant Packet
- Performance Reviews
- Corrective Action Forms
- Former Coaching and Counseling Documentation
- HR/ Payroll Related Documents
- IT & Compliance Related Documents

All medical records, if any, will be kept in a separate confidential file. Employees wishing to review their personnel file may contact Human Resources to schedule a mutually agreeable time for review.

## **Change of Personal Data**

Any change in an employee's name, address, telephone number, marital status, dependents, or insurance beneficiaries, or a change in the number of tax withholding exemptions must be reported in writing without delay to the Human Resources Department.

## **Safety**

The safety and health of employees is a top priority. Gebruder Weiss complies with all federal and state workplace safety requirements. Employees must comply with the following Gebruder Weiss workplace safety rules and regulations:

- Know the locations of the emergency exits nearest you
- Report injuries to yourself or others to a supervisor or manager immediately
- Keep your workstation and the surrounding area free of obstacles and debris
- Report any needed repairs to a supervisor or manager immediately and do not use equipment that is damaged and/or potentially dangerous

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Most updated versions of local branch emergency plans can be found on the Intranet/ USA SharePoint under the Human Resources Page.

## **Building Security**

Each and every employee must follow the building security rules and regulations listed here:

- A Gebruder Weiss badge must be displayed at all times while on Company property and on your person per TSA regulations
- No individual is permitted to use another employee's Gebruder Weiss badge
- Refrain from accessing unauthorized areas of the building
- Under no circumstances may you bring onto Company premises any firearms, weapons, explosives, incendiary devices or similar material at any time

Employees are not allowed on Gebruder Weiss property after hours without prior authorization from their manager.

Designated employees with an alarm code are not permitted to distribute or share the alarm code assigned to them.

Only authorized personnel are permitted in Gebruder Weiss office and warehouse locations. All other individuals must be escorted by an authorized employee at all times.

## **Health-related Issues**

Employees who become aware of any health-related issue that may affect their ability to perform the essential functions of their job must notify the Human Resources Department as soon as possible.

## **Employee Requiring Medical Attention**

Employees must report all work-related injuries and accidents immediately to their supervisor or manager and dial 911 from a Gebruder Weiss phone when necessary.

Unless it is a life threatening situation or you are otherwise instructed to do so, do not attempt to render first aid unless you have been trained to do so, and do not attempt to move the injured person.

If the injured person is a Gebruder Weiss employee, a supervisor must:

- Determine the extent of the injury
- Prepare an incident report or assist in its preparation
- Investigate the cause of the accident and correct the condition to prevent a reoccurrence and note the cause and corrective action taken or recommended in the incident report

All work-related injuries must be reported to Human Resources Department by Manager same day of the incident or as soon as reasonably possible.

## **Visitors in the Workplace**

For safety, insurance, U.S. Import/Export regulations and other business considerations, only authorized visitors are allowed in the workplace. When making arrangements for visitors, employees must request that visitors enter through the main reception area, secure a guest badge and sign in and sign out at the front desk. Terminated employees are not allowed access to Gebruder Weiss' offices or facilities.

## **Employment of Relatives and Dating Co-Workers**

Gebruder Weiss is pleased to consider for employment any qualified applicant who is related to an employee. When Gebruder Weiss employs more than one member of a family, one family member may not supervise the other. Gebruder Weiss also permits employees to date other employees, provided that such a relationship does not involve employees in a reporting relationship and the relationship otherwise does not interfere with business operations. Gebruder Weiss reserves the right to transfer, reassign and/or terminate an employee if it concludes, in its sole discretion, that a relationship between two or more employees (whether that relationship is a family relationship or a dating relationship) may negatively impact Company operations. If you have questions about this policy, please contact the Human Resources Department.

## **Weather-related and Emergency-related Closings**

At times, emergencies such as severe weather, fires, or power failures can disrupt Company operations. In such instances, Company management will decide on the closure and provide the official notification to the employees. For additional information, employees should reference their local branch emergency plan on the company Intranet Page under Human Resources SharePoint.

## **Clean Working Areas**

It is the policy of the Company that work areas must be kept clean and orderly at all times.

Employees are responsible for maintaining their work areas in a clean and orderly fashion. To fulfill this responsibility, each employee must comply with the following:

- Place coats, boots, umbrellas, and other items of clothing in designated coat and closet areas so that work stations are not unnecessarily cluttered
- Prior to the end of the workday, clean and store all equipment and properly secure any items, papers, or information of value.

## **STANDARDS OF CONDUCT**

### **Compliance with Laws**

All employees must comply fully with all federal, state and local laws, regulations, consent decrees and court orders. If a Gebrüder Weiss employee obtains access to any personal or financial information, it must be within the scope of the employee's job responsibilities and in full compliance with all U.S. Import/Export regulations. If an employee knowingly and willfully violates U.S. Import/Export regulations, the employee will be terminated. Employees with questions about complying with applicable law should contact their supervisor or the Human Resources Department.

### **Attendance and Punctuality**

Gebrüder Weiss expects employees to be ready to work at the beginning of assigned daily work hours, and to reasonably complete their tasks or projects by the end of assigned work hours. If an employee is unable to report to work as scheduled, absent extenuating circumstances, he or she must call in and notify his or her supervisor 1 hour (60 minutes) before the scheduled start time. Each employee is also required to personally call in and notify his or her supervisor each additional day he or she will be out before the scheduled shift time, including multiple day-off instances, unless otherwise instructed by his or her manager. Excessive absences and lateness may result in termination.

An employee who is absent from work for two consecutive days without notifying management will be considered to have voluntarily resigned his or her employment, absent extenuating circumstances.

Pursuant to Section 7 of this Employee Handbook, employees may be eligible for paid vacation and sick days. If an employee has exhausted his or her vacation and sick days and the employee is absent, the employee's absence will be unpaid. For salaried employees, the employee will not receive pay for full day absences if such time has been exhausted.

### **Meal and Break Periods**

The Company's several U.S. locations have different policies regarding paid rest breaks and unpaid meal breaks that comply with state and local laws. In all locations, breaks shall not be permitted at either the beginning or end of the work day to offset arrival and departure times. In locations where state law sets a minimum mandatory meal break, employees are required to take a break that complies with the law. In locations where state law does not set a minimum mandatory meal break, non-exempt employees who skip lunch or take a shorter lunch are required to report such time to their supervisor immediately, so that the appropriate time may be recorded. All non-exempt employees are required to keep track of their time spent at lunch so they can accurately record working time on their online time sheets.

The Company also provides reasonable breaks, and a private place, for an employee to express breast milk for her nursing child for up to one (1) year after the child's birth, in accordance with applicable law. Please contact the Human Resources Department if you have any questions about this policy.

### **Policy against Harassment**

We strive to maintain an atmosphere that is free from discrimination or harassment of any kind. All employees must act in a way that supports this commitment, and all employees must refrain from any behavior that causes, or could cause, any form of harassment, including sexual harassment, against other employees or applicants for employment based on membership in a protected employment category. Each employee is also required to complete an online "Preventing Harassment & Discrimination Training" no later than 30 days of starting their employment and expected to renew the course each year.

## **Harassment Defined**

For purposes of this policy, the term "harassment" is broadly defined. It includes all actions, words, jokes, comments, derogatory remarks and/or visual displays that affect an individual's work environment or employment status or tend to belittle, provoke or denigrate others, and that are based on an individual's race, color, citizenship status, national origin, ancestry, sex/gender (including pregnancy, childbirth, breastfeeding or related medical conditions), sexual orientation, age, religion, religious dress or grooming practices, creed, disability, medical condition, marital status, veteran status, political affiliation, genetic information, gender identity or expression, credit history, order of protection status or status as a victim of domestic violence, arrest or criminal history record information ordered expunged, sealed, or impounded, domestic partnership or civil union status, familial status, atypical hereditary cellular or blood trait, predisposing genetic characteristics, or any other category protected by federal, state or local law. Such conduct is considered to affect an individual's work environment or status when:

Submission to such conduct is made either explicitly or implicitly a term or condition of employment;

Submission or rejection of the conduct is used as a basis for making an employment decision; or

The conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

"Sexual harassment," in particular, is defined as any unwanted or unwelcome visual, verbal, or physical conduct of a sexual nature. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, postings of sexual materials, uninvited touching and sexually-based or sexually-related comments. Notably, an individual need not have been physically touched or directly subject to a sexual advance or innuendo to be considered to have been harassed under this policy. Although it would be impossible to list all conduct that would violate this policy, the following are examples of conduct that we strictly prohibit:

- Offensive comments, jokes or sexually oriented statements or depictions;
- Unwelcome sexual advances or flirtations;
- Making unwelcome comments about a person's clothing, body, or personal life;
- Unwanted hugs, touches, kisses or other physical contact;
- Requests for sexual favors;
- Derogatory, offensive or pornographic posters, signs, cartoons or drawings;
- Transmitting or forwarding e-mails containing offensive, suggestive or lewd attachments, statements or jokes; or
- Uploading or downloading of inappropriate pictures or material onto Company computer systems.

The above list is only illustrative of types of conduct that would violate this policy and, as such, by no means represents an exclusive list of conduct or types of conduct that could lead to disciplinary action, up to and including immediate termination of employment. Offensive and inappropriate behavior need not rise to the level of sexual harassment within the meaning of applicable federal, state or local law to be deemed a violation of this policy.

