

**ROCK STRATEGIC  
CONSTRUCTION LLC**

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**ROCK CONSTRUCTION  
MAINTENANCE GROUP**

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**ROCK STRATEGIC  
CONSTRUCTION GROUP**

# **EMPLOYEE HANDBOOK**

**January 2024**

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## INTRODUCTION AND DISCLAIMER

Welcome! This Employee Handbook (“Handbook”) is designed to provide you with an overview of the policies and procedures that relate to your employment with Rock Strategic Construction LLC (the “Company”).

All employees of the Company are subject to the terms and conditions of the policies contained in this Handbook, and employment or continued employment after receipt of this Handbook constitutes your agreement to abide by the policies contained herein. Not all Company policies and procedures are set forth in this Handbook. We have summarized only some of the more important ones, and have, where necessary, identified policies applicable to specific states. If you have any questions or concerns about this Handbook or any other policy or procedure, please ask your Manager, District Manager or the Human Resources Manager.

This Handbook does not create an employment contract, either express or implied, between the Company and its employees, nor does it guarantee employment for any specific duration. Nothing contained in this employee Handbook should be construed as a promise or guarantee of continued employment or any benefit. The employment relationship between the Company and its employees is at-will. This means that either the employee or the Company may end the employment relationship at any time, with or without cause or reason. This at-will relationship cannot be altered by any oral statements or any statements in this Handbook, and instead, can only be altered by an express employment contract signed by both the employee and an executive or officer of the Company with authority to bind the Company.

This Handbook and the policies herein supersede and replace any and all prior handbooks and policies contained in those handbooks, and, other than the mutually-binding arbitration agreement the Company will ask you to sign separately, the policies in this Handbook are subject to change at the Company’s discretion, as are all other policies, procedures, benefits, or other programs of the Company.

If any policy in this Handbook conflicts with any applicable federal, state or local law, the Company will comply with the applicable federal, state or local law. You are expected to know and be familiar with the contents of this Handbook. Please read it carefully.

### Where to Direct Questions

The Company understands you may have questions about your employment and this Handbook. In the event your manager cannot answer a question, please direct your questions to the Company Hotline at (972) 432-0456 for additional information.

[WWW.ROCKSTRATEGIC.COM](http://WWW.ROCKSTRATEGIC.COM)

is also a 24-hour resource to find information and ask questions about the Company and your employment and to access the latest version of the Employee Handbook by entering password: **RSC**

## **SECTION 1: GENERAL EMPLOYMENT POLICIES**

### **1.1 EQUAL EMPLOYMENT OPPORTUNITY**

The Company is an equal opportunity employer and is committed to selecting and retaining the best qualified individuals based upon job-related qualifications, regardless of race, sex, color, religion, national origin, age, sexual orientation, gender identity/expression, pregnancy, childbirth or pregnancy-related conditions, military and/or veteran status, disability or any other characteristic protected by applicable local, state, or federal law. This commitment includes recruitment, selection, transfers, promotions, scheduling, corrective action, compensation, benefits, separation or any other term and/or condition of employment.

With respect to employees in Utah, they may express religious and moral beliefs in the workplace in a reasonable manner on equal terms with similar expressions allowed by the Company, and the Company will not discharge, demote, refuse to hire, retaliate, or discriminate against an employee based on expressions of religious, political, or personal belief outside of the workplace.

### **1.2 AT-WILL EMPLOYMENT**

All employees of the Company are employed at-will and this Handbook does not create a contract of employment. Unless you have an individual written employment agreement for a definite period of time that is signed by you and an authorized Company representative, your employment may be terminated by you or the Company any time, for any reason not prohibited by law, with or without cause and with or without notice. Absent such an agreement, the only contract of employment between you and the Company, is the agreement that your employment is at-will.

### **1.3 IMMIGRATION LAW COMPLIANCE**

The Company complies with the Immigration Reform and Control Act of 1986 and applicable state law. The Company does not unlawfully discriminate on the basis of citizenship or national origin. All new employees, as a condition of employment, must complete the Employment Eligibility and Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are rehired must also complete the Form I-9 if they have not completed it with the Company within the past three (3) years or if their previous I-9 is no longer valid. An employee may raise questions or complaints about immigration law or compliance without fear of unlawful retaliation.

### **1.4 REASONABLE ACCOMMODATIONS**

#### ***Americans with Disabilities Act***

The Company is committed to complying fully with the Americans with Disabilities Act (“ADA”) and the Americans with Disabilities Act Amendments Act (“ADAAA”), state, and local laws, as well as ensuring equal opportunity for qualified persons with disabilities as it relates to the Company’s employment practices.

The Company engages in the interactive process and attempts to provide reasonable



accommodations to qualified individuals with a disability who are employees or applicants for employment as defined by the ADA and the ADAAA, provided that such accommodation does not constitute an undue hardship to the Company and/or that an employee does not pose a direct threat to himself or others. Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should direct their questions to the Office Manager to begin the interactive process.

### ***Religious Accommodations***

The Company is committed to complying fully with Title VII of the Civil Rights Act of 1964, as amended, to include the sincerely-held religious beliefs, observances, and practices of all employees as it relates to the Company's employment practices. The Company will make reasonable efforts to accommodate an employee's sincerely-held religious beliefs, observances, and practices if such accommodation is available and does not constitute an undue hardship on the Company. Employees should direct questions about religious accommodations to the Office Manager.

### ***Pregnancy Accommodations***

The Company is committed to complying fully with the Pregnant Workers Fairness Act and providing accommodations to the known limitations related to pregnancy, childbirth, or related medical conditions to the extent required by law. Employees should direct questions about pregnancy accommodations to Human Resources.

## **1.5 PROHIBITION AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION**

The Company prohibits unlawful discrimination, harassment, retaliation, and other forms of illegal or unethical conduct by any employee against any other employee, customer, vendor, or other third party. This policy sets forth examples of the types of conduct prohibited by our policies, as well as procedures for handling questions or complaints.

### ***Prohibited Conduct***

The Company prohibits any harassing or discriminating conduct because of race, color, religion, sex, gender identity/expression, sexual orientation, pregnancy, age, national origin, disability, veteran status, protected activity (such as opposition to prohibited discrimination), or any other basis prohibited by local, state, or federal law. Sexual and other forms of harassment come in many forms and can be directed against males or females. The Company expects all employees to act professionally at all times, and to use the complaint procedure detailed below if he or she believes that inappropriate conduct has occurred at the Company.

Prohibited conduct includes, but is not limited to, the following:

- ▶ derogatory or abusive statements, comments, slurs, or gestures based on an individual's protected characteristics;
- ▶ mocking, ridiculing, or mimicking another's culture, accent, appearance, or

- ▶ customs;
- ▶ epithets, slurs, or negative stereotyping based on any protected category;
- ▶ posting or circulating written or graphic material that denigrates or shows hostility or aversion toward an individual or group, based on a protected characteristic, that is placed on walls, bulletin boards, or elsewhere on Company premises or circulated in the workplace;
- ▶ the use of sexually suggestive language and other behavior, such as groping, patting, pinching, or rubbing;
- ▶ conduct that interferes with job performance or creates an offensive or intimidating work environment;
- ▶ unwelcome flirtation, requests for sexual favors, sexual advances or propositions, requests for "dates," and other verbal or physical conduct of a sexual nature;
- ▶ display of sexually suggestive or sexually explicit pictures (including cell phone pictures), greeting cards, books, drawings, photographs, magazines, websites, cartoons, or objects; and/or
- ▶ Implying, by words or actions, that an employee must tolerate or submit to sexual advances, or offensive, inappropriate, or abusive conduct.

Further, the Company is committed to the highest regard for law and ethics. Illegal or unethical conduct of any type is prohibited. If you believe that anyone has asked or instructed you to commit an illegal or unethical act, or if you believe you are being retaliated against for refusing to do so, you are required to report this *immediately*. The Company prohibits any employee from engaging in any illegal or unethical conduct, or asking or instructing another to do so. Further, if any customer or vendor engages in illegal or unethical activity, or asks you to do so, this must also be reported immediately.

### ***Retaliation Prohibited***

The Company prohibits retaliation against anyone who makes a good faith complaint or report under this policy, participates in an investigation of a complaint under this policy, or who otherwise acts to enforce or uphold this policy. If an employee believes he or she is being retaliated against in violation of this policy, the employee is required to report it immediately.

