



Young & Pratt, Inc.

Employee Handbook

August 23, 2022

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Core Policies

1.0 Welcome

Welcome! You have just joined a dedicated organization. We hope that your employment with Young & Pratt, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

Please take the time now to read this handbook carefully. Sign the acknowledgement at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If your employment is controlled by a Collective Bargaining Agreement (CBA), this Handbook does not supersede or take the place of the Collective Bargaining Agreement. Where there is a conflict between the Handbook and the Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail.

If you have questions about your employment or any provisions in this handbook, contact the Accounting Department.

We wish you success in your employment here at Young & Pratt, Inc.!

All the best,

David Zern,
Owner and President
Young & Pratt, Inc.

2.0 Introductory Language and Policies

2.1 *About the Company*

When the growth of The University of Texas spurred a building boom in 1929 – while the rest of the nation was struggling through the Depression – Young & Pratt made the move to Austin. Here, we grew our business to include steam boiler installation, piping, plumbing, and sheet metal fabrication to buildings at The University and around Austin.

In 1967, when Young retired, engineer Joseph C. Zern became co-owner and continued Young & Pratt's tradition of growth and excellence. Joe retired nearly 50 years later, having instilled these values in his son David, now Owner and President. "There's no secret to our longevity," David says. "We still live by J.D. Young's and my father's philosophy of standing behind our work. We've been around a long time and plan to stay around a lot longer."

Today, as one of Central Texas' most established mechanical contractors, Young & Pratt takes "established" to a whole new level. Most of the team of more than 85 trained professionals have worked here for the majority of their careers, with a combined experience in excess of 825 years.

2.2 *Revisions to Handbook*

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

2.3 *At-Will Employment*

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

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

2.4 Ethics Code

Young & Pratt, Inc. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our supervisors and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

3.0 Hiring and Orientation Policies

3.1 Americans with Disabilities Act (ADA) Policy Statement

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

If you require an accommodation because of your disability to perform the essential functions of your job, it is your responsibility to notify your supervisor. Young & Pratt encourages individuals with disabilities to come forward and request reasonable accommodations.

Procedure for Requesting an Accommodation

You may be asked to include relevant information such as:

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

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need

your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

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

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

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

3.2 *Conflicts of Interest and Outside Employment*

Young & Pratt, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the Company, you must disclose it to your supervisor. If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Young & Pratt, Inc. is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect your ability to effectively perform your duties. Any conflicts should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

Note: Employees are only protected under the License and Insurance of Young & Pratt while performing work duties for the company. Work performed outside the scope of work for Young & Pratt is not covered by the company's insurance and the work cannot be performed utilizing the license of Young & Pratt.

3.3 *Training Program*

In most cases, and for most departments, training employees is done on an individual basis by the department supervisor. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult with your supervisor.

3.4 *Nonsmoking Policy*

Young & Pratt, Inc. is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms are strictly prohibited. This policy applies to Tobacco, Vapor and Electronic cigarettes.

3.5 *Personal Cell Phones*

While at work, employees are expected to exercise discretion in using personal cell phones. Excessive personal calls during the workday can interfere with employee productivity and be distracting to others. Employees are encouraged to make any personal calls during nonwork time when possible and to ensure that friends and family members are aware of Young & Pratt policy.

Young & Pratt will not be liable for the loss of personal cell phones brought into the workplace.

3.6 *Affirmative Action Policy for Federal Contractors*

It is the policy of Young & Pratt to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Provisions in applicable laws providing for bona fide occupational qualifications, business necessity or age limitations will be adhered to by the company where appropriate.

As part of the company's equal employment opportunity policy, Young & Pratt will also take affirmative action as called for by applicable laws and Executive Orders to ensure that minority group individuals, females, disabled veterans, recently separated veterans, other protected veterans, Armed Forces service medal veterans, and qualified disabled persons are introduced into our workforce and considered for promotional opportunities.

Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity.

The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense.

The Controller has been assigned to direct the establishment and monitor the implementation of personnel procedures to guide our affirmative action program throughout the Company. A notice explaining the company's policy will remain posted.

3.7 *Employment Authorization Verification*

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

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

4.0 Employment Categories

4.1 *New Hires and Introductory Periods*

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Young & Pratt, Inc. and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the Company can be shortened or lengthened as deemed appropriate by management. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

4.2 *Classification of Employment*

For purposes of salary administration and eligibility for overtime payments and employment benefits, the Company classifies its employees as follows:

- Full-time Regular Employees - Employees hired to work a normal, fulltime workweek of thirty (30) hours or more on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Part-time Regular Employees - Employees hired to work fewer than thirty (30) hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- Temporary Employees - Employees engaged to work full time or part time with the understanding that their employment will be terminated no later than upon completion of a specific project or assignment. A temporary employee may be offered, and may accept, a new temporary assignment and thus still retain temporary status. Such employees may be "exempt" or "nonexempt" as defined below.
- Individuals contracted from temporary employment agencies for specific assignments are considered employees of the respective agency and are not

considered employees of the Company. Temporary agency employees are paid by the respective agency and should not be on the Company payroll.