### **Complaint Procedure**

In order to assist the Company in identifying and putting a stop to conduct that violates this policy, the Company has implemented this quick complaint procedure. Employees who believe they have been subject to conduct in violation of this policy must report such conduct immediately to their supervisor or to the Human Resources Department. Similarly, an employee who witnesses conduct that violates this policy must report it immediately to his or her supervisor or to the Human Resources Department.

If for any reason you feel uncomfortable approaching your supervisor (for example, if the supervisor is the person you believe is engaging in the offensive conduct), or if you feel that the matter is not being addressed adequately, you should promptly bring it to the attention of the next level of management, a Human Resources representative, or another member of management with whom you feel comfortable.

Supervisors who receive complaints of harassment or discrimination from an employee are required to report them immediately to the Human Resources Department.

Please note that employees are required to report harassment whether it occurs in our offices or off-site, and regardless of the identity of the alleged harasser.

### **Investigation**

All allegations of harassment will be promptly, impartially, and discreetly investigated. Although we cannot guarantee complete confidentiality in matters of harassment and discrimination, we will conduct the investigation in as confidential a manner as possible under the circumstances. However, some disclosure may (and likely will) be necessary for the Company to effect a meaningful investigation and appropriate remedy.

Upon request, employees are required to cooperate fully in any investigation. This includes participating in requested interviews, obtaining and providing requested documents or other evidence, and refraining from any action that interferes with the Company's ability to conduct a fair and complete investigation. Employees may be asked to maintain the confidentiality of any information requested or provided in order to conduct an effective investigation.

### **Retaliation**

The Company prohibits retaliation in any form. Employees can raise concerns and make reports of alleged harassment without fear of reprisal or retaliation. If an employee feels that he/she has been subject to retaliation of any kind for having made a complaint of harassment or having participated or assisted in a harassment investigation, he/she must report that retaliation pursuant to the Company's complaint procedure.

### **Disciplinary Action**

If the investigation confirms that harassment, discrimination or other conduct in violation of this policy has occurred, we will take prompt and effective action aimed at ensuring that the offending conduct or act(s) do not continue. Any employee found to have engaged in prohibited harassment or to have retaliated against an individual for complaining of harassment or participating in an investigation will be subject to disciplinary action, up to and including immediate termination of employment. Please contact the Human Resources Department if you have any questions or comments about this policy.

## **Violence in the Workplace**

Violent conduct or conduct that has the purpose or effect of threatening, intimidating or coercing another employee, including off-duty periods, will not be tolerated.

All threats of (or actual) violence, both direct and indirect, must be reported as soon as possible to an employee's immediate supervisor or any other member of management. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, employees should be as specific and detailed as possible.

All suspicious individuals or activities must also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If an employee sees or hears a commotion or disturbance in his or her workplace, he or she should not try to intercede or see what is happening, but should seek to notify a supervisor.

We will promptly and thoroughly investigate all reports or threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, we may suspend employees, either with or without pay, pending investigation.

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of this policy will be subject to prompt disciplinary action, up to and including immediate termination of employment.

We encourage employees to bring their disputes or differences with other employees to the attention of their supervisors or the Human Resources department before the situation escalates into potential violence.

## **Confidential Information and Non-Disclosure**

For purposes of this policy, Gebruder Weiss' "Confidential Information" is defined as all information relating to the Company's business, employees, clients, potential clients, or other business relations of the Company, which include, but are not limited to: customer or potential customer identities and contact information; financial information and/or materials; trade secrets; research; goals or objectives; strategies; techniques; know-how; methodologies; proposals; feedback or directions; transactions; marketing plans, information and/or materials, or other such information that is used or obtained in connection with the Company's business and is not generally known to the public. Unless otherwise required by their employment responsibilities, employees are prohibited from using Confidential Information other than for the benefit of Gebruder Weiss and must not cause or allow Confidential Information to be disclosed or misappropriated to any person or entity not expressly authorized by the Company both during or after their employment with Gebruder Weiss. Employees who violate this policy will be subject to disciplinary action, up to and including immediate termination of employment and/or potential legal action. Notwithstanding the foregoing, employees may disclose confidential information to a government official or to an attorney and may use such information in certain court proceedings (provided that such information is filed under seal) without fear of prosecution or liability, provided the employee does so in a manner consistent with 18 § U.S.C. 1833.

## **Ethical Standards**

Gebruder Weiss insists on the highest ethical standards in conducting its business. When faced with ethical issues, employees are expected to make the right professional decision consistent with the Company's principles and standards. It is the position of the Company that employees and all other representatives of the Company shall not participate in or condone criminal activity. In addition, employees must promptly report any suspected unlawful activity to their supervisor or the Human Resources Department. Employees with questions regarding this policy should contact the Human Resources Department.

## **Dress Code**

Employees of Gebruder Weiss are expected to present a clean and professional appearance while conducting business, in or outside of the office. Appropriate business casual and casual dress attire includes:

- Dress slacks, khakis, Capri/calf length pants, (Jeans on Friday only).
- Dress shirts, golf/polo shirts, collared shirts, turtle necks, sweaters and blazers.
- Skirts, dresses and jumpers all of appropriate length.
- Dress or leather shoes, dressy sandals, and boots.

Wearing inappropriate attire to work may result in an employee being dismissed without pay to change into appropriate attire. No open-toed shoes are to be worn when entering a warehouse. Employees who need accommodations for religious dress and grooming should contact their supervisor or the Human Resources Department.

## **Use of Equipment**

Gebruder Weiss will provide employees with the equipment needed to perform their jobs. None of this equipment should be used for personal use, or removed from the physical confines of Gebruder Weiss unless it is approved for a job that specifically requires use of Company equipment outside the physical facility. Upon termination of employment, all equipment must be returned immediately.

## **Communication Systems Policy**

Computer, telephone, voicemail, mail, e-mail, portable handheld devices (including cellular devices), and other electronic communication systems including fax and Internet access (collectively "Communication Systems") are business tools owned by the Company and are the Company's private property. The Company may give employee access to its Communication Systems to use in performing their jobs, subject to the following terms and conditions:

### **No Expectation of Privacy**

*Employees should have no expectation of privacy in the Company's Communication Systems.* The Company may periodically monitor, audit, and review any and all e-mail, fax, message, telephone, Internet, and other electronic communications sent, received, or accessed using the Company's Communication Systems. Such monitoring may occur regardless of any password protection or other security. Furthermore, nothing composed, stored, sent, transmitted, copied, received, accessed, handled, viewed, read or otherwise found on the Company's Communications Systems is private; rather, it is all open to view by the Company at any time, in the Company's sole discretion.

### **Business-Related Purpose**

The Company's Communication Systems are designed to facilitate business transactions and their use should be limited to communications solely related to such business-related subjects, and are not intended for communication of a personal, private, or non-business matter or nature.

Employees may not spend an excessive amount of work time on personal telephone calls or personal matters, including on personal telephone calls that are made from or to employees' private cell phones. Employees may not leave their work areas to take or make private cellular telephone calls.

### **No Discrimination/Harassment**

The Company strives to maintain a workplace that is free of harassment and discrimination. Therefore, the Company prohibits the use of the Company's Communication Systems in ways that violate any Company policy, including but not limited to the Policy against Harassment, the policy regarding violence and threats in the workplace, and any state or federal law. The Company specifically prohibits displaying, downloading, storing, or emailing sexually explicit images or messages through its Communications Systems.

### **Consent**

By using the Company's Communication Systems, you consent to review and abide by the terms of this Communication Systems Policy, including its monitoring component; you agree to comply with all limitations on the use of the Company's Communication Systems (as stated herein and as otherwise communicated by the Company); and you understand that the Communication Systems are not a private communication medium and may be monitored and/or accessed at any time by the Company, in its sole discretion.

### **Disciplinary Action**

Employees who misuse the Company's Communication Systems or otherwise fail to follow the terms and conditions set out above will be subject to disciplinary action, up to and including immediate termination.

Employees with questions regarding this policy should contact their supervisor or the Human Resources Department. This policy, like other policies in this Employee Handbook, will not be construed or applied in a manner that interferes with employees' rights under the National Labor Relations Act.

## Social Media Policy

Participating in Social Media sites and blogging can be excellent ways to develop your personal and professional networks and to engage in business development. Social Media includes online platforms that enable people to communicate and facilitate activities such as professional or social networking, posting opinions or commentary, and sharing pictures, audio, video, or other content. Social Media includes personal websites and all types of online communications, including Facebook, Google+, Instagram, Snapchat LinkedIn, Twitter, YouTube and blogs.

The Company has developed this policy that all employees who participate in online social and professional forums must follow. This policy is in addition to (i.e., it does not replace) the Company's other existing policies, including the Company's policies prohibiting discrimination and harassment and the Communication Systems Policy. Please remember that these policies also apply to your online activities, including your participation in any Social Media sites.

- **Protect confidential information.** Employees must maintain the confidentiality of the Company's trade secrets and private or confidential information. Trade secrets may include information regarding the development of the Company's clients, processes, products, services, know-how, and technology.
- **Abide by the law.** The Company expects employees not to engage in activities that violate applicable federal and state law when using Social Media. Employees must also abide by the laws governing copyright and fair use of copyrighted material owned by others, including Company logos, marks and other intellectual property.
- **Be respectful.** Employees must not use Social Media to harass, bully, threaten, or discriminate against colleagues, customers, competitors or others.
- **Don't forget your day job.** The Company's workplace technologies are designed for business use. Social networking should not affect employees' productivity or interfere with work time. The Company expects employees to keep their participation in social networking sites (as in other personal, non-work-related communications and activities) to a minimum while at work.
- **Expressing personal opinions.** Employees should not represent themselves as a spokesperson for the Company. Employees may not post anything in the name of the Company or in a manner that could reasonably be attributed to the Company without prior authorization from the President. Employees posting comments online related to their work or the Company should make clear that they are not speaking on behalf of the Company. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Gebruder Weiss"

Employees who fail to follow this policy will be subject to disciplinary action, up to and including immediate termination. Any questions regarding this policy should be directed to your supervisor or the Human Resources Department.