### ***Reporting Policy Violations***

If you believe you have been subject to or are otherwise aware of any conduct you believe violates this policy, whether involving fellow employees, customers, or vendors, you are required to timely report the matter, even if you are not the recipient or target of the conduct, and even if you are unsure whether the conduct would violate this policy. Further, **you *must* report all incidents of discrimination, harassment, retaliation, illegal, or unethical conduct directed at**

**you or another person, regardless of the offender's identity or position.**

**The report of suspected violations should be directed to the Company Hotline at (972) 432-0456 and/or to [www.RockStrategic.com](http://www.RockStrategic.com).**

At a minimum, your report must identify the details of the complaint, the date of the incident(s) at issue, the names of the persons involved, your name, and the names of any witnesses.

You are not required to report an alleged violation to the alleged harasser, but this does not excuse you from otherwise making a report to management through the hotline or the website provided herein.

### ***The Investigation***

The Company will promptly investigate all complaints, including interviewing the complainant and the alleged harasser where possible. An employee may be suspended, with or without pay, pending the results of the investigation. The investigation may include interviews with employees and others who may have relevant information. All employees are expected to cooperate fully and truthfully and provide all relevant information concerning the investigation. Failure to cooperate fully with an internal investigation may result in disciplinary action, up to and including discharge from employment. Knowingly making false allegations is a serious act of misconduct subject to corrective action, including termination.

The Company will maintain confidentiality of the complaint, the investigation, and the result to the extent possible. Where possible, the complaining party and any accused person will be given a full opportunity to present their views and will be advised of the results of the investigation.

If the investigation supports the complaint, the Company will take appropriate disciplinary action, up to and including termination. The goal of any disciplinary action taken will be to stop the inappropriate conduct and avoid its repetition. The discipline may vary depending on the severity of the inappropriate conduct, the employment history of the accused employee, and any prior complaints of similar inappropriate conduct. Appropriate disciplinary measures include suspension, counseling, transfer, demotion, or discharge. Regardless of the outcome of the investigation, the Company will not tolerate any retaliation against any employee for participating in the investigation of, or making an allegation of, discrimination or harassment.

## **1.6 OPEN-DOOR POLICY**

The Company encourages open communication, because it cannot attempt to resolve problems or address concerns unless employees communicate these problems or concerns to the Company. Therefore, it is important to provide clear and open channels for all employees to discuss these situations with their managers and higher authorities in a constructive environment. To accomplish this, a procedure has been established to aid in prompt and constructive problem solving.

The first step in this procedure is to discuss the problem with the immediate supervisor. Experience has shown that most problems can be settled at this level by a frank discussion of the

facts. However, if the problem involves the supervisor or if the problem is not resolved at this step, the employee may have all the facts carefully examined through the supervisor's manager. At any time through the process, the employee may contact the Office Manager for information or guidance. This policy does not guarantee any specific result or outcome.

## **1.7 COMMUNICATION SERVICES AND COMPANY EQUIPMENT**

To remain competitive, better serve our customers, and provide our employees with the best tools to do their jobs, the Company makes available to our workforce access to one or more forms of communication services and equipment including, but not limited to: mail, electronic mail, courier services, facsimiles, telephone systems, voicemail systems, computer networks and files, on-line services, computer files, intranet, Internet, video equipment, pagers, cellular phones (including Internet, text, and camera-enabled "smart phones"), and bulletin boards. All Company communication services and equipment, including the messages transmitted or stored by them, are the sole property of the Company. The Company may access and monitor employee communications and files, including all electronic communications. Employees have no reasonable expectation of privacy when using Company services and equipment, including electronic services and equipment.

The Company expects employees to use these resources in a professional, ethical, and lawful manner. Examples of appropriate usage include, but are not limited to: (1) communicating with fellow employees, customers, prospects, and suppliers regarding business matters; (2) researching topics that are relevant to your specific job requirements; and (3) conducting other business activities. Improper use of the Company's communication services and equipment may result in disciplinary action, up to and including termination.

Employees are prohibited from using the Company's communication services and equipment for any purpose that is illegal, including, but not limited to, the following:

- ▶ using Company communication services and equipment to access, transmit, retrieve, or store any communication that is:
  - discriminatory, harassing, or derogatory based on a protected characteristic;
  - obscene, sexually explicit, or pornographic;
  - physically threatening;
  - in violation of any license governing the use of software; or otherwise illegally downloading copyrighted software from the Internet. If an employee violates this policy by downloading copyrighted software, he or she shall assume full responsibility for his or her actions, and indemnify the Company accordingly;
  - otherwise illegal.

- ▶ downloading or using software or e-mail programs other than those specifically authorized by the Company;
- ▶ monitoring or intercepting the files or electronic communications of other employees or third parties;
- ▶ using the logins or passwords of other users;
- ▶ taking photographs or video, whether by camera phone or any other device, in areas such as restrooms, locker rooms, and other "private" places, regardless of whether or not subsequently disseminated to others; and/or
- ▶ using Company stationery or electronic forms for personal correspondence. Personal correspondence must not appear to be an official communication of the Company.

All files that are downloaded must first be scanned for possible infection. Any employee who knowingly tries to spread infected files or viruses will be subject to termination and/or criminal prosecution. All files and software lawfully downloaded through use of Company property themselves become the property of the Company.

Nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act.

## **1.8 MEDIA POLICY**

The Company asks that you direct all media inquiries to Christopher Aslam and to your supervisor for review and response. Such inquiries may include newspaper, TV and radio news requests, as well as requests for photographs to publish or otherwise share in any medium. This policy applies regardless of the inquiry topic, which may include general matters related to our business, products, services, or general Company or crisis information. Please note that filming requests (i.e., TV shows, movies, documentaries, and commercials) are also included within this policy and should be directed to Christopher Aslam.

You should not represent yourself as a Company "official" or "spokesperson," or communicate with members of the media or in any public medium as a Company "official" or "spokesperson," including online forums and newsgroups, regarding matters that relate to the Company, our business, or our customers without express authorization from Christopher Aslam.

Reporters or news crews who visit the Company unannounced who seek information about the Company, ask to speak with employees, or ask to photograph (or begin photographing anyone) should be politely referred to Christopher Aslam. Employees are not permitted to allow any film crew to film inside any Company premises without prior approval from the Office Manager.

Nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act.

## **1.9 ACCESS TO PERSONNEL FILES**

The Company maintains a personnel file on each employee. It is important to you and to the Company that your personnel records be accurate and up-to-date. It is your responsibility to notify the Company of any changes in your name, address (including e-mail address), phone number, marital status, social security number, number of dependents, and emergency contact information.

### ***Texas Stores***

Personnel files are the property of the Company, and access to the information they contain is restricted. Generally, only supervisors and management personnel of the Company who have a legitimate reason to review information in a personnel file are allowed to do so.

### ***Nevada and Utah Stores***

Personnel files are the property of the Company, and the Company will provide access to them or copies of them in accordance with applicable law.

Employees who wish to review their own file should contact their manager. With reasonable advance notice, employees may review their own personnel files in the Company's offices and in the presence of an individual appointed by the Company to maintain the files. If, after examining your personnel record(s), you believe it or they contain inaccurate information, you must advise your manager of any perceived inaccuracy within forty-eight (48) hours after you have reviewed your file. Your manager will review any such matters and determine whether any corrections are appropriate.

## **1.10 REPORTING UNSAFE CONDITIONS**

It is important that you are alert to unsafe hazardous conditions. All employees are responsible for maintaining a clean, safe work environment. Failure to do so may result in disciplinary action, up to and including termination. All employees are also required to promptly report unsafe conditions to management, and shall not be subject to retaliation.

## **1.11 ACCIDENTS AND EMERGENCIES**

The Company is a subscriber to workers' compensation insurance. All employees are required to ***immediately*** report all accidents, no matter how minor, and emergencies to management, and call 911 if necessary. Employees are also required to accurately complete and file an accident report with their manager within twenty-four (24) hours of an accident, where feasible. Failure to do so may result in disciplinary action, up to and including termination. If an employee is injured on the job and believes he or she needs medical treatment, he or she is expressly authorized to leave the workplace, with or without a supervisor's prior approval, for the purpose of seeking immediate medical treatment. Please direct any questions about workers' compensation benefits to the Office Manager.