- Nonexempt Employees - Employees who are required to be paid at least minimum wage and overtime at the federal, state or local prescribed wage rate, whichever is higher. Nonexempt employees are required to complete and provide accurate records of their hours worked.
- Exempt Employees - Employees who are not eligible for overtime and in some cases also not subject to minimum wage regulations, in accordance with applicable federal, state and local wage and hour laws. Executives, professional employees, outside sales representatives, certain computer professionals and some administrative employees are typically exempt.

Collective Bargaining employees, the policy in Agreement will apply.

5.0 Employee Conduct and Workplace Safety

5.1 EEO Statement and Non-Discrimination Policy

Equal Opportunity Statement

Young & Pratt, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of sex, gender, race, religion, color, national origin, physical or mental disability, genetic information, marital status, age, sexual orientation, gender identity, military service, veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

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

We are all responsible for upholding the Equal Employment Opportunity Policy. Any claimed violations of this policy should be brought to the attention of your supervisor.

5.2 Policy Against Workplace Harassment

Young & Pratt, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, gender identity or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

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

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

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's sex, gender, race, religion, color, national origin, physical or mental disability, marital status, age, sexual orientation, or any other status protected by federal, state, or local laws.

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

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;

- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

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

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

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

Confidentiality

All reports of alleged harassment, sexual harassment or discrimination will be treated seriously. It will be kept confidential, and it will be shared only with those who have a need to know about it. Depending on the circumstances, that could include the alleged harasser. However, absolute confidentiality is not promised, nor can it be assured.

Investigative Procedure

Once a complaint of alleged harassment or sexual harassment or discrimination is received, the Company will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, the Company will promptly take any necessary and appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goal of this policy, even when the actions may be lawful. In fact, the Company may address any workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline can include written disciplinary warnings, transfer, demotion, suspension and termination of employment.

If the alleged harassment or sexual harassment is from a vendor, contractor, customer or other third party, the Company will take appropriate action to stop the conduct.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make a complaint following the complaint procedure outlined in this policy.

5.3 *Duties of Employees and Supervisors*

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment or sexual harassment and discrimination is maintained. Any employee may file a complaint regarding incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a lawful, pleasant work environment where all employees can effectively perform their work without interference of any type and requests the assistance of all employees in this effort. All Company supervisors and employees are expected to adhere to the Company's Anti-Harassment Policy. Supervisors' evaluations may include an assessment of their efforts in following and enforcing this policy.

All supervisors and managers are responsible for doing all they can to prevent and discourage harassment, sexual harassment and discrimination from occurring. If a complaint of harassment or sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, or owner of Young & Pratt, Inc.) should act promptly to notify the Controller so that they may proceed with an investigation. If such individual fails to follow this policy, he or she will be disciplined. Such discipline may include termination.

5.4 *Standards of Conduct*

Young & Pratt, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment related

documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.

- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policies), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially- sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working time (refer to policy on no solicitation).
- Failure to dress according to Company policy.
- Use of harassing (as defined by our EEO policies) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Lending keys or keycards to Company property to unauthorized persons.
- Failure to return tools and keys to proper location at the end of each shift.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

Progressive Discipline

Where appropriate and as circumstances may dictate, supervisors will follow a process of progressive employee discipline. Examples of employee discipline include:

VERBAL COUNSELING - A "verbal counseling" is a verbal communication to an employee that his/her conduct is unacceptable, and that repeated or continued failure to conform conduct or performance to the Company standards will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.

WRITTEN COUNSELING - A "written counseling" describes the unacceptable conduct or performance of the employee and specifies needed changes or

improvements. A copy of the written counseling generally will be retained in the employee's personnel file.

SUSPENSION - Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform his/her conduct or performance to the standards of his/her position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

TERMINATION - If an employee fails to conform his/her conduct or performance to the standards required by the Company, the Company may, in its sole discretion, terminate the employee's employment.

Notwithstanding the potential for less severe discipline before termination, the Company reserves the right to administer discipline in such a manner as it deems appropriate to the circumstances, and may, in its sole discretion, terminate an employee without prior discipline or without following a particular order of discipline.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act (NLRA). In addition, for Collective Bargaining employees, the policy in Agreement will apply.

5.5 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Young & Pratt, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero-Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.

- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

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

Violations

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

Retaliation

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

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

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

5.6 Drug-Free Workplace

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their supervisor of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program. Treatment will be at employee's expense.

5.7 Drug and Alcohol Policy

Young & Pratt, Inc. has a strong commitment to provide a safe workplace and establish policies promoting high standards of employee health and safety. In keeping with this commitment, it is the intent of the company to maintain a drug and alcohol-free workplace.