This policy, like other policies in this Employee Handbook, is not intended to interfere with employee rights under any applicable federal or state laws, including the National Labor Relations Act. To the extent that anything in this policy conflicts with any law, the terms of that law will control.

## **Smoking Policy**

No smoking of any kind, including electronic cigarettes, vaporizers, and chewing tobacco, is permitted inside any Gebruder Weiss office. Smoking may take place only in designated smoking areas outside and at least fifteen feet from Gebruder Weiss facilities. The Company also prohibits smoking in Company-provided vehicles.

## **Alcohol and Substance Abuse**

Gebruder Weiss is a drug-free workplace. The Company prohibits employees from possessing, holding, using, having, ingesting, consuming, manufacturing, selling, transferring, distributing, offering for sale, transfer, or distribution or being under the influence of prohibited drugs and/or alcohol at any time while (a) on the Company's premises; (b) driving Company vehicles or one's own personal vehicle on Company business; (c) conducting business on behalf of the Company, at the Company's premises or elsewhere; and/or (d) otherwise representing the Company. The only exception to this prohibition applies with respect to consumption of alcohol when employees obtain prior authorization from their supervisor.

For purposes of this policy, the term "prohibited drugs" means any substances that are illegal or controlled by law and/or the metabolites of such substances. The term also includes prescription drugs whenever such drugs are being used or handled outside of the lawful prescription for such drugs. An employee will be considered to be "under the influence" if he/she drinks alcohol during working time or within an hour prior to reporting or returning to work (such as on a lunch or other break) or if he/she has any prohibited drug (as defined above) in his/her system.

The Company reserves the right to test employees for drugs and/or alcohol, in accordance with applicable law. If there is reason to suspect that the employee is working while under the influence of prohibited drugs or alcohol, the employee will be suspended with pay until the results of a drug and alcohol test are made available to Gebruder Weiss by the testing laboratory.

Employees who fail to follow the terms and conditions set out above, test positive as a result of testing, or refuse to submit to testing will be subject to disciplinary action, up to and including immediate termination.

## **Gifts**

Advanced approval from management is required before an employee may accept or solicit a gift of any kind from a client or clients. Employees are not permitted to give unauthorized gifts to clients.

## **Solicitations and Distributions**

For safety and privacy reasons, and in order to avoid unnecessary disturbance of employees at work, solicitation by an employee of another employee to promote or support any cause or organization is prohibited while either person is on working time. In addition, the distribution or circulation of any written or printed material is prohibited during working time and must, at all times, be confined to non-working areas. Non-employees are not permitted to trespass, distribute literature or printed materials of any kind, solicit financial contributions for any cause, or conduct any activity on Company property that is not specifically authorized and directly related to Company business.

As used in this policy, “working time” includes all time for which an employee is paid and/or is scheduled to be performing services for the Company. Working time does not include break periods, meal periods or periods during which the associate is not, and is not scheduled to be, performing services for the Company. “Working areas” means those areas in the Company’s facilities in which Company business is conducted, excluding such locations as lunch rooms, cafeterias, break rooms and other area in which employees are permitted while not working.

## **Complaint Procedure**

Any employee who has a job-related issue, question, or complaint should first discuss it with his or her immediate supervisor. If the issue cannot be resolved at this level, Gebruder Weiss encourages employees to contact his or her Branch Manager. If the issue cannot be resolved at this level, the employee should contact the Human Resources Department in writing.

## **Corrective Procedure**

Unacceptable behavior may result in any one or more of the following steps, in any order: (a) verbal notice, (b) written notice, (c) suspension, (d) final notice, and/or (e) termination. This does not mean, however, that all employees in all circumstances are entitled to progressive discipline. Consistent with the “At-will” employment relationship, the Company reserves the right to terminate an employee at any time, for any reason or no reason at all, with or without cause and with or without notice.

## **Transfer Policy**

Gebruder Weiss recognizes that a desire for career growth and other needs may lead an employee to request a transfer to another open position. An employee with proper qualifications, who is not on any level of coaching and counseling or corrective action, will be eligible for consideration for transfer to another department provided that the transfer does not occur within three months of the employee's date of hire or within one year of any previous transfer. Please note that transfers are not guaranteed, and are within the sole discretion of the Company.

## **Outside Employment**

Employees may not take an outside job, either for pay or as a donation of their personal time, with a customer or competitor of Gebruder Weiss; nor may employees do work on their own if it competes or interferes in any way with their ability to perform work for the Company in a satisfactory manner when scheduled to do so.

## **Employment Termination/Resignation**

If you choose to leave Gebruder Weiss, the Company requests that you provide at least two weeks advance notice of your resignation.

## **Exit Interview**

In a voluntary separation situation, Human Resources will schedule an exit interview to discuss the employee’s reasons for leaving and any other impressions that the employee may have about the Company.

## **Return of Company Property and Outstanding Debts**

All Gebruder Weiss property (in any form, whether paper, electronic or otherwise) issued to the employee or in the employee's possession, including but not limited to computer equipment, phones, iPhones, iPads, badges, keys, parking passes, Company credit card, memberships, memory sticks, training materials and Company records and documentation, must be returned to Gebruder Weiss at the time of termination. Employees will be responsible for any lost or damaged items, in accordance with applicable law.

## **Conflict of Interest**

Employees have an obligation to avoid actual or potential conflicts of interest when conducting Company business. A conflict of interest occurs when private interests interfere, or even appear to interfere, with Gebruder Weiss business. Because it impairs our ability to make objective judgments, any conflict of interest, or even the appearance of one should be reported to the employee's supervisor or the Human Resources Department.

## **Work Environment**

Gebruder Weiss is committed to a positive work environment where all employees, co-workers and managers are treated with respect and dignity in all direct and indirect communications and interactions and are sensitive to diverse beliefs and backgrounds. Employees are expected to comply with management directives regarding Company, branch or departmental goals and objectives as well as the manner in which each is achieved in the performance of their duties.

## **COMPENSATION POLICIES**

### **Base Compensation**

It is Gebruder Weiss' desire to pay all employees' wages or salaries that are competitive with other employers in the marketplace and in a way that will be motivational, fair, and equitable. Compensation may vary based on roles and responsibilities, individual, and Company performance, and is paid in compliance with all applicable laws.

### **Performance Bonuses**

Performance bonuses may be given to Gebruder Weiss non-commissioned employees at the sole discretion of management. There are two factors that typically determine bonus availability and amounts: (a) Company performance-profits, and (b) personal performance. Employees must be actively employed on the date bonuses are paid to be eligible for a bonus. Please note that fact and timing of performance bonuses are not guaranteed, but rather are at the sole discretion of the Company.

### **Commissions**

Earned sales commissions are paid quarterly. Your Branch Manager will provide you with your sales commission's formula, schedule, and other required information in accordance with applicable law. Commissions are "earned" when the Company receives payment for the corresponding sale from the customer.

### **Timekeeping Procedures**

By law, Gebruder Weiss is obligated to keep accurate records of the time worked by hourly employees. Each hourly employee must fill out the appropriate time sheet daily and time sheets must be completed in accordance with the Gebruder Weiss time-reporting guidelines.

If an employee is unable to record his/her time or cannot access the HRONLINE system, it is the employee's responsibility to notify his/her supervisor immediately.

A consistent pattern of missed time sheets, altering, falsifying, or tampering with time sheets or records, or recording time on another employee's time sheet may result in disciplinary action, up to and including immediate termination of employment.

### **Overtime Pay**

Overtime compensation is paid to non-exempt employees in accordance with federal and state wage and hour laws. Generally, the Company pays each non-exempt employee overtime pay for all hours worked above forty (40) in a workweek, at a rate of time-and-a-half of the employee's regular hourly rate of pay. Where required by state law, overtime pay is paid for hours worked above eight (8) in a workday, also at a rate of time-and-a-half of the employee's regular hourly rate of pay. Overtime pay is provided for hours actually worked; time off on holidays, paid time off or other leave (whether paid or unpaid) will not be considered hours worked for purposes of determining overtime pay. If state law requirements afford greater overtime entitlements to employees, the Company will adhere to those requirements.

All overtime work performed must receive the supervisor's prior authorization. Non-exempt employees who work overtime without receiving prior authorization from their supervisor may be subject to disciplinary action, up to and including termination of employment.

## **Payroll and Paydays**

Unless otherwise required by state law, employees are paid one week in arrears on a bi-weekly basis and payroll is distributed every other Friday of the month. All payroll checks are issued directly to the employee or by direct deposit every other Friday. If the employee is not available to receive his/her check on the scheduled pay date, it is mailed to the last address on file with Human Resources.

The Company takes all reasonable steps to ensure that employees receive the correct amount of pay in each payroll check 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 must promptly bring the discrepancy to the attention of the Human Resources Department so that corrections may be made as quickly as possible.

## **Pay Deductions and Setoffs**

The law requires that the Company make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Company also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Pay setoffs are pay deductions taken by the Company, typically to help pay off a debt or obligation to the Company or others, such as a garnishment of wages. Benefit Insurance payroll deductions will be deducted from 24 paychecks per year (excluding third paycheck in a month). If you have questions concerning deductions from your paycheck, please contact the Human Resources Department.