## **1.12 SURVEILLANCE AND INSPECTION OF PROPERTY**

The Company uses audio and/or video surveillance in all work areas of its restaurants for safety and other reasons. Additionally, the Company may search and/or inspect any person or personal property belonging to you (vehicle, purse, briefcase, etc.) on Company premises. If you want to avoid inspection of any articles, materials, or other personal belongings, do not bring them on Company premises or store them in or on Company property. When you sign the Employee Handbook Acknowledgment form, you are knowingly and voluntarily consenting to surveillance and search by the Company.

## **1.13 ATTENDANCE AND WORK HOURS**

Regular attendance is an essential function of your job. Excessive absenteeism and tardiness can have a negative impact on our operations and on employee morale. The Company expects you to be at your station ready to work as scheduled and on time. The Company recognizes that circumstances may arise that will occasionally prevent you from coming to or arriving at work on time. Unsatisfactory attendance and/or punctuality may result in corrective action, up to and including termination of employment.

If you are going to be absent or late for any reason and you have not previously obtained approval from your immediate supervisor or manager, you must promptly notify your immediate supervisor or manager, where possible, to discuss the nature of the absence of tardiness. Just because you call in ahead of time is not an excuse for tardiness or absentness. Failure to report in may result in the absence being unapproved and considered time off without pay. Unapproved absences extending three (3) days or longer may be considered a resignation. The Company shall, in accordance with applicable law, make any necessary exceptions to this policy to comply with its disability, religious, and/or pregnancy accommodation policies.

## **1.14 INCLEMENT WEATHER**

The Company recognizes that weather can affect our operations. In the event of inclement weather (for example, ice storms or tornadoes), you are required, and it is your responsibility, to contact your immediate supervisor or manager to determine whether the office will be closed, open late, or close early.

## **1.15 CORPORATE KEYS AND PASSCODES**

Management-level employees are provided with keys and passcodes to access the office, and are prohibited from making duplicates of the keys or loaning/sharing them to anyone for use or duplication without prior written authorization from management. Employees are expected to safeguard the keys and passcodes at all times and must immediately report lost, compromised or stolen keys to their manager. All keys must be returned to the Company upon request or upon the termination of the employee's employment for any reason.

## SECTION 2: COMPENSATION AND TIME-KEEPING

### 2.1 EMPLOYMENT CLASSIFICATIONS

*Full-Time Employee* – an employee who is regularly working an average of thirty (30) hours per week.

*Part-Time Employee* – an employee who is regularly working a minimum of eight (8) hours a week and less than thirty (30) hours per week.

*Exempt Employee* – an employee who is exempt from the overtime requirements of the Fair Labor Standards Act (meaning the employee is not eligible to earn overtime).

*Non-Exempt Employee* – an employee who is not exempt from the overtime requirements of the Fair Labor Standards Act (meaning the employee is eligible to earn overtime).

### 2.2 PAYROLL DEDUCTIONS

The Company will comply with applicable laws related to payroll deductions.

### 2.3 REGULAR PAY PROCEDURES

The Company work week is Monday through Sunday, and the Company will comply with all state obligations related to paydays. Pay periods are bi-weekly and paychecks may be direct deposited at your optional election. If a scheduled payday falls on a Company-observed or other holiday, employees will be paid on the day preceding the holiday.

Employees have an obligation to review their paychecks for errors. In the event of underpayment, overpayment or any other error in the employee's paycheck, the employee is expected to inform their store manager as soon as possible for review and correction, if necessary. Lost or stolen paychecks should be immediately reported to the store manager. For employees who opt for direct deposit or their paychecks or pay via pay card, you are expected to immediately update Human Resources of any changes to your bank account and/or financial institution information. Failure to do so could result in a delay of your pay.

### 2.4 RECORDING TIME

It is the policy of the Company to comply with applicable laws that require records to be maintained of the hours worked by its employees. Non-exempt employees must accurately record all hours worked. "Hours worked" can include, but may not be limited to, sending and responding to work-related voice mails, phone calls, text messages, or e-mails after normal working hours.

Working "off the clock" is against the law and a violation of Company policy. If you have been instructed to work off the clock by anyone, meaning you have been asked to work and not accurately record your time worked, you must *immediately* report this matter to the Company through the website at [www.rockstrategic.com](http://www.rockstrategic.com), or through the Company Hotline at (972) 432-0456. Similarly, if you feel your pay has been improperly reduced, or is otherwise inaccurate, *immediately* notify your supervisor or manager. Reports of improper deductions will be



investigated and, if an improper deduction has occurred, you will promptly be reimbursed for any improper deduction(s) made.

Conversely, recording time that you did not work, and being paid for that time by the Company, is considered a theft of time, and can subject you to immediate termination of employment. Similarly, any falsification of a time card or record of any kind, or other violation of this policy, will lead to disciplinary action, up to and including termination of employment.

## **2.5 OVERTIME**

The Company will pay overtime in accordance with applicable law. Employees shall not work overtime without the express and prior approval of management. Employees understand they are required by law and by Company policy to accurately record all hours worked, including unauthorized overtime. Any employee who works unauthorized overtime shall be paid for the time worked, but may be subject to disciplinary action, up to and including termination of employment, for failing to secure prior approval from management.

## **2.6 MEAL / REST BREAKS**

### *Nevada Stores*

An employee in a Nevada store who works an eight (8) hour period is entitled to one, unpaid meal period of thirty (30) minutes of uninterrupted time during which the employee is expected to perform no work of any kind. An employee who works for a period greater than three and one-half (3 ½) hours will be permitted rest period equal to ten (10) minutes for every four hours worked, or major fraction of four (4) hours. Whenever practical, rest breaks should be taken in the middle of each work period. Authorized rest breaks are counted as hours worked. The Company may, at its discretion, modify this policy as a reasonable accommodation.

### *Texas and Utah Stores*

An employee who works in a Utah store may request a meal period or break from the manager. Any authorized meal period of thirty (30) minutes or more shall be unpaid and not counted as time worked unless the employee performs work during that time, which the employee should not do without approval in advance from a supervisor or manager. Authorized breaks shall be no longer than ten (10) minutes, and shall be considered as time worked and paid. The Company may, at its discretion, modify this policy as a reasonable accommodation.

## **2.7 EMPLOYEES' DISCUSSION OF WAGES**

No employee is prohibited from inquiring about, discussing, or voluntarily disclosing information about his or her own wages or the wages of another employee. The Company will not terminate or otherwise discriminate or retaliate against employees because they make such inquiries, discussion, or disclosures about their wages or the wages of another employee. This Policy does not apply to disclosures of other employees' hourly wage information by employees who have access to such information solely as part of their essential job functions and who disclose that information to a person who does not have access to that information. Company representatives may disclose employee' wages if ordered by the Labor Commission or a court of

competent jurisdiction.

Nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act.

## **SECTION 3: STANDARDS AND EXPECTATIONS FOR CONDUCT AND BEHAVIOR IN THE WORKPLACE**

### **3.1 GUIDELINES FOR CONDUCT**

The Company is committed to maintaining a pleasant and rewarding employment experience for all employees. The purpose of this Code of Conduct is to help you understand the conduct expected of you, as well as conduct that is inappropriate in our work environment. It is not intended to be all-inclusive; rather, it is intended to provide guidance. More specifically, the Company expects all employees to:

- ▶ comply with this Handbook and all Company policies, procedures, and directives including, without limitation, the Discrimination, Harassment, and Retaliation policy, operations policies, and all other policies, procedures, and practices;
- ▶ provide outstanding client service and a great experience to our guests, vendors, customers, and other employees;
- ▶ comply with all safety practices, policies, and procedures;
- ▶ immediately report workplace injuries to your immediate supervisor or manager;
- ▶ accurately record all time worked, not tamper with or change time entries without prior written approval from management, and not clock in or out for other employees.
- ▶ engage in the open-door process to resolve any issues you may have;
- ▶ refrain from horseplay, practical jokes, and fighting in the workplace.