The Company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or a controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is Company policy that:

1. You may not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. You may not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

In addition, job applicants and employees may be asked to submit to a pre-employment, random, reasonable suspicion and/or post- accident drug screen to determine the illicit or illegal use of drugs. Refusal to submit to drug testing or yielding a positive result is a clear violation of company policy. Any violation of this provision will be cause for disciplinary actions, up to and including immediate termination.

Collective Bargaining employees, the policy in Agreement will apply.

5.8 Employee Safety and Health

It is the responsibility of Young & Pratt, Inc. and all employees to maintain a healthy and safe work environment and to follow procedures intended to safeguard all employees. Report all safety hazards and occupational illnesses or injuries to your supervisor as soon as reasonably possible and complete an occupational illness or injury form as needed.

Safety is everyone's responsibility. Every supervisor is expected to devote the time and effort necessary to ensure the safety of employees at all times.

Employee Responsibilities Include:

- Obeying the safety rules.
- Following safe job procedures and not taking shortcuts.
- Keeping work areas clean and free from slipping or tripping hazards.
- Using prescribed personal protective equipment.
- Immediately reporting all malfunctions to a supervisor.
- Using care when lifting and carrying objects.
- Observing restricted areas and all warning signs.
- Knowing emergency procedures.
- Reporting unsafe conditions to supervisors.
- Promptly reporting every accident and injury to one's supervisor.
- Following the care prescribed by the attending physician when treated for an injury or illness.
- Attending all employee safety meetings.

- Participating in accident investigations, serving on safety committee or other loss control activities as needed.

Failure to follow the Company health and safety rules may result in disciplinary action, up to and including termination of employment.

5.9 *Driving Record and Driver Safety*

All employees required to operate a motor vehicle as part of their employment duties at Young & Pratt, Inc. must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your employee file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance. New proof of insurance is required every time your policy expires and renews.

You may not operate a motor vehicle in the course of doing business for the Company while under the influence of alcohol or a chemical substance or other substance that can impair judgment. In addition, you may not operate a motor vehicle while texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

5.10 *Use of Company Vehicles*

Company vehicles are to be used for Young & Pratt, Inc. business only. Unless the use of the vehicle has been approved for personal use, personal or outside business use is strictly prohibited.

If you drive a Company vehicle, all infractions or violations while driving the vehicle and all restrictions, suspensions, or revocations against your driver's license must be immediately reported to your supervisor. All traffic ticket violations will be at driver's expense.

When a Company vehicle cannot be operated, is unsafe for use, or has been damaged, notify your supervisor immediately.

As the driver of a Company vehicle, you are responsible for the vehicle while in your charge and must not permit unauthorized persons to drive it. You are also responsible for the daily housekeeping of the vehicle; it is to remain clean and uncluttered.

If you use your personal vehicle or company provided vehicle in the course and scope of employment, you may not operate such vehicle when performing work duties for the Company while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or

2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Multiple driving moving violations that appear on the annual state department of motor vehicle check may result in suspension of rights to drive a Company vehicle or drive a personal vehicle on Company business. If there are persistent and ongoing problems with driving infractions, and driving a vehicle for business purposes, further disciplinary actions, up to and including termination.

5.11 *Workplace Accidents*

All accidents, injuries, potential safety hazards, safety suggestions and health and safety-related issues must be reported immediately to your supervisor and Controller. If you or another employee is injured, you should contact outside emergency response agencies, if needed.

5.12 *Complaint Resolution Procedures*

Young & Pratt, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, should a situation persist that you believe is detrimental to your employment with the Company, you should follow the procedure described below for bringing your complaint to management's attention.

Step One. Discussion of the problem with your immediate supervisor is encouraged as a first step. If, however, you do not believe a discussion with your supervisor is appropriate, you may proceed directly to Step Two.

Step Two. If your problem is not resolved after discussion with your supervisor or if you feel discussion with your supervisor is inappropriate, you are encouraged to request a meeting with the Controller. In an effort to resolve the problem, the Controller will consider the facts and may conduct an investigation.

The Company does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting or delaying the Company from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude or demeanor) where the Company deems disciplinary action appropriate.

Additionally, the Company provides its employees with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment and discrimination. Any employee who feels harassed or discriminated against should follow the Complaint Procedure as described in this handbook and in the Anti-Harassment policy.

6.0 Performance, Discipline, Separation from Employment

6.1 *Job Performance Evaluations*

Young & Pratt, Inc. will make efforts to periodically review your work performance. As you demonstrate the ability to take on additional responsibilities, your talents will be utilized in the manner deemed most suitable to your demonstrated ability and the needs of the Company.

A written performance evaluation of each employee may be performed periodically. The evaluation will be conducted by your supervisor and will be reviewed with you. Any areas of specific achievement or in need of improvement will be noted and discussed with you. You may specifically request that your supervisor assist you in developing a performance plan at any time.

The performance evaluation process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

6.2 *Disciplinary Process*

Violation of Young & Pratt, Inc. policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated.