## **Pay Deductions for Exempt Employees**

Employees exempt from overtime pay requirements are entitled to receive a fixed, predetermined amount of compensation on a bi-weekly basis. This salary is not subject to reduction because of variations in the quality or quantity of the employee's work. There are, however, certain instances in which salary deductions may be taken, as expressly permitted by law. This policy describes the types of deductions that are permitted, and those which are prohibited, and establishes the procedure you must follow in the event you discover a deduction from your salary that you believe was improperly taken.

As a general rule, an employee will not be paid for any workweek he or she performs no work at all; however, an employee may take available paid time off in lieu of work to continue to receive compensation for such periods of time. Subject to this rule, the Company limits deductions to the following instances:

- When an employee is absent from work for one or more full days for personal reasons, other than sickness or disability. Deductions will only be made for full day absences in these circumstances.
- When the absence of one or more full days of work is caused by sickness or disability (including work-related accidents), if the sickness or disability is covered by, and taken in accordance with, a paid sick or disability policy maintained by the Company. The Company accordingly will not compensate an employee for full day absences for which the employee is already receiving compensation under Company policy.
- When an employee is absent because of jury duty, attendance as a witness, or temporary military leave, the Company will offset the employee's salary by the amounts received by the employee as jury duty fees, witness fees, or military pay for that particular pay period.
- Violations of major safety rules may result in unpaid disciplinary suspensions. This includes, without limitation, tampering with emergency devices.

- Infractions of workplace conduct rules may result in unpaid disciplinary suspensions. This includes, without limitation, violations of the policy against harassment, conflict of interest policy, or the alcohol and substance abuse policy.
- The initial or terminal week of employment. Employees will receive a proportionate share of their salary for the time actually worked in the first and last week of their employment with the Company.
- Leave under the Family and Medical Leave Act. A deduction of salary proportionate to the amount of time taken as leave under the FMLA will be taken.

If you believe that your salary has been subjected to an improper deduction, please contact the Human Resources Department. If it is determined that an improper deduction has been made, you will be reimbursed for the amount of the improper deduction, and the Company will take appropriate measures to ensure that such deductions are not made in the future.

## **Performance and Salary Reviews**

Gebruder Weiss wants to help employees succeed in their jobs. In an effort to support this growth and success, Gebruder Weiss has an annual review process for providing formal performance feedback. Feedback includes a Performance Evaluation and Development Plan. Performance reviews are generally held in January or July depending on the employee's anniversary date.

Salary/wage reviews typically occur in conjunction with the annual performance review process, but are not contingent upon the performance review. The calculation and implementation of changes in base salary/wage depend on market competitiveness, Company and personal performance and will typically occur annually. Please note that an increase in salary/wage is not guaranteed, and is at the sole discretion of the Company.

## **Opportunities for Advancement—Progression and Promotion**

Gebruder Weiss would like to provide employees with every opportunity for advancing to other positions or opportunities within the Company. Approval of progression moves or promotions depends largely upon training, experience, work record, and business need. However, Gebruder Weiss retains the right to look outside the Company for potential employees as well. In all instances, employment decisions are based on merit and business needs, and the Company does not discriminate in recruiting, hiring, compensation, promotion, or any other aspect of employment on the basis of any category or characteristic protected by federal, state, or local law, consistent with the Company's Equal Employment Opportunity Policy.

## **GROUP HEALTH AND RELATED BENEFITS**

### **Benefits Summaries and Eligibility**

Gebruder Weiss sponsors a comprehensive benefits program for eligible employees, and each benefit plan has specific eligibility conditions. The benefits are summarized in separate booklets called “summary plan descriptions,” which are available to employees through the Company’s benefit portal. The details of each benefit are contained in separate legal documents known as the “plan documents,” which take precedence over anything contradictory in the summaries or in this Employee Handbook. The Company’s benefits are subject to change, modification, or discontinuance by the Company, at its sole discretion, in accordance with applicable law.

All regular full-time employees will enjoy the benefits described in the individual plan documents as soon as they meet all of the eligibility requirements for each particular benefit.

Gebruder Weiss reserves the right to change its benefit plans, and the benefits available under such plans, at any time, with or without notice.

### **Health Insurance**

All eligible employees may choose a nationwide Preferred Provider Organization (PPO) medical insurance plan or Health Savings Account (HSA) insurance plan. Employees located in state of Illinois may also choose the Health Maintenance Organization (HMO) insurance plan in addition to the PPO & HSA listed above. An eligible employee's effective date of coverage will be the first of the month following employment start date with Gebruder Weiss.

### **Dental Insurance**

Gebruder Weiss has made every effort to find a comprehensive dental plan that will meet the needs of both families and individuals. A detailed explanation of benefits and how to use the insurance is available in the dental summary plan booklet provided by the insurance company. An eligible employee’s effective date of coverage will be the first of the month following employment start date with Gebruder Weiss.

### **Visual Care Insurance**

The Gebruder Weiss vision plan covers an eligible employee’s standard eye examinations, lenses, frames, or contacts. Certain limitations apply, and not all optical centers accept the current plan. A more detailed explanation of the plan and locations of optical centers that accept the Gebruder Weiss’ plan are available in the summary plan provided by the insurance company.

### **Disability Insurance**

Eligible employees are automatically covered by a third-party administered disability plan. Disability insurance is designed to assist an employee with income should the employee become partially or totally disabled and be unable to perform the essential functions of his or her job. The summary plan descriptions explain long-term and short-term disability benefits.

## **Life, Accidental Death, and Dismemberment Insurance**

The Gebruder Weiss Group Life Insurance covers all eligible employees. This insurance is payable in the event of the employee's death, in accordance with the policy, while the employee is insured. Accidental Death and Dismemberment Insurance is provided in addition to the employee's basic life insurance coverage. The summary plan provided by our insurance company includes details on employee life insurance and accidental death and dismemberment coverage. Optional life coverage is available at an additional cost to the employee.

## **Workers' Compensation**

All employees are entitled to Workers' Compensation benefits paid by Gebruder Weiss. This coverage is automatic and immediate and protects employees from work-related injury or illness. If an employee cannot work due to a work-related injury or illness, Workers' Compensation insurance pays his or her medical bills and provides a portion of his or her income until he or she can return to work.

## **Retirement Plans**

Gebruder Weiss supports employee retirement preparation and investment by providing a government-approved and regulated 401k plan for qualifying employees. Gebruder Weiss will make matching contributions to the individual account of each eligible employee, equal to:

- 100% of the employee's elective deferrals that do not exceed 3% of the employee's compensation for the plan year, plus
- 50% of the employee's elective deferrals that exceed 3% of the employee's compensation but do not exceed 5% of the employee's compensation.

The details regarding participation, contributions, vesting, administration, and investments are provided in the Summary Plan Description on the provider's website. Gebruder Weiss may discontinue its matching contributions at any time, in its sole discretion.

## **Educational Assistance**

Gebruder Weiss believes that education leads to self-improvement and recognizes that the skills and knowledge of its employees are critical to the success of the organization. The Company encourages higher education and, upon prior approval from Human Resources, may pay for courses which are directly related to a regular full-time employee's present job or which will help an employee prepare for more responsibilities or promotions within the organization.

All Gebruder Weiss employees must maintain satisfactory job performance at the time of the request and the time of the actual reimbursement.

Gebruder Weiss limits educational assistance to \$1,500 per year per employee.

The amount of educational assistance is based on the employee's final grade: Grade A = 100%; Grade B = 100%.

## **Training and Professional Development**

A specific schedule of basic training and orientation has been established for job and employment classifications. Coaching/Mentoring System provides guidance in professional development and Gebrüder Weiss encourages all interested employees to take advantage of the continuing education initiative and further job specific training. All courses must be approved by a manager and Human Resources.

## TIME-OFF BENEFITS

Please note that to the extent an employee's leave qualifies for leave under the FMLA, such time will run concurrently with the FMLA.

### Holiday Policy

All regular full-time employees are eligible to take off the following days as paid holidays:

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

The company has also recognized six additional holidays, in which THREE may be taken:

1. Martin Luther King Jr Day **OR** Presidents Day
2. Columbus Day **OR** Veterans Day
3. Christmas Eve **OR** New Year's Eve

Full Time employees will receive three „floating” holidays from the six listed above.

### Paid Time Off

All paid time off runs concurrently with FMLA-eligible leave. Please note that nothing in this policy is intended to alter the At-will employment relationship.

All time off requests must be entered in the company's online payroll system and approved prior to employee taking paid time off.

### Vacation

All regular full-time employees are eligible to accrue vacation time. Vacation is accrued on a monthly, prorated basis over the course of the calendar year, according to the following schedule:

Upon hire to end of Year 4	15 days per calendar year – accrual of <b>1.25</b> days per month
Start of Year 5 and up	20 days per calendar year – accrual of <b>1.67</b> days per month

Vacation time will only accrue on the first two paychecks of the specified month. In the case of a third paycheck in one month, vacation time will not be accrued. Vacation time will only accrue on 24 paychecks per calendar year.

An employee may, with the Company's permission, "borrow" then-unaccrued vacation time in a calendar year, but if his or her employment is terminated (regardless of the reason(s) for such termination), the employee must repay to the Company the value of the negative vacation pay balance.

To use accrued vacation, employees must obtain approval, in advance, from their supervisor. The Company will attempt to grant the request; however, business needs and staffing issues may require the Company to deny the request.