Misconduct may include, but is not necessarily limited to, the following:

- ▶ theft or unauthorized removal or possession of monies or property of the Company's employees, customers, vendors, or others;
- ▶ using profanity;
- ▶ failing to accurately clock in and out;

- ▶ falsifying or otherwise misrepresenting information contained in Company records, including employment applications, payroll records, reports regarding absences, expense report, claims regarding workplace injuries, time records, and other company records.
- ▶ failing or otherwise refusing to cooperate in any workplace investigation;
- ▶ making intentional misrepresentations of fact during any investigation;
- ▶ sleeping or smoking on the job;
- ▶ possessing, using, distributing, or reporting to work under the influence of illegal drugs, or reporting to work under the influence of alcohol;
- ▶ creating, maintaining, and/or failing to report an unsafe work environment, including fighting;
- ▶ engaging in or threatening to engage in violence towards any employee, customer, vendor, or other person;
- ▶ willful destruction, damage, theft, or defacing of Company, employee, customer, or vendor property or equipment;
- ▶ excessive, *unexcused* absenteeism (calling in for tardiness is expected but does not constitute as an excused absence);
- ▶ changing/trading shifts with other employees without your immediate supervisor's or manager's approval;
- ▶ stalking, or physically or verbally threatening language/behavior toward anyone;
- ▶ bringing obscene or pornographic materials on to Company premises, intentionally viewing pornographic Internet sites or downloading pornographic materials from the Internet while on Company premises, e-mailing obscene or pornographic messages and/or attachments, or downloading otherwise harmful materials (such as viruses or malware) onto Company computers;
- ▶ credit card, debit card, or banking theft or abuse, including any form of identity theft;
- ▶ conducting personal business during work time;
- ▶ failing, without a reasonable excuse, to attend mandatory work meetings;
- ▶ substandard job performance as determined solely by the Company;

- ▶ failing to comply with health and safety regulations or directions, including falling to follow safety and sanitation rules and standards while in the restaurants or other company property;
- ▶ intentionally misrepresenting any leave, health, or return-to-work status;
- ▶ absent truly emergency circumstances, failing to give adequate notice to your immediate supervisor or manager of absence from work (at least a four (4)- hour notice prior to start time of your shift);
- ▶ talking on cell phones or texting that is unrelated to Company business during work time (which excludes breaks and meal periods), except in emergencies.

Failure to adhere to the Code of Conduct may result in disciplinary action, up to and including termination of employment. The Company may, in its sole discretion, suspend anyone, with or without pay, for up to thirty (30) days pending resolution of any claims of misconduct or policy violations. If anyone who is suspended without pay is restored to employment, the Company may choose, at its sole discretion, to reinstate with or without reimbursement for lost wages. If a suspended employee is terminated as a result of the matter that initiated the suspension, and if the suspension was without pay, there will be no reimbursement of lost wages.

### 3.2 DRESS CODE AND PERSONAL APPEARANCE

To maintain a professional appearance to our customers, all employees are required to wear a Company uniform on work days. A complete uniform consists of a Company-provided shirt, jeans or slacks, slip, oil, and water-resistant shoes with a friction rating of at least .3 (such as those available from *Shoes for Crews*, and steel-toed work boots are preferred). Employees are responsible for providing their own pants, such as jeans, and can seek guidance on acceptable types of pants from a manager. The Company expects employees to keep uniforms clean, laundered, and free from excessive wear and tear. During work hours, the employee's coats, jackets, and other non-conforming clothing should be stored in the area designated by the supervisor.

The Company will issue proper protective clothing to those employees who handle hazardous materials at store locations. An employee should ***immediately*** contact a supervisor ***before*** engaging in any duties the employee believes are hazardous if the employee believes he or she needs protective clothing.

Visible, pierced jewelry (including, without limitation, nose and/or belly rings or studs), as well as any jewelry that contains stones, and any earrings that dangle, must be removed while at work. Women may wear two small earrings in each ear (provided they do not contain stones or dangle) in non-food production areas. Tattoos should be small and not overtly offensive, meaning they should not include symbols such as Swastikas, nooses, profanity, or other symbols or words associated with negative stereotypes based on protected characteristics, and should be covered up when possible during work hours. Management reserves the right to, in its sole discretion, resolve any difference in opinion concerning the offensiveness or visibility of tattoos and piercings, and

may ask an employee to cover up the tattoo and/or piercings. Sunglasses are for outside use only. Employees may not wear sunglasses or tinted eyewear inside the restaurant unless required as a reasonable accommodation.

The Company may send an employee home, without pay, if the employee reports to work in violation of this policy, and may discipline any employee, up to and including termination, for any violations of this policy.

### **3.3 GROOMING**

- ▶ Employees are expected to maintain the highest personal hygiene standards;
- ▶ Tattoos, drawings or similar items which are objectionable in management's sole discretion must be covered while at work. The Company may, at its discretion, modify this policy as a reasonable accommodation.
- ▶ Beards, mustaches, and sideburns must be neatly trimmed.

### **3.4 PERSONAL PHONE CALLS/CELL PHONES**

The Company expects hourly employees to refrain from using their cell/smart phones in any manner, including texting, during their work time (excluding breaks and meal periods) unless they are engaged in or otherwise handling Company business, or there is an emergency.

### **3.5 NEPOTISM**

The Company strictly prohibits relatives or family members without approval from working in direct/indirect supervisor/subordinate relationships in the same line of authority, or from having a position of influence. The Company reserves the right to take appropriate action necessary to comply with this Policy, including, but not limited to, transferring or terminating an employee if a violation occurs.

### **3.6 USE OF TOBACCO PRODUCTS**

Employees may not smoke during work time (which does not include breaks or meal periods when the employee is off the clock) and may not smoke inside the restaurants. This policy also applies to the use of vapor and electronic cigarettes, smokeless tobacco, and similar products.

### **3.7 WORKPLACE VIOLENCE / CRIME AND ROBBERY**

The Company promotes a safe environment and prohibits violence against employees, customers, vendors, and the general public. Threats, threatening behavior, or acts of violence against and by anyone on Company property will not be tolerated. Violations of this Policy may lead to disciplinary action, up to and including termination of employment, arrest, and prosecution (or all of the foregoing).

If you are involved in a robbery, do not resist. Your safety, and that of your fellow employees and our guests, are our highest priority. Always cooperate fully and call 911 as soon as it is safe to do so.

### **3.8 NON-DISCLOSURE OF CONFIDENTIAL INFORMATION**

During the course of employment at the Company, employees will be working with the Company's customers, guests, vendors, and other contacts, and will have access to information pertaining to them, and will be working with and have access to the Company's financial information, marketing, costing, and business plans, customer, guest, and vendor contact lists, databases, recipes, trade secrets, and other information that the Company considers to be confidential and/or a trade secret. Maintaining this confidentiality is important to our competitive position and, ultimately, to our ability to achieve financial success and provide employment stability.

Employees have a duty to protect this information and to use this information only in connection with the performance of their regular job duties. Employees shall not, at any time during employment or after termination of employment, use for themselves or others or divulge to unauthorized individuals or personnel any secret, proprietary, or confidential information or trade secret, knowledge or data of the Company or its customers, guests, vendors, or members.

Employees who violate this policy may be subject to disciplinary action, up to and including, termination. Former employees who disclose or use the Company's confidential and proprietary information and/or trade secrets may be subject to legal action.

Employees are hereby notified and understand that pursuant to the Defendant Trade Secrets Act of 2016, 18 U.S.C. § 1833(b)(1), an individual shall not be held criminally liable or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Further, employee understands that an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

Nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act.

### **3.9 SOCIAL MEDIA POLICY**

The Company understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established this policy related to appropriate use of social media:

***Social media*** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

The same principles and guidelines found in the Company's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates, or otherwise adversely affects employees, clients, vendors, and/or other people who work on behalf of the Company or the Company's legitimate business interests may result in disciplinary action, up to and including termination.

### ***Know and Follow the Rules***

Carefully read this policy and ensure your postings are consistent with this policy, as well as the Harassment, Discrimination, and/or Retaliation policy. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination.

### ***Be Respectful***

Always be fair and courteous to fellow employees, clients, vendors, or others who work on behalf of the Company. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your immediate supervisor or manager, or by utilizing the Company's Open-Door policy, than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as malicious, obscene, threatening, or intimidating; that disparage employees, customers, vendors, and others; or that might constitute harassment or bullying. Examples of such conduct could include offensive posts meant to intentionally harm someone's reputation, or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion, or any other status protected by law or the Company's policies.