6.3 *Separation from Employment*

An employee may be separated from employment either voluntarily or involuntarily by retirement, resignation, lack of work or termination.

Every Young & Pratt employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain a Young & Pratt employee. Young & Pratt may terminate an employee's employment, or an employee may terminate his/her employment, without cause and with or without notice, at any time for any reason. No

supervisor or other representative of the Company (except the Owner/President) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above.

Return of Property

Employees choosing to terminate their employment with Young & Pratt are required to return all company property to their immediate supervisor before leaving the premises on their final day of employment. Young & Pratt may terminate employment at any time for any reason. If an employee is terminated for a severe violation of policy, they will be escorted from the premises immediately.

Young & Pratt considers personnel files confidential. Any request for employment confirmation will be provided only with employment dates and positions held.

Exit Interview

You may be asked to participate in an exit interview when you leave Young & Pratt, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

6.4 *Workforce Reductions (Layoffs)*

If necessary based upon business needs, Young & Pratt, Inc. management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.5 *Final Paycheck*

Employees leaving the Company must return all Company property. The final paycheck will be issued in the next normal pay period, or in accordance with state law and or the appropriate Employee Bargaining Agreement. If there are unpaid obligations to the Company, the final paycheck will reflect the appropriate deductions.

7.0 Hours and Compensation Policies

7.1 Hours of Operations

By being ready, willing and able to serve customers efficiently at any time and competing fairly in the marketplace and producing a quality product, we increase the opportunity for maintaining a steady flow of work. Therefore, normal operating hours for the Young & Pratt Corporate Office are from 7am to 4pm., Monday through Friday. Field hours range from 6am to 4:30pm.

Collective Bargaining employees, the policy in Agreement will apply.

7.2 Payroll Practices

For payroll purposes, the workweek is Monday at 12:01 and ends on Sunday evening at midnight.

7.3 Payday

At Young & Pratt, Inc., the standard pay period is weekly. Pay dates are as follows: Non-union and Plumbing & Pipefitting workers, payday is Wednesday; Sheet Metal workers, payday is Tuesday.

If you resign or your employment is terminated, final settlement of wages for hours worked will be made in accordance with state law and or the appropriate Employee Bargaining Agreement.

7.4 Paycheck Deductions

Young & Pratt, Inc. is required by federal, state, and local laws to withhold certain deductions from your paycheck. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

Contact the Payroll Department with any questions about your paycheck.

7.5 Overtime for Non-exempt Employees

Overtime and additional work other than that which is regularly scheduled may be required.

Overtime will be paid to eligible, nonexempt employees in accordance with applicable federal, state and local laws. The pay for regular overtime will be at the federal or state

prescribed wage rate, whichever is higher. Holidays and PTO hours do not count as time worked for computing overtime.

All overtime must be authorized prior to its occurrence by your immediate supervisor. All overtime will be clearly entered on employee's timecard and approved by immediate supervisor.

Collective Bargaining employees, policy in Agreement will apply.

7.6 Attendance Policy

The Company expects all employees to assume diligent responsibility for their regular and reliable attendance and promptness. Continued dependability, quality and pride of service are factors over which each individual employee has a great deal of influence. If you are absent unexpectedly without reason and cannot perform your duties on time, or if you produce substandard work, we all pay the price by losing the confidence of the customer.

It is extremely important that you be punctual in your arrival for work at the beginning of the workday or shift to which you are assigned. If you know that you will be absent or late arriving for work, notify your supervisor via phone call one hour before your shift starts each day of your absence, unless you are granted leave of absence. **Notifying supervisor of absence or tardy by email or text messaging will not be an acceptable way to notify of your absence or tardiness.** In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three (3) or more consecutive workdays due to personal illness, a statement from your healthcare provider will be required before you will be permitted to return to work.

Excessive unexcused absenteeism or tardiness is grounds for disciplinary action, up to and including termination. In evaluating absences, the Company may consider, among other factors, reasons related to an employee's absences, the nature of the employee's job, and whether the employee gave proper notice in connection with such absences. If you are absent for three (3) or more consecutive business days and fail to properly report your absences, this will be considered a voluntary resignation of your position, and the Company will process the separation of your employment.

Tardiness - Defined as failure to be at the employee's workstation, ready to work after the designated start time or leaving work prior to the end of the scheduled work time.

Excessive Tardiness - Defined as being tardy more than an average of one (1) time per pay period.

Excessive Absences and Tardiness:

Performance Reviews - Absences and tardiness will be reviewed annually as part of each employee's performance appraisal. This Applies to non-union employees only.

Counseling Action - Persistent tardiness or frequent absences without a reasonable cause may result in disciplinary action and, if not remedied, could result in termination. If you are absent for three (3) or more days without giving notice to your supervisor, you will be considered as having voluntarily terminated your employment.

7.7 Job Abandonment

If you fail to show up for work or call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Young & Pratt, Inc.