All regular Full time employees are eligible to have their birthday off after completing 90 days of full time employment. If the employee's birthday falls on a Saturday the employee can take the Friday before. If the employee's birthday falls on a Sunday then employee can take the Monday after. If the employee's birthday falls on a company or floating holiday, the employee will work with their manager to work out a suitable day. Payout or carry over credit to the following year will not be allowed. Payout of this benefit will not be given when an employee separates from the company.

Employees may carry over up to five (5) days of unused, accrued vacation time into the following calendar year. Vacation days carried over from the previous year must be taken prior to March 31, of the following year. Carry over days not taken by March 31 will be lost, except in the case of California employees, who are permitted to carry over any unused, accrued vacation time but may not, at any one time, and accrue more than 1.75 times the employee's annual allotment of vacation time. To the extent other state laws provide for additional carry over rights, the Company will comply with them.

Terminated employees will be paid out their accrued, unused vacation days, in accordance with applicable law.

### **Sick Time**

All regular full-time employees are eligible to accrue (4 hours) of sick time per paycheck unless different rate is required by state law with a maximum of 48 hours (6 days) per annum. Sick time is accrued on a per paycheck basis unless different rate is required by state law. Sick time is to be used for illnesses or injuries, and is not intended as personal or vacation time. Sick time may be used, with the Company's advance permission, for certain non-illness or non-injury related appointments for preventative care, such as dentist appointments, physicals, eye doctor appointments, etc. Vacation time must be used for all other absences.

Employees may be required to submit a note from their health care provider to verify the proper use of sick time. For absences due to injury or illness in excess of three consecutive work days, employees will be required to provide a fitness for duty certificate from their health care provider.

If the need for sick leave is foreseeable, employees must provide notice to their supervisor as soon as possible. Employees who are unable to report to work due to an illness must report their absence to their supervisor as soon as possible, but no later than within an hour of their scheduled start time. Employees must report their absence from work each day that they are ill, unless otherwise approved in advance.

Employees may carry over up to a maximum of 10 days of unused, accrued sick days. Carry over sick days may be used, with the Company's approval, for events including but not limited to medical emergencies, surgeries, or to bridge any elimination period to qualify for short term disability coverage. Unused, accrued sick days will not be paid out upon termination unless required by applicable law.

Please note that employees in certain cities or states may be entitled to additional sick leave. Please check with the Human Resources Department for further guidance regarding sick leave. Where state or local laws mandate greater or different sick pay benefits or protections, those laws will apply.

## **Bereavement Leave**

Generally, a regular full-time or regular part-time employee shall be entitled to up to three days Bereavement Leave upon the death of a spouse, domestic partner, son, daughter, stepson, stepdaughter, parent, stepmother, stepfather, brother, sister, stepbrother, stepsister, grandson, granddaughter, grandparent, mother-in-law, father-in-law, son-in-law, or daughter-in-law. Employees must notify their manager and Human Resources of the bereavement leave as soon as possible.

## **Jury Duty**

Gebruder Weiss is committed to supporting the communities in which the Company operates, including supporting Gebruder Weiss employees in fulfilling their responsibilities to serve as jurors. Employees must provide a copy of their jury duty summons to their direct supervisor and Human Resources upon receipt. Non-exempt employees will receive compensation during jury duty leave as required by applicable law. Exempt employees will continue to receive their salary during jury/witness duty in accordance with the Pay Deductions for Exempt Employees Policy. Exempt employees are required to turn in a copy of the jury pay check they receive so that the proper deductions can be made.

## **Voting**

In accordance with state law, Gebruder Weiss allows employees leave during polling hours in order to vote in federal, state or local elections, both primary and general elections.

Most employees will have time to vote during polling hours available outside of their normal work schedule. These employees will not be eligible to take any additional time off for voting purposes.

Employees who do not have sufficient time available during polling hours outside of their normal work schedule must request time off for voting in writing or via e-mail to their supervisor in advance of Election Day. The request for leave must clearly state that the employee needs leave in order to vote. The Company reserves the right to designate which hours you may leave to vote. No deductions will be made from wages or salaries, and employees will not be expected to make up the missed work hours.

## **Military Reserves or National Guard Leaves of Absence**

Eligible employees who serve in U.S. military organizations may take the necessary time off to fulfill their obligations and will retain all of their legal rights for continued employment under applicable laws, including the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state law. Employees must give the Company as much prior notice as possible of an anticipated absence from work for military leave. If you have any questions or need to take a military leave of absence, please contact the Human Resources Department.

## **Leaves of Absence (Locations With Fewer Than 50 Employees)**

Occasionally, for medical, personal, or other reasons, employees may need to be temporarily released from the duties of their job with Gebruder Weiss. It is the policy of Gebruder Weiss to allow its employees to apply for and be considered for certain specific leaves of absence. All requests for leaves of absence should be submitted in writing to Human Resources and will be determined on a case-by-case basis.

## **Family and Medical Leave Policy (Locations with 50 Employees or More)**

Gebruder Weiss grants family or medical leaves of absence in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"). FMLA leave may be paid, unpaid, or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. To the extent that anything in this policy conflicts with the FMLA or any applicable state law, or to the extent applicable state law provides greater benefits, the terms of FMLA and/or the state law shall control. Please note that paid time off and all other paid leave runs concurrently with FMLA leave.

### **Eligibility for Leave**

An employee is eligible for FMLA leave if he or she: (1) has been employed by Gebruder Weiss for at least 12 months; (2) has worked for Gebruder Weiss at least 1,250 hours in the preceding 12 months; and (3) is employed at a worksite where Gebruder Weiss employs 50 or more employees within 75 miles of that worksite.

### **Duration of Leave**

Gebruder Weiss provides eligible employees with up to twelve (12) workweeks of unpaid job-protected FMLA leave, for the qualified reasons set forth below, during any rolling twelve-month period, subject to the terms and conditions of this policy. For leave to care for a covered service member's serious injury or illness, Gebruder Weiss grants eligible employees a combined total of up to twenty-six (26) workweeks of unpaid job-protected leave during any rolling twelve-month period, on a per-covered-service member, per-injury basis, subject to the terms and conditions below.

This 12-workweek (or 26-workweek) period represents the combined total amount of FMLA leave available to eligible employees in a single twelve-month period under this FMLA policy. Leave entitlement is based on a "rolling" twelve-month period, looking back twelve months from the date the leave is requested to begin. Each time an employee takes leave, Gebruder Weiss will compute the amount of leave the employee has taken under this policy and subtract it from the 12 workweeks (or 26 workweeks) period of available leave. The balance remaining is the amount of FMLA leave the employee is entitled to take at that time.

In the case where spouses are both employed by Gebruder Weiss, the spouses are jointly entitled to an *aggregate* of twelve (12) weeks of FMLA for the birth and care of a child, for the placement of a child for adoption or foster care, or to care for a parent with a serious health condition. The spouses are jointly entitled to an *aggregate* of twenty-six (26) weeks of FMLA leave to care for a covered service member's serious injury or illness. FMLA benefits for eligible employees in this case are calculated on a prorated basis based on the number of hours each spouse worked over the twelve (12) weeks prior to the beginning of the leave.

### **Qualifying Reasons for FMLA Leave**

An eligible employee is entitled to FMLA leave for any of the following qualifying reasons:

- Because of the birth of the employee's son or daughter and to care for such son or daughter;
- Because of the placement of a son or daughter with the employee for adoption or foster care and to care for the newly placed child;

- In order to care for the employee's spouse, son, daughter, or parent (but not parent-in-law) with a serious health condition;
- Because of the employee's own serious health condition which makes the employee unable to perform the functions of his or her position;
- To care for the serious injury or illness of a covered service member if the employee is the spouse, son, daughter, parent or next of kin of the service member (up to a maximum of 26 weeks); and
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or has been notified of an impending call or order to covered active duty in the Armed Forces.

Leave for the birth, adoption, or placement of a child must be completed within twelve (12) months of that birth or placement.

## **Definitions**

### *Serious Health Condition*

A "serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider.

"Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility including any period of incapacity, or any subsequent treatment in connection with such inpatient care. For purposes of this policy, "incapacity" means inability to work, attend school, or perform other regular daily activities due to the serious health condition, treatment of that condition, or recovery from that condition.

A serious health condition involving "continuing treatment by a health care provider" includes any one or more of the following:

- A period of incapacity of more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (a) treatment (meaning an in-person visit) two or more times by a health care provider within 30 days of the first day of incapacity (the first treatment must take place within 7 days of the first day of incapacity); or (b) treatment by a health care provider on at least one occasion, within 7 days of the first day of incapacity, which results in a supervised regimen of continuing treatment
- Any period of incapacity due to pregnancy or prenatal care;
- Any period of incapacity or treatment for such incapacity due to a chronic serious health condition, which requires periodic visits (no fewer than twice per year) for treatment, continues over an extended period of time, and may cause episodic, rather than a continuing period of incapacity (such as asthma, diabetes, epilepsy);
- Permanent or long-term conditions for which treatment may not be effective, such as Alzheimer's, a severe stroke, or the terminal stages of a disease; and
- A condition requiring multiple treatments by a health care provider for restorative surgery after an accident or other injury or a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment.

Gebrüder Weiss requires employees to provide a doctor's certification of the serious health condition, following the procedures described in the "Certification and Verification" section (Paragraph 7.8.6) below.

Employees with questions about what illnesses are covered under this FMLA policy are encouraged to contact the Human Resources Department.