### ***Be Honest and Accurate***

Make sure you are always honest and accurate when posting information or news and, if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember: the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about the Company, fellow employees, guests, clients, vendors, and/or people working on behalf of the Company or competitors.

### ***Post Only Appropriate and Respectful Content***

Employees must maintain the confidentiality of the Company's trade secrets and private or

confidential information. Do not post internal reports, policies, procedures, or other internal business-related confidential communications. Do not create a link from your blog, website, or other social networking site to the Company's website without identifying yourself as a Company employee.

Express only your personal opinions. Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee, and make it clear that your views do not represent those of the Company, other employees, guests, vendors, and/or people working on behalf of the Company. If you do publish a blog or post online related to the work you do or subjects associated with the Company, make it clear that you 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 the Company."

### ***Using Social Media at Work***

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by management. Do not use the Company's e-mail addresses to register on social networks, blogs, or other online tools utilized for personal use.

### ***Retaliation is Prohibited***

The Company prohibits taking negative action against any employee for reporting a possible deviation from this policy, or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible deviation from this policy, or for cooperating in an investigation, will be subject to disciplinary action, up to and including termination.

The above policy should not be interpreted to restrict or interfere with any employee's federal or state labor law rights, free speech, or any whistleblower protections under federal or state law. For any questions about this policy, or any matter related to web postings, please direct your questions to the Office Manager.

## **3.10 NO SOLICITATION / DISTRIBUTION**

The Company recognizes that its employees are often active and have interests in events and organizations outside of the workplace. In an effort to ensure a productive and harmonious work environment, the Company has adopted the following policy related to solicitation and distribution:

- ▶ solicitation or distribution of literature by non-employees on Company property is prohibited;
- ▶ solicitation by employees is prohibited when the person soliciting or the person being solicited is on working time. For purposes of this policy, working time is the time employees are expected to be working and does not include rest, meal or other authorized breaks, or other periods when you are not on duty;



- ▶ distribution of literature by employees on Company property in non-working areas during working time, as defined above, is prohibited;
- ▶ distribution of literature by employees on Company property in working areas is prohibited.

### **3.11 DRUG-FREE WORKPLACE**

This policy applies to all employees. The Company acknowledges the problem of substance abuse (including alcohol abuse) in our society which infiltrates the workplace. The Company views substance abuse as a serious threat to our employees, customers, the general public, and the overall success of our business. The purpose of this policy is to ensure a drug-free workplace and to balance our respect for individual privacy with our need to maintain a safe, productive, drug-free work environment. Our intention is to prevent and discourage substance abuse.

The Company understands employees and applicants under a physician's care may be required to use prescription drugs, such as those prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which and by the person for whom they were prescribed or manufactured; however, unlawful work-related abuse of prescribed medications will be dealt with in the same manner as the work-related abuse of Illegal Substances, and are defined as any drug: (1) which is not legally obtainable; (2) which may be legally obtainable, but has not been legally obtained; or (3) which is being used by a person in manner or for a purpose other than as prescribed. This includes inhalants, K2, bath salts, cheese, spice, and any other synthetic substance designed to mimic the effects of any illegal substance.

The Company will not discriminate against applicants, post-job offer, pre-employment individuals, or employees because of past abuse of drugs or alcohol. It is the current abuse of drugs or alcohol which prevents or inhibits any employee from properly performing his or her job that the Company will not tolerate.

Employees who are convicted of illegal drug-related violations under state or federal law, or who plead guilty or no contest to such charges which may impact their performance in the workplace, must inform the Company within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, including termination from employment for a first offense.

Any employee reporting for work visibly impaired and/or who is unable to properly perform required duties will not be allowed to work. If, in management's opinion, the employee is considered impaired, he or she should be sent home by taxi or other safe transportation alternative, depending on the severity of the observed impairment, and accompanied by another employee, if necessary. An impaired employee should not be allowed to drive.

Any employee who brings onto the Company's premises or property, has possession of, is under the influence of, or possesses in the employee's body, blood, or urine in any detectable amount, or uses, consumes, transfers, sells, or attempts to sell or transfer any form of Illegal Substances, as defined above, while on Company business or at any time during the hours between the beginning and ending of the employee's work day, and whether engaged on Company business,

on Company property or not, is subject to discipline, including discharge or suspension without pay from employment, even for the first offense. Failure to submit to any required medical or physical examinations or tests constitutes misconduct and may result in discharge or suspension without pay from employment.

An employee who is under the influence of alcoholic beverages at any time while engaged to perform Company business is subject to discipline, including discharge or suspension without pay from employment, even for the first offense. An employee shall be determined to be under the influence of alcohol if: (a) the employee's normal faculties are impaired due to consumption of alcohol; or (b) the employee has a blood alcohol level of .05 or higher.

Nothing in this policy is intended to contravene the provisions of Nevada Revised Statute 613.132.

### **3.12 DRUG TESTING**

The Company may generally conduct drug and/or alcohol testing of applicants and/or employees under any of the following circumstances:

- ▶ ***Applicant Testing:*** the Company may ask applicants to submit to drug and/or alcohol testing as a condition of employment.
- ▶ ***Random Testing:*** employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- ▶ ***For-Cause Testing:*** the Company may ask an employee to submit to a drug and/or alcohol test at any time it feels the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: (1) evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity; (2) unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol; (3) negative performance patterns; and/or (4) excessive and unexplained absenteeism or tardiness.
- ▶ ***Post-Accident Testing:*** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and including termination. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

All employees agree to release, hold harmless, and indemnify the Company with respect to any drug test procedures or results.

### *Nevada Stores*

The Company will comply with Nevada Revised Statute 613.132 with respect to the drug testing of applicants and any employee subject to a screening test within the first thirty (30) days of employment.

### *Utah Stores*

For employees who work in Utah stores, any drug and/or alcohol testing by the Company shall be conducted during or immediately after the regular work period of current employees and shall be deemed work time for purposes of compensation and benefits of current employees.

The Company shall pay all costs of testing for drugs or alcohol required by the Company, including the cost of transportation if the testing of a current employee is conducted at a place other than the workplace.

Notwithstanding the foregoing, the drug-testing of employees in Utah may be used for the following purposes:

- (a) investigation of possible individual employee impairment;
- (b) investigation of accidents in the workplace or incidents of workplace theft;
- (c) maintenance of safety for employees or the general public; or
- (d) maintenance of productivity, quality or products or services, or security of property or information.

### **3.13 CASH HANDLING POLICY**

Employees who have access to cash, checks, credit card information, and any other forms of payment or monies in connection with their job duties are expected to exhibit the highest degree of professionalism, ethics with respect to credit card numbers and confidentiality. Theft of Company or customers monies, which includes, but is not limited to, theft of credit card numbers and debit card information, is grounds for immediate termination of employment.

### **3.14 FIREARMS AND WEAPONS**

The Company prohibits firearms and weapons in the workplace.

### *Texas Stores*

For employees who work in the Company's Texas stores, those employees who can lawfully possess firearms may store firearms and/or ammunition in their locked, privately-owned vehicles in the parking lot, parking garage, or other parking area designated for use by Company employees. This policy does not permit the possession of a firearm or any property where possession would be in violation of federal or state law.

### *Utah Stores*

For employees who work in the Company's Utah stores, those employees may store a firearm in their own vehicles in the Company's parking lot provided that: (a) the employee is legally permitted to transport, possess, purchase, receive, transfer or store the firearm; (b) the firearm is locked securely in the vehicle or in a locked container attached to the vehicle while the vehicle is not occupied; and (c) the firearm is not in plain view from the outside of the vehicle. This Policy does not permit the possession of a firearm on any property where possession would be in violation of local, state, or federal law.

### **3.15 RESTRICTIONS ON FILMING AND RECORDING AT WORK**

To maintain the confidentiality of its confidential information and trade secrets, and except as specifically required to perform a job duty, employees are prohibited from making any audio or visual recordings that would reveal, in whole or in part, any of the Company's confidential information or trade secrets.

Nothing in this policy is intended to interfere with an employee's rights under Section 7 of the National Labor Relations Act.