8.0 General Policies

8.1 Bulletin Boards

Young & Pratt, Inc. maintains an official bulletin board located in the Accounting Department for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

8.2 Cell Phone Allowance for Personal Cell Phone

Young and Pratt, Inc. will provide a monthly cell phone allowance to those employees who have a job-related need for them. Need will be determined by your supervisor and/or Management Team. Payments will process with the first payroll of each month and are included with your regular payroll.

8.3 Expense Reimbursement

Employees who spend their own money on any company related expense must complete an Expense Reimbursement form. This includes expenses related to credit cards, mileage, meals, entertainment and travel expenses. Miles driven will be reimbursed using the current year's IRS auto tax rate. Expenses must be submitted weekly to your supervisor for approval, then submitted to the Payroll Department for processing.

- **Credit Cards:** Credit cards have been issued for genuine business expenditure only and are not to be used for personal purchases. Credit card receipts should be submitted weekly with timecard for reimbursement.
- **Parking:** Receipts are not required for parking reimbursement. When submitting for reimbursement included project name, client and date of occurred parking expense.

- **Toll Tag:** Use of toll tag is for business purposes only.

8.4 *Open Door Policy*

At Young & Pratt, Inc., we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your supervisor or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are the property of the Company.

8.5 *Mobile Device Use*

While Young & Pratt, Inc. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under Section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

8.6 ***Personal Data Changes***

It is your obligation to provide Young & Pratt, Inc. with your current contact information, including current mailing address and telephone number. Inform the Company of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Payroll Supervisor.

8.7 ***Security***

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

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

8.8 ***Social Media Policy***

At Young & Pratt, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, ***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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, supervisor, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your supervisor or consistent with policies that cover equipment owned by the Company.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others 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.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

8.9 *Third Party Disclosures*

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

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

8.10 *Voicemail, Email, and Internet Policy*

This Voicemail/Email/Internet Policy is intended to provide Young & Pratt, Inc. employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, is the exclusive property of the Company. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.
- The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.
- The interests of the Company in monitoring and intercepting data include but are not limited to: protection of Company trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the Company voicemail/email/Internet system.

Any employees who violate this policy will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

8.11 ***Workplace Privacy and Right to Inspect***

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

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

9.0 ***Leaves of Absence***

9.1 ***Holiday***

Collective Bargaining employees will receive the below holidays according to the Collective Bargaining Agreement, please refer to Agreement. In addition, non-union truck drivers and hourly laborers (field and shop) will observe the same holidays. **Holidays are not paid days.**

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

For non-union administrative employees and salaried field and shop administrative employees, the Company offers the following paid holidays each year [management reserves the right to add to or delete from the following list]:

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

Flexible Holiday – Employee may elect to take holiday on Veteran's Day or the Day after Thanksgiving; use of Flex Holiday, employee must coordinate time with their manager.

When a holiday falls on a Saturday or Sunday, employees will be given a day off on Friday or Monday, as determined in coordination with field activities.

If a holiday falls on your regular day off, the holiday will be observed as your supervisor determines, on your last day of work before the holiday or the first day of work following the holiday.

The Company reserves the right to close on another day or grant compensatory time off instead of closing its offices. You will receive holiday pay if the holiday falls in the week when you are on PTO or leave of absence. You must work the day before and the day after a holiday to receive holiday pay, unless the day before or the day after is your normally designated day off, you are on PTO, or you have a doctor's note excusing your absence. This only applies to employee who are eligible to receive holiday pay.

Holiday Pay for Eligible Non-Bargaining Employees

Employee must be employed for 90 days before being eligible to receive holiday pay. In addition, to receive pay for any holiday employees must be present for a full day's work (or have a previously received excused, approved absence) the last day before the holiday and for the first scheduled work day following the holiday. Also, employees must work a 32-hour week, based on a 40-hour week. You must have satisfactorily completed the introductory period to be eligible for holiday pay.

Holiday pay for full-time employees is computed at the straight time rate of eight hours. In no case may you receive more than a normal day's wage for any holiday unless you worked that day.

Holiday hours do not count towards computing overtime hours.

9.2 Paid Time Off (PTO)

Instead of offering separate vacation, sick leave, and personal days Young & Pratt, Inc. offers paid time off (PTO) program that combines all of these benefits. Young & Pratt, Inc. believes this program will give each employee the flexibility to manage their time off as they see fit. Employees may use PTO for sickness, vacation, to attend their child's school activities, to care for ill family members, to take care of personal errands or business, or to simply take a personal day off work.

Non-bargaining administrative full-time employees who have completed 90 days of employment are eligible for PTO. Part-time employees, temporary employees, contractors and those whose job description or offer letter specifically exclude this benefit are not eligible for PTO benefits.

PTO Accrual

Service employees – Will accrue at 1.538 hours per payroll for a maximum accrual of two weeks of PTO in any one calendar year. PTO time cannot be carried forward from year to year and resets to zero at the beginning of each calendar year. PTO days cannot be more than two days in arrears without managers approval.