#### *Covered Service member*

A "covered service member" is a service member who is the eligible employee's spouse, son, daughter, parent or next of kin (i.e., the nearest blood relative).

For purposes of leave for a qualifying exigency, the service member must be on active duty or call to active duty status in support of a contingency operation as either a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve), or a retired member of the Regular Armed Forces or Reserve.

For purposes of leave to care for a covered service member's serious injury or illness, the service member must be a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or Reserves who is on the temporary disability retired list, who has a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy; or otherwise in outpatient status; or otherwise on the temporary disability retired list.

#### *Serious Injury or Illness*

"Serious injury or illness" means an injury or illness incurred by the covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank or rating.

#### *Qualifying Exigency*

A "qualifying exigency" includes the following:

- Addressing issues arising from short-notice deployment, i.e., a covered service member being notified of a call to active duty in support of a contingency operation seven or fewer days before the date of deployment (up to 7 calendar days may be used for this purpose);
- Attendance of military events and related activities, such as official ceremonies, or family support or assistance programs that are related to the active duty status of a covered service member;
- Arranging for childcare or to attend certain school related activities when necessary as a result of the active duty status of a covered service member;
- Making financial and legal arrangements to address the covered service member's absence while on active duty;
- Attending counseling provided by someone other than a health care provider for oneself, for the covered service member, or for the child of a covered service member, provided that the need for counseling arises from the active duty or call to active duty status of a covered military member;
- Spending time with a covered service member who is on short-term, temporary, rest and recuperation leave during the period of deployment (eligible employees may take up to five days of leave for each instance of rest and recuperation); and

- Participating in certain post-deployment activities.

## **Notice of Leave**

If an employee's need for FMLA leave is foreseeable, the employee must give at least 30 days advance notice in writing before FMLA leave is to begin based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered service member. The employee must complete a Request for Family and Medical Leave form.

When the need for leave is not foreseeable, the employee is expected to notify the Human Resources Department, in writing if possible, as soon as practicable. The notice must be sufficient to make Gebruder Weiss aware that the employee needs FMLA leave, and the anticipated timing and duration of the leave. *Simply calling in sick is not sufficient to trigger FMLA.* Employees who previously have taken qualifying FMLA leave must request additional FMLA leave by name or specifically reference the qualifying reason for the leave. Failure to respond to Gebruder Weiss' reasonable inquiries regarding the leave may result in a denial of FMLA protection if Gebruder Weiss is unable to determine whether the leave is FMLA-qualifying.

When scheduling for planned medical treatment, all employees must consult with Human Resources and make a reasonable effort to schedule the treatment so as not to unduly disrupt Gebruder Weiss' operations.

Failure to provide notice in accordance with this policy may result in the delay of the leave. Request for Family and Medical Leave forms are available from the Human Resources Department.

## **Certification and Verification**

### *For a Serious Health Condition*

If an employee is requesting leave to care for his or her own serious health condition or the serious health condition of a spouse, child, or parent, medical certification from the employee's or the family member's healthcare provider supporting the reason for the leave and its expected duration must be provided within 15 calendar days of it being requested. The Medical Certification Form is available from the Human Resources Department. Failure to provide a completed Medical Certification Form within 15 calendar days of it being requested may lead to a delay or denial of FMLA leave. This 15-day deadline may be extended only if it cannot be met despite the employee's diligent, good faith efforts. If circumstances arise that prevent you from meeting the 15 day deadline, you are required to notify the Human Resources Department immediately.

Gebruder Weiss, at its discretion, may require a medical examination by a second health care provider of its choice. If the second health care provider's opinion conflicts with that of the original health care provider, Gebruder Weiss may require an examination by a third health care provider, mutually selected by the employee and Gebruder Weiss, whose opinion will be final and binding. Gebruder Weiss will pay for the cost of any second or third certification.

Gebruder Weiss also may require an employee on FMLA leave to care for his or her own serious health condition or the serious health condition of a spouse, child, or parent to submit a medical recertification from time-to-time as warranted (generally every 30 days), and as permitted by applicable law. Gebruder Weiss may ask for the same information when obtaining recertification as that permitted for the original certification. Employees have the same obligations to participate and cooperate (including providing a complete and sufficient certification or adequate authorization to the health care provider) in the recertification process as in the initial certification process. Such recertification also must be provided within 15 calendar days of it being requested. This deadline will only be subject to extension in the circumstances described above. Failure to provide the recertification may result in a denial of continuation of FMLA leave until the recertification is provided.

It is the employee's responsibility to provide a complete and sufficient medical certification or recertification. Gebruder Weiss will advise an employee whenever the certification or recertification is incomplete or insufficient, and explain what additional information is necessary to make the certification complete and sufficient. The employee will be provided with seven (7) days to cure any deficiency in the certification. If not cured, FMLA leave may be denied.

Gebruder Weiss may contact the employee's or the family member's health care provider to seek clarification and authentication of the medical certification or recertification, after it has given the employee an opportunity to cure any deficiencies. Employee consent will be required before Gebruder Weiss contacts the health care provider for clarification (but not for authentication) of the medical certification or recertification. If an employee does not provide consent to allow Gebruder Weiss to seek clarification from the health care provider and does not otherwise clarify the certification or recertification, Gebruder Weiss may deny the FMLA leave. Under no circumstances will the employee's direct supervisor contact the employee's health care provider.

If an employee is requesting leave for the birth and care of a child or placement of a child for adoption or foster care, Gebruder Weiss may require the employee to provide a birth certificate or other documentation verifying the need for leave within 15 calendar days.

Where the employee's need for leave due to his/her own serious health condition or the serious health condition of the employee's covered family member lasts beyond a single leave year, Gebruder Weiss may require the employee to provide a new medical certification in each subsequent leave year. Such new medical certifications are subject to authentication and clarification, as well as second and third opinions.

#### *For a Qualifying Exigency*

Employees seeking leave because of a qualifying exigency arising out of the active duty or call to active duty status of a covered service member are required to provide a copy of the covered service member's active duty orders or other documentation issued by the military, indicating that the covered service member is on active duty or call to active duty status in support of a contingency operation and the dates of the covered service member's active duty service. Employees will be required to furnish such orders or other documentation once per active duty or call to active duty status. However, employees are required to provide a copy of any new active duty orders or other documentation issued by the military if the need for leave because of a qualifying exigency arises out of a different active duty or call to active duty status of the same or a different covered military member.

Employees requesting FMLA leave because of a qualifying exigency must provide a complete Qualifying Exigency Certification that describes the facts of the qualifying exigency, the approximate dates, and other similar information. Human Resources will provide you with the appropriate Certification form.

It is the employee's responsibility to provide a copy of the active duty orders or other military documentation and a complete and sufficient Certification form. You must do so within 15 calendar days of Gebruder Weiss' request. This 15-day deadline may be extended if it cannot be met despite the employee's diligent, good faith efforts. If circumstances arise that prevent you from meeting the 15 day deadline, you are required to notify the Human Resources Department immediately.

Gebruder Weiss will advise an employee whenever the Certification is incomplete or insufficient, and explain what additional information is necessary to make the Certification complete and sufficient. The employee will be provided with seven (7) days to cure any deficiency in the Certification. If not cured, FMLA leave may be denied.

If the qualifying exigency involves meeting with a third party, Gebruder Weiss may at its discretion contact the third-party individual or entity in order to verify the meeting or appointment schedule and the nature of the meeting between the employee and the specified individual or entity. The employee's permission is not required. Gebruder Weiss will not request any additional information from the third party.

Gebruder Weiss may also contact the appropriate unit of the Department of Defense to request verification that the service member is on active duty or call to active duty status. Gebruder Weiss will not request any additional information from the Department.

#### *For a Covered Service member's Serious Injury or Illness*

If an employee is requesting FMLA leave to care for a covered service member's serious injury or illness, Gebruder Weiss may request a Serious Injury or Illness Certification completed by the service member's authorized healthcare provider supporting the reason for the leave, its expected duration, and other similar information. Serious Injury or Illness Certification forms are available from the Human Resources Department. Gebruder Weiss may also request the employee to provide confirmation of his or her relationship to the seriously injured or ill service member.

You must provide confirmation of your relationship to the covered service member and a complete and sufficient Certification form within 15 calendar days of Gebruder Weiss' request. This 15-day deadline may be extended if it cannot be met despite the employee's diligent, good faith efforts. If circumstances arise that prevent you from meeting the 15 day deadline, please notify the Human Resources Department immediately.

Gebruder Weiss will advise an employee whenever the Certification is incomplete or insufficient, and explain what additional information is necessary to make the Certification complete and sufficient. The employee will be provided with seven (7) days to cure any deficiency in the certification. If not cured, FMLA leave may be denied.

Gebruder Weiss may contact the service member's health care provider to seek clarification and authentication of the Certification, after it has given the employee an opportunity to cure any deficiencies.

#### *Failure to Provide Certification or Recertification*

In the case of foreseeable leave, if an employee fails to provide certification in a timely manner, then Gebruder Weiss may deny FMLA coverage until the required certification is provided. In the case of unforeseeable leave, Gebruder Weiss may deny FMLA coverage for the requested leave if the employee fails to provide a certification within 15 calendar days from receipt of the request for certification unless not practicable due to extenuating circumstances. Absent such extenuating circumstances, if the employee fails to timely return the certification, Gebruder Weiss can deny FMLA protections for the leave following the expiration of the 15-day time period until a sufficient certification is provided. If the employee never produces the certification, the leave is not FMLA leave and is not protected.