## **SECTION 4: TIME-OFF AND LEAVE POLICIES**

### **4.1 JURY DUTY**

The Company encourages employees to fulfill their civic duties, and therefore provides leave for jury duty. We request you bring in a copy of your jury summons notice as soon as you receive it so that we may keep it on file. Jury duty can last from one day to several months, or more. While serving on jury duty, you are expected to periodically call in to your immediate supervisor or manager to keep him or her apprised of your status.

### *Nevada Stores*

For employees who work in the Company's Nevada stores, the Company will not require an employee to use sick leave or vacation time. Additionally an employee will not be required to work within eight (8) hours before the time the employee is to appear for jury duty, and the Company will not require the employee to work between 5:00 p.m. on the day of his or her appearance for jury duty and 3:00 a.m. on the following day, provided that the employee's jury duty service lasted four (4) or more hours on the day of service. Time spent on jury duty is unpaid.

### *Texas Stores*

For employees who work in the Company's Texas stores, the Company provides unpaid jury duty leave for time spent in connection with jury service. Employees are expected to work their normal hours during any time they are not required to serve as jurors. Hours paid for jury or witness duty service are not included in the hours worked for the purpose of calculating overtime pay.

### *Utah Stores*

For employees who work in the Company's Utah stores, the Company provides unpaid jury duty leave and will not require employees to use vacation or sick leave for time spent in connection with jury service.

#### **4.2 PAID TIME OFF (PTO) FOR MAINTENANCE TECHNICIANS**

The Company offers two (2) weeks (80 hours) of paid time off ("PTO") for Maintenance Technicians during each calendar year (as determined by the Company), and one (1) additional week (40 hours) which may be earned starting in the fiscal year after the eligible employee's third (3rd) consecutive anniversary year in the eligible position. This PTO will be prorated as per promotion or hire date based on the calendar year.

Eligible employees can use their PTO for any type of personal time off, such as vacation or illness. Earned but unused PTO does not carry forward into the next fiscal year unless required by law.

All eligible employees must take one (1) week (40 hours), or its prorated equivalent where applicable, in the first half of the fiscal year and the second week (40 hours), or its prorated equivalent where applicable, in the second half of the fiscal year as subject to applicable law.

Employees must submit a PTO form to their supervisors and to the office, with sufficient advance notice, to be eligible to take PTO, and PTO may only be taken with express supervisor approval or as required by law. An eligible employee may not take PTO during any notice period related to the employee's resignation or as subject to applicable by law.

A Maintenance Technician may request a payout of earned but unused PTO in the same fiscal year. To be eligible for the payout, the employee must specifically request it by notifying their supervisor and completing and returning a PTO form to the office. Eligible employees can only cash-in one (1) week (40 hours) of unused PTO per calendar year in the first pay period of December.

Due to business needs, the Company reserves the right to deny the use of PTO in the month of December or on other holidays as subject to applicable by law, and the Company does not pay out accrued but unused PTO at the time of termination. To be eligible to take PTO, the employee must be an active employee at the time of the PTO request and not on any action or performance plans with their supervisor.

Additionally, the Company reserves the right to deny the third additional week of PTO for eligible employees if they (or the Company) are not meeting required defined metrics and standards as determined solely by the Company.

For the purpose of clarity, time off for Maintenance Technicians working in Nevada is governed by this policy and not by the Nevada Paid Leave Law below.

### **4.3 OTHER TYPES OF LEAVE – NEVADA STORES**

Employees who work in the Company’s Nevada stores may be entitled to the following types of leave, and should consult Human Resources for additional information:

#### ***Pregnancy Leave***

The Company may provide pregnancy leave in accordance with applicable law.

#### ***Voting Leave***

The Company provides employees with paid time off to vote, which is determined as follows:

- (a) if the distance between the place of the voter’s employment and the polling place where the person votes is two (2) miles away or less, the Company will provide one (1) hour of paid time off to vote;
- (b) if the distance is more than two (2) miles but not more than ten (10) miles, the Company will provide two (2) hours of paid time off to vote;
- (c) if the distance is more than ten (10) miles, the Company will provide three (3) hours of paid time off to vote.

#### ***Leave for School-Related Activities***

Where applicable, the Company offers unpaid leave to a parent, guardian, or custodian of a child who is enrolled in a public or private school up to four (4) hours each school year to:

- (a) attend parent-teach conferences;
- (b) attend school-related activities during regular school hours;
- (c) volunteer or otherwise be involved in school activities during regular school hours; and
- (d) attend school-sponsored events.

#### ***First Responder/Volunteer Emergency Workers’ Leave***

In accordance with applicable state law, the Company will provide members of voluntary search and rescue or reserve units of a Sheriff’s Department or a Civil Air Patrol unit time off to perform their duties.

#### ***COVID-19 Vaccination Leave***

All employees are entitled to two (2) consecutive hours of paid leave to receive the COVID-19 vaccine administered in one dose, and four (4) hours of paid leave (as two (2) consecutive hours of leave per absence) to receive the COVID-19 vaccine in two doses. Employees should schedule the leave with their managers and provide at least twelve (12) hours’ notice before using the leave.

The Company may ask employees to provide confirmation to Human Resources that this leave was used for its intended purpose, but employees will not be required to find a replacement work to use this leave.

#### ***Domestic Violence Leave***

In accordance with applicable state law, the Company will provide covered employees with leave for needs related to domestic violence.

#### ***Nursing Mother's Accommodation***

Where applicable, and absent an undue hardship, the Company will provide an employee who is a mother of a child under one (1) year of age with:

- (a) a reasonable break time, without pay, to express breast milk as needed; and
- (b) a place (other than a bathroom) which is reasonably free from dirt and pollution, and protected from the view of others and free from intrusion by others, where the employee can express breast milk.

#### ***Juvenile Court Attendance Leave***

The Company will allow employees who are the parent or guardian of a child to miss work in order to appear at the child's juvenile proceeding.

Employees seeking leave under this policy must notify their Human Resources representative in advance of the appearance. For detention hearings, employees must provide verbal notice in advance of the hearing, as well as a certificate of attendance immediately upon return to employment. For subsequent hearings, employees must provide a copy of the written notice of the hearing before the date of the requested leave.

Time off under this policy will be without pay except that exempt employees may receive pay, as required by applicable law.

The Company will not terminate or threaten to terminate employees because they request or take time off in accordance with this policy.

#### ***Witness Duty Leave***

The Company will provide witness duty leave in accordance with applicable law.

#### ***Nevada Paid Leave***

The Company provides paid leave, for any use, to eligible employees in Nevada in compliance with the requirements of the Nevada Paid Leave Law (NPLL). Managers, District Managers, and Maintenance Technicians who work in Nevada stores are not eligible for NPLL; rather, they are eligible for PTO as defined in this Handbook.

### ***NPLL eligibility***

All full-time and part-time employees who work in Nevada (except as noted above) are eligible to accrue paid leave. Additionally, the following employees are not eligible for paid leave under this policy:

- ▶ Temporary employees who work less than 90 days on an occasional or temporary basis (whether paid by the Company or a temporary employment agency, training school or training center);
- ▶ Seasonal employees who typically work less than 90 days and/or who are hired for a specific season;
- ▶ On-call employees who are called out to work on an hourly or daily basis based upon Company need; or
- ▶ Per-diem employees.

### ***Annual accrual of paid leave***

Subject to the voluntary payout in September 2021 for eligible employees, eligible employees begin to accrue paid leave on September 27, 2021 (and in subsequent years, on the date of the start of the Company's fiscal year, which will be posted in advance for eligible employees). Eligible employees accrue paid leave at the rate of .01923 hours of paid leave for each hour worked.

Eligible employees may begin using accrued paid leave on the 90th calendar day of their employment with the Company. An employee's use of paid leave is limited to 40 hours per benefit year, measured by your anniversary date thereafter. Paid leave can be used in increments of four (4) hours.

Employees will not be required to find a replacement as a condition of using accrued paid leave.

### ***Requesting paid leave***

When the leave is foreseeable, such as a vacation or planned time off, you must provide at least ten (10) days' notice of the need to use paid leave as soon as practicable, but need not identify the reason for leave use. When the leave is unforeseeable, such as for an unexpected illness or injury, you must provide as much notice as is practicable under the circumstances.