Administrative employees – Will accrue at 2.307 hours per payroll for a maximum accrual of three weeks of PTO in any one calendar year. PTO time cannot be carried forward from year to year and resets to zero at the beginning of each calendar year. PTO days cannot be more than two days in arrears without managers approval.

You must give at least 10 days' notice to your supervisor of your PTO plans. You will not be eligible to receive pay instead of PTO time. You will not accrue PTO during periods when you are not working and taking time off from the Company.

Accrued PTO days may be taken at any time during the year (once eligibility is reached). However, if employee quit, or is terminated, the amount of PTO time used but not yet accrued must be "paid back" to the Company. This policy does not apply if you are laid off.

PTO must be approved by supervisor. Any conflict in coordinating PTO requests will be approved based on the below:

- Company needs
- Date of Request
- Seniority

Exceptions may be made at management discretion.

The Company does not pay out PTO time for departing, laid off or terminated employees.

Minimum Increments of PTO

The minimum amount of PTO you can use at one time depends on whether you are exempt or a nonexempt. If you are nonexempt, you may not take less than one hour off at a time. If you are exempt, you must take PTO in increments of not less than one-half day at a time.

PTO hours do not count towards computing overtime.

Collective Bargaining employees, policy in Agreement will apply.

9.3 Jury Duty

Young & Pratt, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your supervisor as soon as possible to make scheduling arrangements.

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

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

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

9.4 Voting Leave

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

9.5 Family and Medical Leave of Absence (FMLA)

General

We recognize that there are times when you may need to be absent from work due to qualifying events under the Family and Medical Leave Act (FMLA). Accordingly, Young & Pratt, Inc. will provide eligible employees up to a combined total of 12 weeks of unpaid FMLA leave per leave year for the following reasons and any others authorized by the FMLA:

- **Parental Leave:** For the birth or placement of an adopted or foster child;
- **Personal Medical Leave:** When you are unable to work due to your own serious health condition;
- **Family Care Leave:** To care for a spouse, child, or parent with a serious health condition;
- **Military Exigency Leave:** When your spouse, parent, son, or daughter (of any age) experiences a qualifying exigency resulting from military service (applies to active service members deployed to a foreign country, National Guard and Reservists); and
- **Military Care Leave:** To care for your spouse, parent, son, daughter (of any age), or next of kin who requires care due to an injury or illness incurred while on active duty or that was exacerbated while on active duty. **Note:** Up to 26 weeks of leave per 12-month period may be taken to care for the injured/ill service member.

Key Policy Definitions

- **Eligible employees** under this policy are those who have been employed by the Company for at least 12 months (these need not be consecutive months and under certain circumstances hours missed from work due to military call-up will also be counted) and have performed at least 1,250 hours of service in the 12-month period immediately preceding the date leave is to begin. Where the Company has small locations with fewer than 50 employees within 75 miles, employees are not eligible for leave. However, you may contact Human Resources to discuss other types of leave that might be available for the reasons listed in this policy.
- **Leave year** for the purposes of this policy is a rolling 12-month period measured backward from the date FMLA leave begins.
- A **spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage arose.
- A **son or daughter** for the purposes of parental or family leave is defined as a biological, adopted, foster, step-child, legal ward, or a child for whom you stood in loco parentis to, who is either under 18 years of age, or is 18 years of age or older and incapable of self-care because of physical or mental disability. A son or daughter for the purposes of military exigency or military care leave can be of any age.
- A **parent** means a biological, adoptive, step, or foster parent or any other

individual who stood in loco parentis to you when you were a son or daughter.

- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- A **health care provider** is a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
 - Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events is available during a period of 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
 - Parental care when the military family member is needed to care for a parent who is incapable of self-care (e.g. arranging for alternative care or transfer to a care facility); and
 - Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the

service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

Foreseeable Need for Leave

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

Unforeseeable Need for Leave

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

Leave Request Process

To request leave under this policy, obtain a leave request form from the Payroll Manager and return the completed form to the Accounting Department. If the need for leave is unforeseeable and you will be absent for more than three (3) days, contact the Accounting Team by telephone and request that a leave form be mailed to your home. If the need for leave will be fewer than three days, complete and return the leave request form upon returning to work.

Call-In Procedures

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

Leave Increments

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

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

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

Paid Leave Utilization During FMLA Leave

If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available PTO and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Certification and Fitness for Duty Requirements

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

When requesting a military exigency leave, you may also be required to provide appropriate active duty orders and subsequent information concerning particular qualifying exigencies involved.

When requesting personal medical leave, you will also be required to provide a fitness for duty certification from your health care provider prior to returning to work.