An employee must provide recertification within the time requested by Gebruder Weiss (15 calendar days after the request) or as soon as practicable under the particular facts and circumstances. If an employee fails to provide a recertification within a reasonable time under the particular facts and circumstances, then Gebruder Weiss may deny continuation of the FMLA leave protections until the employee produces a sufficient recertification. Here too, if the employee never produces the recertification, the leave is not FMLA leave and is not protected.

### **Reporting While on Leave**

If an employee takes a leave because of his or her own serious health condition or that of a covered service member, the employee must contact the Human Resources Department on the 1<sup>st</sup> day of each month during the leave regarding the status of the condition and the employee's intention to return to work. Absent extenuating circumstances, failure to do so may result in disciplinary action.

### **Moonlighting While on Leave**

Employees are prohibited from engaging in other employment while on FMLA leave, without the express prior approval of Gebruder Weiss. Employees who violate this provision are subject to immediate termination of employment.

### **Substitution of Paid Leave**

FMLA leave is unpaid. However, to the extent that the employee has accrued paid time, it will be applied first against the employee's unpaid FMLA leave entitlement. In particular, when leave is requested because of the birth of a child or placement of a child for adoption or foster care, or because of the serious health condition of a covered service member, Gebruder Weiss requires that all of the employee's accrued paid vacation and personal days be substituted for the equivalent portion of the unpaid FMLA leave. When leave is requested because of an employee's own serious health condition, Gebruder Weiss requires that all of the employee's accrued paid sick, medical, short-term disability, vacation and personal days be substituted for the equivalent portion of the unpaid FMLA leave. Please note that substitution of paid leave time does not extend or expand one's leave rights under the FMLA. It merely alters the unpaid status of such leave.

### **Medical Benefits**

During FMLA leave, Gebruder Weiss will maintain the employee's health insurance benefits. If paid leave is substituted for unpaid FMLA leave, Gebruder Weiss will simply continue to deduct the employee's portion of the health insurance premium as a regular payroll deduction. If the employee's leave is unpaid, the employee is required to pre-pay his or her portion(s) of the premium(s) that will be due during the employee's leave or pay monthly by the first day of each month that the employee is on leave. If the employee is more than 30 days late in making a health insurance premium payment, Gebruder Weiss' obligation to maintain health insurance coverage ceases, and coverage may be terminated upon due notice.

In its sole discretion, Gebruder Weiss may pay the employee's share of the health insurance premium if the employee fails to make the premium payment. Gebruder Weiss will then be entitled to recoup any such payments that it has made on the employee's behalf.

Additionally, if the employee does not return to work after completion of FMLA leave, Gebruder Weiss will be entitled to reimbursement for its share of health insurance premium costs incurred during the employee's leave. The sole exceptions will be if the employee does not return to work because of a situation that would otherwise entitle the employee to FMLA leave or because of circumstances beyond the employee's control.

### **Intermittent and Reduced Schedule Leave**

Leave for the employee's own serious health condition or that of a family member or to care for a covered service member with a serious injury or illness may be taken intermittently or on a reduced leave schedule only if medically necessary and it must be that such medical need can be best accommodated through an intermittent or reduced leave schedule, provided the total length of leave does not extend beyond the maximum amount of FMLA available. Intermittent or reduced schedule leave for the birth of a child or placement of a child for adoption or foster care may be taken only with the agreement of Gebruder Weiss.

Intermittent leave is leave taken in separate blocks of time, rather than in one continuous period, and may include leave of periods from one hour to several weeks. Leave on a reduced schedule decreases the number of hours worked per workweek or workday. The salary of employees taking intermittent or reduced schedule leave may be adjusted accordingly.

Employees requesting intermittent leave or a reduced work schedule to care for a serious health condition or a covered service member's serious injury or illness must have the health care provider complete the appropriate Certification form, which indicates the medical necessity of an intermittent or reduced work schedule as well as a schedule of visits or treatments. Human Resources will provide the appropriate Certification form at the time the employee applies for FMLA.

If the need for leave is foreseeable based on planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly Gebruder Weiss' operations. For planned medical treatment, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified, which better accommodates recurring periods of leave than does the employee's regular position. The alternative position will have equivalent pay and benefits, but may not have equivalent duties. This may include assignment to a part-time job with the same hourly rate of pay and benefits. The Human Resources Department must approve any such transfers before they take place.

If an employee is normally required to work overtime, but is unable to do so because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's FMLA entitlement. In such a case, the employee is using intermittent or reduced schedule leave. Unsubstantiated patterns of failure to complete overtime shifts for which the employee has voluntarily signed up may result in disciplinary action.

Please note that employees are subject to the same standards and Company policies while on intermittent or reduced schedule leave. Absent extenuating circumstances, failure to continue to meet Gebruder Weiss' legitimate expectations with respect to job performance or following Gebruder Weiss' policies and practices will subject employees to disciplinary action, up to and including immediate termination.

### **Returning from Leave – Fitness for Duty**

An employee returning from FMLA leave due to his or her own serious health condition will be required to submit an original fitness for duty certification from the employee's health care provider certifying that the employee is medically fit to resume work, or that the employee can perform the essential functions of the job with reasonable accommodation, including any restrictions. Gebruder Weiss requires that the fitness for duty certification address the employee's ability to perform the essential functions of the employee's job.

Gebruder Weiss may contact the employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification.

If the employee does not provide a fitness for duty certification, reinstatement will be delayed until the release is provided. If the employee ultimately fails to provide either a fitness-for-duty certification or a new medical certification for a serious health condition, the employee may be subject to termination of employment.

Gebruder Weiss requires a certification of fitness to return to duty for absences taken on an intermittent or reduced leave schedule up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his/her duties based on the serious health condition for which the employee took such leave. Gebruder Weiss will inform the employee at the same time it issues the designation notice that for each subsequent instance of intermittent or reduced schedule leave that the employee will be required to submit a fitness-for-duty certification unless one has already been submitted within the past 30 days.

### **Reinstatement**

Gebruder Weiss will restore an employee who returns from FMLA leave at the conclusion of that leave to the same position and benefits upon return to work, unless the employee was a "key employee" (see Paragraph O). If the employee's former position has been filled, the employee will be placed in an equivalent position. Gebruder Weiss will make a determination as to whether a position is an "equivalent position."

Individuals who extend their leave beyond the 12 week allowance (or 26 week allowance in the case of a covered service member's serious injury or illness) are no longer eligible for job guarantee or access to benefits at the employment rate.

An employee will not lose any benefits accrued before the period of leave, except to the extent that such benefits have been used during the FMLA leave (for example, vacation or other paid time off).

### **Extended Leave for Serious Health Condition**

An extension of an employee's leave beyond that available under the FMLA because of the employee's own serious health condition may be granted by Gebruder Weiss, at its sole discretion, upon request. If the employee does not return to work on the originally scheduled return date, and fails to request in advance an extension of her or his leave, the employee will be deemed to have voluntarily terminated employment. Furthermore, an employee who receives approval for an extended leave of absence will be on leave for that extended period without the job protection guarantee accorded by the FMLA. In other words, the employee may be returned to work at the end of the approved extended leave period, but may be returned to work in a different non-equivalent position than that in which she/he was previously employed.

### **Key Employees**

Gebruder Weiss may deny job restoration to certain employees known as "key employees," if such denial is necessary to prevent substantial and grievous economic injury to Gebruder Weiss' operations. A "key employee" is a salaried FMLA-eligible employee who is among the highest paid 10% of all the employees employed by Gebruder Weiss within 75 miles of the employee's worksite. Such key employees will be notified of their rights and responsibilities in accordance with applicable law.

### **Rights under FMLA**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under the FMLA, or to discharge or discriminate against any employee for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

### **Modification**

Gebruder Weiss reserves the right to modify or amend this FMLA policy in the future as permitted or required by applicable law.

### **Leave to Care for a Covered Service Member**

Eligible employees are permitted up to twenty-six (26) workweeks in a twelve-month period to care for a "covered service member" undergoing medical treatment, recuperation, therapy, or is otherwise in "outpatient status" or on the temporary disability list for a "serious injury or illness," as those terms are defined above.

The 26-workweeks of leave will be reduced by any other leave taken under the FMLA policy during the rolling 12-month period during which leave is requested to care for a covered service member. Unless otherwise specified below, all provisions and procedures of the FMLA policy set forth above apply to leave to care for a covered service member with a serious injury or illness.

Leave to care for a covered service member is applied on a “per-covered-service member, per-injury basis.” This means leave for this reason is generally a one-time entitlement that does not renew each year like other types of FMLA-qualifying leave. Employees may be entitled to take more than one period of 26-workweeks of leave only if the leave is to care for a different covered service member or to care for the same service member with a subsequent serious injury or illness. Employees are not entitled to an additional 26-workweeks of FMLA leave to care for a covered service member for the same, aggravation of, or complication of the initial serious injury or illness.

### **Disciplinary Action**

Gebruder Weiss will thoroughly investigate all suspected improper or fraudulent use of FMLA leave. Employees who improperly or fraudulently use FMLA leave will be subject to disciplinary action, up to and including immediate termination of employment

### **Questions/Concerns/Complaints**

If you have any questions, concerns or complaints about Gebruder Weiss’ FMLA policy or your rights and responsibilities under the FMLA, please contact the Human Resources Department.