To provide notice of the need to use paid leave, you must return a completed, signed, and dated NV PTO form to your restaurant manager, who can also provide you with this form. Absent emergency circumstances noted above, leave is not granted until the manager signs the NV PTO form and approves the requested leave.

### ***Rate of pay***

Leave is paid based on the regular rate of pay the employee is paid at the time when leave is taken.



### ***Leave carryover***

Accrued, unused paid leave may be carried over from year to year, up to a maximum carryover amount of 40 hours per benefit year. At the end of the benefit year, any unused paid leave above the maximum accrual amount will be forfeited; provided that Assistant Managers may request a payout of their unused PTO before the end of the fiscal year.

The Company does not offer pay in lieu of actual paid leave.

### ***Effect on other rights and policies***

The Company may provide other forms of leave for employees. In certain situations, leave under this policy may run at the same time as leave available under another applicable law, provided eligibility requirements for that law are met. The Company is committed to complying with all applicable laws. Employees should contact their Human Resources representative for information about other leave rights.

Employees cannot use NPLL during any notice period, meaning they cannot give a notice to resign and use paid leave during that notice period.

### ***Separation from employment***

Compensation for accrued and unused paid leave is not provided upon separation from employment for any reason. If an employee is rehired within 90 days after separation and separation was not due to the employee voluntarily leaving employment, any previously unused paid leave hours will be reinstated.

### ***No retaliation***

The Company will not retaliate or tolerate retaliation against any employee because the employee uses paid leave in accordance with this policy; provided, however, that an employee who abuses this policy may be subject to disciplinary action.

## **4.4 OTHER TYPES OF LEAVE – TEXAS STORES**

Employees who work in the Company's Texas stores may be entitled to the following types of leave, and should consult Human Resources for additional information:

### ***Subpoena Leave***

The Company provides unpaid leave to all employees responding to a subpoena.

### ***Military Leave***

The Company supports all employees requesting leave of absence to meet their military obligations, and all employees required to take military leave will be entitled to reinstatement, and any other benefits. The employee, as soon as practicable after release from duty, must give the Company notice of intent to return to employment.

### *Voting Leave*

The Company encourages all employees to vote. Because most polling facilities for election for public office are scheduled to accommodate working voters, the Company encourages employees to schedule voting for before or after work. In the event of a scheduling conflict, you should notify your immediate supervisor or manager in advance so your schedule can be adjusted, if necessary and appropriate.

## **4.5 OTHER TYPES OF LEAVE – UTAH STORES**

Employees who work in the Company's Utah stores may be entitled to the following types of leave, and should consult Human Resources for additional information:

### *Voting Leave*

The Company will provide employees with up to two (2) hours of paid time off to vote if the employee does not have three (3) or more consecutive off-duty hours in which to vote when the polls are open. Employees are required to coordinate this leave with their managers.

### *Subpoena Leave*

The Company provides unpaid leave to all employees responding to a subpoena.

### *Pregnancy Accommodations*

The Company will provide pregnancy accommodations, absent an undue hardship, in accordance with applicable law.

### *Minor Child Court Appearance Leave*

Provided that the employee requests permission at least seven (7) days in advance or within twenty-four (24) hours of a Court notice, the Company will provide the employee with unpaid leave to attend a court appearance for a minor child.

### *Emergency Responder Leave*

The Company provides leave to emergency services volunteers in accordance with applicable law.

## **4.6 OTHER LEGALLY-PROTECTED ABSENCES**

In addition to the leaves described herein, the Company will comply with all applicable local, state, and federal laws relating to various forms of protected absences. Questions about protected absences should be directed to your manager or to the Company Hotline at **(972) 432-0456**.

## **SECTION 5: SEPARATION FROM EMPLOYMENT**

### **5.1 FINAL PAYCHECKS**

#### *Nevada Stores*

In accordance with applicable law, the Company will pay an employee who has been discharged or laid off all wages due immediately.

If an employee quits or resigns, the Company will pay the employee on the earlier of the day on which the employee would've been regularly paid all wages or compensation or seven (7) days after the employee quits or resigns.

#### *Texas Stores*

Any employee who resigns or otherwise leaves his or her employment voluntarily will be paid his or her final pay on the next regularly scheduled payday following the effective date of the resignation. Any employee who is discharged will receive his or her final paycheck within six (6) calendar days from the date of discharge.

#### *Utah Stores*

In accordance with applicable law, if the Company separates the employment of an employee, the Company will pay all wages due within twenty-four (24) hours of separation.

If the employee has no contract and resigns, the Company will pay all wages due on the next regular payday.

### **5.2 REFERENCES**

#### *Nevada Stores*

The Company will provide employee references / service letters in accordance with applicable law.

#### *Texas and Utah Stores*

At its sole discretion, the Company may provide Utah and/or Texas employees with a letter of reference.

### **5.3 RETURN OF PROPERTY**

Employees are responsible for all property, uniforms, materials, and written information issued to them or in their possession or control. Employees must immediately return all Company property, in good condition, in their possession upon request or separation from employment for any reason. Office keys and other Company materials must also be surrendered at this time.

## SECTION 6: MISCELLANEOUS COMPANY POLICIES

### 6.1 DRIVER SAFETY

#### *Driver Qualification/Eligibility*

- Drivers must possess the required license to operate the vehicle assigned and provide a valid driver's license.
- Drivers must have at least five years of total driving experience and at least two full years of experience driving the type of vehicle assigned.
- Drivers must be physically able to safely operate the vehicle assigned with or without reasonable accommodations.
- Drivers must immediately report license suspensions, revocations, and other restrictions and cease driving until such issues are resolved to the satisfaction of the Company.
- All new moving violations must be reported within 24 hours.
- Management reserves the right to vary qualifications as needed due to unique situations.

**Employee drivers must provide a declaration page and maintain current proof of insurance (POI) with minimum limits of at least: \$300,000/\$500,000/\$100,000 (bodily Injury per person/bodily injury per accident/property damage.)**

#### *Company Owned Vehicles*

- Company-owned vehicles should be operated and used for business purposes ONLY.
- Drivers must maintain an acceptable motor vehicle driving record (MVR), and the Company will conduct an annual review of MVRs.
  - No drug- or alcohol-related violations, such as driving under the influence (DUI) or driving while intoxicated (DWI), in the last five years.
  - No major violations in the last three years.
  - Minor moving violations and at-fault collisions (combined):
    - No more than three in the past three years.
    - No more than two in the last 12 months.

<b>Major Violations (examples)</b>	<b>Minor Violations/Accidents</b>
<ul style="list-style-type: none"> <li>• Excessive speeding — 15 mph or more over the posted speed limit</li> <li>• Racing or exhibition driving</li> <li>• Careless/reckless/imprudent driving</li> <li>• Attempting to elude a police officer</li> <li>• Failure to stop/report an accident</li> <li>• Making a false accident report</li> <li>• Failure to stop for a school bus</li> <li>• Vehicular homicide, manslaughter or assault resulting from a vehicle-related incident</li> </ul>	<ul style="list-style-type: none"> <li>• Any moving violation not listed under major violations</li> <li>• Non-moving violations are not typically counted but should be reviewed individually as some may indicate a disregard for safety</li> <li>• All accidents, except:                             <ul style="list-style-type: none"> <li>○ Verifiable not-at-fault accidents</li> <li>○ Animal collisions</li> <li>○ Broken windshields</li> </ul> </li> </ul>
<p>Note: A violation received because of an accident would be considered one incident</p>	

#### *Vehicle Use and Restrictions*

- Only authorized drivers may drive a Company vehicle or drive their own vehicle on behalf of the Company.
- Only authorized drivers may take vehicles home at night. Personal use of vehicles beyond that is prohibited.
- Only employees may ride as passengers in Company vehicles or employee vehicles while operating on Company business.
- **No hitchhikers are permitted.**

#### *Fatigue/Illness/Drugs and Alcohol*

- Drivers should be well-rested and alert before beginning any work-related trip.
- Drivers should stop driving and find a safe place to park if an illness or stressor renders them incapable of driving safely.
- Drivers should be aware of the impact of an over-the-counter drug or prescribed medications on his or her driving and follow precautions outlined, including not driving. Inform doctors of your driving responsibilities when receiving any new medical recommendation.
- Being under the influence of alcohol or a controlled substance is prohibited while operating a Company vehicle.
- Consumption of alcohol by drivers during working hours or within 4 hours prior to driving is prohibited.
- Possessing controlled substances (unless the employee has a valid prescription) or open containers of alcohol in a Company vehicle is prohibited.
- Drivers must comply with our Company's drug and alcohol policy.