Scheduling Leave and Temporary Transfers

Where possible, attempt to schedule leave so as not to unduly disrupt operations. If you are requesting leave on an intermittent or reduced schedule basis that is foreseeable based on planned medical treatment, you may be temporarily transferred to another job with equivalent pay and benefits that better accommodates recurring periods of leave.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made. Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Return to Work

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

Spouse Aggregation

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

General Provisions

Failure to Return

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

Alternative Employment

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

False Reason for Leave

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

9.6 *Military Leave (USERRA)*

Young & Pratt, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Accounting Department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For

more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Accounting Department.

10.1 **Benefits**

10.1 **Medical Insurance**

Young & Pratt, Inc. provides its regular benefits eligible full-time employees who have completed 90 days of employment with Medical insurance. As a benefit to employees, the Company currently pays the full portion of medical insurance premiums. Young & Pratt reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein.

Specific Medical Plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the Company or the Plan Sponsors, unless otherwise required by law. Questions not answered in this document may be addressed to the Local Union Office Manager or the Third-Party Administrator of the Health Plan as identified in the Health Care Plan Summary Plan Description.

Employees are encouraged to read the Summary Plan Description and fully understand their medical and dental benefits. To the extent that any of the information contained in this handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Eligibility

Employees are eligible to participate in the Company health care plan (medical) on the first day of the month following 90 days of employment or earlier as described in the Summary Plan Description and in accordance with Federal Law.

If there is a conflict between the official plan documents and the Summary Plan Description in this section, the SPD prevails.

FMLA Sub policy: Health benefits during Family and Medical Leave Act (FMLA) leave are maintained by the Company on the same terms as if you continued to work. You must make arrangements to pay your share of the health insurance premium on a monthly basis to maintain insurance coverage. Contact the Payroll Department to determine your contribution amount. The obligation of Company to maintain health benefits stops when:

- You inform the Company of your intent not to return to work at the end of the leave period; or
- You fail to return to work when the FMLA entitlement is exhausted; or
- You fail to timely make your premium payments.

The Company will be entitled to recover premiums paid to maintain health insurance coverage for you if you fail to return to work from leave.

Plan eligibility does not necessarily mean coverage for all medical treatments or procedures. Under changed circumstances, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

COBRA Sub policy: If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your medical benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). The Third-Party Administrator will mail you information about your COBRA rights.

10.2 **COBRA**

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

Contact the Local Union Office Manager or Third-Party Administrator of the Health Plan as identified in the Health Care Plan Summary Plan Description to learn more about your COBRA rights.

AS A SUPPLEMENT TO THIS HANDBOOK ALL YOUNG & PRATT EMPLOYEES ARE ISSUED A
COPY OF THE HEALTH AND SAFETY MANUAL.

11.0 Policy on Appropriate Use of Computer and Network Resources

11.1 Purpose and Scope

The information systems of Young & Pratt are intended for the use of authorized employees of Young & Pratt in the conduct of their work. Young & Pratt's information systems consist of all networking, computing, and telecommunications wiring, equipment networks, security devices, passwords, servers, computers systems, computers, workstations, Internet-connection(s), Young & Pratt-owned mobile communication devices and all other intermediary equipment, services, and facilities. These assets are the property of Young & Pratt. This Policy describes the terms and conditions of use for Young & Pratt information systems.

This policy applies to any and all users of these resources both authorized and unauthorized.

11.2 Definitions

Personal Identifiable Information (PII): Certain data defined in applicable laws of a state or country which can, separately or in combination, identify an individual.

Personal Health Information (PHI): Information protected by HIPAA.

Personal Data: Any information that can be used to directly or indirectly identify a person.

Sensitive Personal Data: Special categories of Personal Data including racial and ethnic origin, religion, sexual orientation, etc., that is subject to more stringent protection under some laws and regulations.

Health Insurance Portability and Accountability Act (HIPAA): Federal Law protecting and defining the appropriate use of PHI and medical records. For purposes of this Policy, "HIPAA" includes the HITECH Act amendments to HIPAA.

Virtual Private Network (VPN): Technology used for secure communication from a remote location to a network resource.

Multi-factor Authentication (MFA): A method of confirming a user's claimed identity by utilizing a combination of two or more pieces of evidence, usually something they know (e.g., a pin or password) in combination with something they have (e.g., a fingerprint or smartphone app.)

11.3 Policy

User Rights and Responsibilities Sections – GENERAL

Part 1

Assent to Terms of the Appropriate Use Policy

By accessing and/or using Young & Pratt information systems, and/or by "clicking through" a usage agreement during sign-on to any Young & Pratt system or any other equipment registration procedure, users assent to the Terms and Conditions of the Appropriate Use Policy.

Part 2

Access To and Use of Systems/Normal Duration of Service

Access to and use of Young & Pratt information systems are privileges granted by Young & Pratt to employees and authorized third parties. Young & Pratt retains sole discretion over the extent to which access privileges are granted, extended and/or revoked.