## **BUSINESS EXPENSES**

### **Introduction**

The following is a comprehensive guide to the Gebruder Weiss business expense policy and procedures for the reporting and reimbursement of expenses. Any manager who approves expense reports should be familiar with this policy—authorizing an expense report indicates to Gebruder Weiss that the expenses reported are legitimate, reasonable, and complies with this policy.

### **Company Supplies, Other Expenditures**

Only authorized persons may purchase supplies in the name of Gebruder Weiss. No employee whose regular duties do not include purchasing may incur any expense on behalf of the Company. Without a properly approved purchase order, Gebruder Weiss is not obligated to reimburse any purchase.

For additional information, please contact the Finance Department prior to making the purchase.

### **Travel Policy**

Please see the branch manager for details about making appropriate work-related travel arrangements. Employees are required to submit a travel application for any travel that will exceed 500.00 USD in expenses to their direct manager. Travel applications and policies can be found on the USA Intranet SharePoint page under Find Help Here. No bookings are permitted until the application has been submitted and approved. Failure to complete the application may result in corrective action and/ or termination.

### **Expense Reimbursement**

Under ordinary circumstances, it is the policy of Gebruder Weiss to reimburse reasonable travel and other business expenses. Persons traveling on Gebruder Weiss business are entitled to reasonable transportation, hotel accommodation, meals, and limited incidentals (for example, taxis and telephone calls) that meet reasonable and adequate standards for convenience, safety, and comfort. This does not include use of the hotel room mini bar and in-room movies.

An approved travel application is required prior to booking travel and must be submitted with an approved expense report including relevant supporting documentation (i.e., receipts) must be received by the Finance Department to be eligible for reimbursement. Failure to timely submit expenses may result in delay and/or forfeiture of reimbursement.

### **Auto Allowance/Mileage**

Auto allowances are paid on a monthly basis, through the payroll and are subject to taxes and normal deductions. This is a taxable benefit unless you complete detailed business mileage reports on a monthly basis and send these in with your expenses to Accounts to comply with IRS rules.

The use of a personal automobile for business related travel is only authorized if the automobile is covered by a current insurance policy for bodily injury and for property damage and you have a valid state driver license. Employees are required to provide proof of this. Any damages, repair costs, and/or maintenance costs incurred by an employee in the use of their privately owned vehicle in conjunction with Company business is the sole responsibility of the employee.

### **Car Rentals**

Gebruder Weiss expects its employees to 'shop wisely' with a car rental agency offering discounted rates and direct billing. Gebruder Weiss suggests the use of small to mid-size vehicles unless a larger vehicle is necessary and justifiable for business purposes. Collision and liability insurance coverages should be purchased when renting a car for domestic business purposes, and the car rental needs to be made in the name of the employee.

### **Tolls**

Toll costs will be reimbursed when conducting Company business. However, tolls to and from work are NOT reimbursable. You can record tolls on your expense form as a weekly or monthly figure, and must attach receipts or statement.

### **Air Travel**

Reservations for all domestic air travel can be made by the employee with management pre-approval only or company agreed preferred sites.

All accommodation and other costs outside the scope of actual business activity are to be paid for by the employee.

### **Spousal Travel**

Travel expenses related to an employee's spouse are not reimbursable by the Company.

### **Lodging**

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. Prior approval by management is required before making accommodations. Approved lodging to be booked with company agreed preferred hotels found on the [USA SharePoint Find Help Here Page](#).

### **Business Meals**

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business location and hours. All original itemized receipts must be included with the employee's travel and expense report. Any employee expense report received without the receipts will be returned to the employee.

### **Cell Phone Reimbursement**

We reserve the right to bill you for any unnecessary costs occurred which are considered excessive, or not business related. Business calls made from a home or personal cell phones are reimbursed on a call-by-call basis when an invoice copy is attached. In the event a Company cell phone is damaged or lost, it may be the employee's responsibility to replace the phone at his/her own expense.

Employees who are eligible for a Company cell phone have the option to bring their own device rather than use Company device. Please request and review the Bring Your Own Device (BYOD) policy for further information.

### **Submitting Monthly Expense Report Forms**

It is the employee's responsibility to prepare and submit a Monthly Expense Report to receive reimbursement for business related expenses. Cash expense reports must be approved and submitted by the 15<sup>th</sup> of the following month. American Express Expense reports must be submitted by the 5<sup>th</sup> of the following month.

In order for business related meals and entertainment expenses to be deductible, IRS regulations require that the amount and date of the expense, specific business purpose, name/title/company of people entertained, and name/location of the establishment where the event took place and time of the business discussion and entertainment be documented on the expense form. There are no exceptions. Failure to do this will result in expenses being added to the employee's taxable benefits on the year-end W-2 tax form for IRS purposes, and the employee will be liable for the tax. All claimed expenses must have an original receipt. Monthly Expense Report forms must be signed by the employee and approved by their supervisor before being submitted to Accounts Payable for processing before the end of the month or otherwise instructed by the Finance Department.

### **Relocation**

This policy applies to current and newly hired Gebruder Weiss exempt employees who will be relocated to a new office or location greater than 50 miles away from their former work assignment due to company initiative. Senior Management must formally approve all relocation proposals before communicating to the candidate or employee.

Gebruder Weiss will pay a pre-determined and approved amount for reasonable costs of the move, transportation and lodging in connection with the transfer of the employee and the employee's dependents from the old location to the new location which will not exceed \$5,000.

Under the general provisions of this policy, a written relocation and repayment agreement for relocations will be entered into with the new hire or employee. The provisions of this policy will apply only to assignments and relocations that are planned to exceed 12 months.

Gebruder Weiss will reimburse reasonable amounts or provide advance assistance of expenses incurred as a result of the Company initiated relocation of staff for distances that exceed fifty miles from their current place of residence and assigned work location.

Accounting will audit expenses against relocation agreements and employees must document receipted expenses claimed for reimbursement.

Any provision that exceeds the standard relocation policy will be subject to two level of management approval above the department head requesting the excess provisions.

All relocation expenses must be incurred within 90 days of the date that the written relocation agreement is signed. Expenses incurred after this period will not be reimbursed. Some expenses will be paid directly by Gebruder Weiss. For all other reimbursement expenses, the employee must obtain receipts for incurred expenses and submit them along with Company reimbursement request forms.

If an employee leaves the Company for any reason other than death, disability or discharge without cause within 12 months of a paid relocation, the employee will pay the Company a prorated portion of all expenses paid to the employee or on the employee's behalf. Repayment must be made in full within 30 days of the employee's separation from the Company.

## **EMPLOYEE COMMUNICATIONS**

### **Open Communication**

Gebruder Weiss encourages employees to discuss any issues they may have with a co-worker directly with that person. If a resolution is not reached, employees should arrange a meeting with their direct supervisor. If the concern, problem, or issue is not properly addressed, employees should contact their manager. If the concern is not properly addressed, the employee should contact the Human Resources Department in writing. Any information discussed in an Open Communication meeting is considered confidential, to the extent possible while still allowing management to respond to the problem. Retaliation against any employee for appropriate usage of open communication channels is strictly prohibited.

### **Staff Meetings**

Supervisors and managers should have regularly scheduled meetings on a regular basis with their teams.

### **HR ONLINE SYSTEM**

Gebruder Weiss runs an intranet-based Company-wide Human Resources Online System service where employees can find Company documents and web links, submit PTO requests, update personal and work information, preview pay stubs and W-2 documents, and view organizational announcements and news/events. The employee is responsible for reading necessary information posted on the system.

### **Suggestions**

Gebruder Weiss encourages all employees to bring forward their suggestions and good ideas about making the Company a better place to work and enhancing service to Gebruder Weiss customers. Any employee who sees an opportunity for improvement is encouraged to talk it over with management. Management can help bring ideas to the attention of the people in the organization who will be responsible for possibly implementing them. All suggestions are valued.

### **Closing Statement**

Successful working conditions and relationships depend upon successful communication. It is important that employees stay aware of changes in procedures, policies, and general information. It is also important to communicate ideas, suggestions, personal goals, or problems as they affect work at Gebruder Weiss.

## EMPLOYEE HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received a copy of the Gebruder Weiss, Inc. Employee Handbook.

I am aware that if, at any time, I have questions regarding Company policies I should direct them to my manager or Human Resources.

I understand that the Employee Handbook and other related documents do not form a contract of employment or a legal document. I further understand that nothing contained in the Employee Handbook may be construed to imply a contract or a guarantee of continuing employment or of the terms, conditions and benefits of employment. I acknowledge that my employment with the Company is "at will" and that my employment can be terminated at any time, for any reason or no reason at all, with or without cause and with or without notice. I acknowledge that no representative of the Company has authority to enter into any agreement contrary to the at-will relationship. Only the Chief Executive Officer of the Company has the authority to make any agreement other than at-will, and then only in writing.

I also am aware that Gebruder Weiss, Inc., at any time, may change, add to, or delete from the provisions of the Employee Handbook. I acknowledge that revised information supersedes, modifies, or eliminates existing policies. I acknowledge that this Employee Handbook supersedes all prior versions and cannot be changed unless it is done so in writing by the Company.

I acknowledge that the Employee Handbook has been given to me in hard copy and is always available from the Human Resources Department. I have read the Employee Handbook including without limitations the equal employment opportunity policy, anti-disability discrimination and reasonable accommodation policy, policy against harassment, at will employment policy, timekeeping and overtime policies, communication systems policy, and alcohol and substance abuse policy. I understand that it is my responsibility to comply with these policies as well as all other policies contained in this Employee Handbook and any revisions made thereto.

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Employee's Printed Name

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Position

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Employee's Signature

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Date