#### *Additional Driver Rules and Responsibilities*

- Drivers are required to pay fines for any moving or non-moving violations received.
- Smoking, including vaping, is prohibited in Company-owned vehicles.
- All vehicle safety systems, telematics, and dash-cams must remain on at all times unless specifically authorized to turn them off or disconnect.
- Driver shall be responsible for ensuring the daily inspection of the vehicle to include tires and all vehicle safety items are in good and working condition.
- Driver shall also be required to keep the vehicle clean and organized.
- Driver shall also be required to maintain and have serviced the vehicle's regular maintenance services and repairs as needed.

#### *Accidents*

- Drivers are required to report all accidents and vehicle/cargo vandalism or theft immediately.
- Accidents should be reported immediately to your immediate supervisor.

#### *Employee-Owned Vehicles*

- Employees must be authorized by management before they may utilize their own vehicle on behalf of the Company.
- Drivers are required to adhere to the applicable policies set forth in this policy.
- Additionally, the following policies apply:
  - Proof of vehicle ownership is required. Providing a copy of the state registration card is adequate.

- Insurance requirements:
  - As to the extent allowed by law the driver is financially responsible for their vehicle and any incidents occurring with his or her vehicle. Further the company assumes no responsibility for any loss or damage to the employee's self, personally owned or leased vehicle or for any loss or damage to the employee's personal property or to others.
  - Proof of Insurance is required upon hire and subsequently every January and July; submitted to the office. Any change in policy coverage or activity during anytime throughout the year must be reported to the company.

***Rock Strategic Maintenance/Techs***

- Cargo securement
  - Smaller and "loose" items should be placed in containers, compartments, or tarped.
  - All cargo should be secured from movement with the following general principles applied:
    - Cargo securement systems (tie-downs, binders, etc.) should be in good repair and rated for at least twice the weight of the load.
    - A minimum of one tie-down device for loads under five feet.
    - A minimum of two tie-downs for loads over five feet with an additional tie-down for every 10 feet of cargo length thereafter.
    - A minimum of two tie-downs for loads over 1,100 lbs (500 kg).
    - For tracked or wheeled equipment, a minimum of four tie-downs with each tie-down's capacity at least 50% of the entire load weight. The parking brake on the equipment must be set to prevent movement.
- Trailer safety
  - Only trained and authorized drivers may pull trailers.
  - Depending on vehicle and trailer size, as well as state(s) operated, a driver require additional governmental required qualifications.
  - Drivers should ensure the towing vehicle's towing and hitch capacities are adequate for the trailer and load to be pulled.
  - Additional driving precautions should be taken including reducing speed and increasing following distance.
    - All loads extending beyond the width of the trailer or height of the vehicle need approval before transporting as permits may be required.

## **ACKNOWLEDGMENT OF EMPLOYEE HANDBOOK**

I acknowledge that I have received, read, and understood the contents of Rock Strategic Construction d/b/a Rock Strategic Maintenance Group's Employee Handbook. I further understand and acknowledge the following:

- I am employed by Rock Strategic Construction LLC d/b/a Rock Strategic Maintenance and not any affiliated entity.
  
- Except for the separate, mutually binding Arbitration Policy, the policies and procedures contained within this Handbook are subject to revision or revocation, with or without my prior knowledge, at any time and for any reason deemed necessary by management.
  
- I am personally responsible for remaining knowledgeable about and abiding by the contents of this Handbook and all other posted or publicized policies and procedures, and understand that updated handbooks, policies, and forms are available any time to me at [www.rockstrategic.com](http://www.rockstrategic.com).
  
- I may ask any questions or address any concerns I have at the website above or to the Company Hotline at **(972) 432-0456** if my management is not able to help me or I believe I have any issues with the responses I have been given by my supervisors.
  
- My compliance with this Handbook and other policies and procedures is a condition of my continued employment or association with Rock Strategic Construction d/b/a Rock Strategic Maintenance, and that any violation of the policies and procedures contained in this Handbook may result in disciplinary action at the discretion of the Company, including possible termination of employment.
  
- Except for the separate and mutually binding Arbitration Policy, neither the statements in this Handbook nor this Acknowledgment constitute a contractual obligation, express or implied, on the part of the Company pertaining to any portion of this Handbook or any aspect of my employment.
  
- The at-will employment status of each employee cannot be altered by any verbal statement or alleged verbal agreement. It can only be changed by a legally binding, written contract covering employment status. An example of this would be a written employment agreement for a specific duration of time.
  
- I have read and understand the Company's Recording Time and Payroll Deduction and Overtime policies.
  
- If as a female employee working in a Nevada store, I acknowledge my receipt of the Nevada Pregnant Workers' Fairness Act notice included in this Handbook.
  
- I have read the foregoing and have had an opportunity to ask any questions I may have, and understand that if I have any questions about the interpretation or application of any policies contained in this Handbook, I should direct these questions to my manager, to the Company Hotline at **(972) 432-0456**, or [www.rockstrategic.com](http://www.rockstrategic.com) which is a 24 hour resource to find information and ask questions about Rock Strategic Construction LLC d/b/a Rock Strategic Maintenance and your employment and to access the latest version of the Employee Handbook by entering password: **RSC**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

## **NOTICE REGARDING THE NEVADA PREGNANT WORKERS' FAIRNESS ACT**

Female employees have the right to be free from discriminatory or unlawful employment practices under the Nevada Pregnant Workers' Act (Act) and NRS 613.335. As such, the Company will provide reasonable accommodations to a female employee or applicant for employment upon request of the employee or applicant for a condition relating to pregnancy or childbirth, or a related medical condition, unless such accommodation would cause undue hardship to the Company.

**REQUESTS FOR ACCOMMODATION** Female employees should direct any request for an accommodation to their immediate supervisor. The Company will engage in a timely, good faith and interactive process to determine an effective, reasonable accommodation for the employee. Potential accommodations for employees include a change in the work environment or in the way procedures are customarily carried out that allows the employee to have equal employment opportunities, including the ability to perform the essential function of the position and to have benefits and privileges of employment that are equal to those available to other employees.

Unlawful employment practices by an employer may include, but are not limited to: a requirement to take a leave of absence as an accommodation if a reasonable accommodation is available that would allow the employee to continue to work; refusal to promote, transfers, refusal to reinstate to the same or an equivalent position upon return to work, taking other action which affects the terms or conditions of employment in a manner not desired by the employee, or any adverse action because the employee requested or used a reasonable accommodation under this Act.

Potential accommodations for applicants may include modification to the application process or the manner in which procedures are customarily carried out that allows the applicant to be considered for employment or hired for a position.

Examples of reasonable accommodations include, but are not limited to: modifying equipment or providing different seating; revising break schedules, including the frequency or duration of breaks; providing space in an area other than a bathroom to be used for expressing breast milk; assisting with manual labor that is incidental to the primary work duties of the employee; light duty work; temporary transfers to a less strenuous or hazardous position; or restructuring a position or providing a modified work schedule.

No female employee or applicant affected by a condition relating to pregnancy or childbirth or a related medical condition will be:

- Required to accept an accommodation the employee or applicant did not request or chooses not to accept;
- Denied an employment opportunity to an otherwise qualified female employee or applicant based on the need for a reasonable accommodation.

The Company reserves the right to make exceptions to the foregoing based upon a bona fide occupational qualification as permitted by the Act. The Company further reserves the right to require a female employee to provide an explanatory statement from the employee's physician concerning the specific accommodation recommended for the employee. The Company is not required by the Act to create a new position that would not have otherwise been created, unless the Company has created or would have created such a position to accommodate other classes of employees.

The Company is not required by the Act to discharge any employee, transfer any employee with more seniority or promote any employee who is not qualified to perform the job, unless the Company has taken or would take such an action to accommodate other classes of employees.

NEVADA PREGNANT WORKERS' FAIRNESS ACT, 2017 Nevada Laws Ch. 319 (SB 253)