Part 3

Use of Computer Accounts and Facilities

Employees of Young & Pratt may use only the computer accounts and facilities authorized by Young & Pratt for their use. Use of another person's account, identity, security devices/tokens, or presentment of false or misleading information or credentials, or unauthorized use of information systems/services is prohibited.

Part 4

Users Responsible for Actions Conducted Under their User ID(s)

Users are responsible for all use of information systems conducted under their user ID(s) and are expected to take all precautions including password security and file protection measures to prevent use of their accounts and files by unauthorized persons/entities. Sharing of passwords and other access tokens with others is prohibited.

Part 5

Duties When Speaking in Electronic Communications

Speakers are expected to make clear when they are not representing Young & Pratt in their electronic communications.

Part 6

Posting of Personal Information/Web Pages/Other Electronic Writings

Users are responsible for the timeliness, accuracy and content/consequences of their personal information, web pages and other electronic writings. Personal information of employees of Young & Pratt may not be posted, or maintained on public networks or sites, unless the user fully complies with applicable laws, regulations, and Young & Pratt policies governing handling of personal information.

Part 7

Use of Young & Pratt Recognized Messaging Systems

Electronic messages pertaining to the official business of Young & Pratt, shall be sent from Young & Pratt-owned or Young & Pratt-recognized messaging systems. If unrecognized third-party messaging systems are used to originate a message, and/or if a party forwards messages from a Young & Pratt-owned or Young & Pratt-recognized system to a third-party unrecognized system, the individuals using these systems shall be solely responsible for all consequences arising from such use.

Part 8

Use of Young & Pratt Systems to Host Non-Young & Pratt Activities

Use of Young & Pratt information systems for hosting non-Young & Pratt activities

must have the explicit written authorization of Management.

Part 9

Commercial Use

Young & Pratt information systems may only be used for Young & Pratt and its attached companies.

Part 10

Offering, Providing, Lending or Renting Access to Young & Pratt Systems

Users may not offer, provide, lend, rent, or sell access to Young & Pratt information systems or networks. Users may not provide access to individuals outside of Young & Pratt. Expansion of centrally managed administrative network segments and connection of personal or private switches, routers, wireless access points or DHCP-serving devices is prohibited, except as may be agreed to in writing between the device owner and Young & Pratt. Young & Pratt reserves the right to reconfigure or disable the network port(s) of any user whose activity interferes with any Young & Pratt-provided system or service, for example, to address a misconfigured device or a computer infected with virus/malware. The VPN (Virtual Private Network) shall instead be used.

Part 11

Compliance with Internet Service Providers' Acceptable Use Policies

Internet use must comply with the Acceptable Use Policy stipulated by our Internet service provider(s).

Part 12

Use of Remote Services

Users may not connect to remote resources such as printer, file systems, or any other remote resource, regardless of location on or off the Young & Pratt network, unless the administrator of the remote resource has first granted permission to do so.

Employees must use the VPN for remote access to the Young & Pratt electronic resources. Young & Pratt reserves and intends to exercise its right to determine:

- *Who may use the VPN;*
- *From what locations the VPN may be accessed;*
- *What services and experiences are offered through the VPN;*
- *The extent of individual access rights when using the VPN;*
- *To limit or block connections not origination from the VPN, and;*
- *To assess and approve other secure connection methods.*

Exceptions to this policy provision may be made for vendors and affiliates who maintain private connections to the Young & Pratt network.

All users establishing a connection to the Young & Pratt network through the VPN are required to use multi-factor authentication (MFA). Users connecting to the network through VPN or by any other means are responsible to ensure antivirus software is present on their computer, and that its protection signatures are up to date.

Part 13

Irresponsible/Wasteful Use

Users may not use information systems irresponsibly, wastefully, or in a manner that adversely affects the work or equipment of others at Young & Pratt or on the Internet.

Part 14

Specific Prohibitions on Use of Information Systems

In addition to all of the requirements of this Policy, it is specifically prohibited to use Young & Pratt information systems to:

- *Harass, threaten, defame, slander, or intimidate any individual or group;*
- *Generate and/or spread intolerant or hateful material, which in the sole judgment of Young & Pratt is directed against any individual or group, based on race, color, religious creed, genetic information, sex, gender identity, sexual orientation, age, national origin, ancestry, marital status, veteran, or disability status;*
- *Transmit or make accessible material, which in the sole judgment of Young & Pratt is offensive, violent, pornographic, annoying, or harassing, including use of Young & Pratt information systems to access and/or distribute obscene or sexually explicit material.*
- *Generate unsolicited electronic mail such as chain messages, unsolicited job applications, commercial announcements, or other communications inconsistent with or in violation of Young & Pratt policy;*
- *Generate falsely identified messages or content, including use of forged content of any description;*
- *Transmit or make accessible password information;*
- *Attempt to access and/or access information systems and/or resources for which authority has not been explicitly granted by the system owner(s);*

- *Capture, decipher or record user IDs, passwords, or keystrokes;*
- *Manipulate or tamper with uniform resource locators (URLs);*
- *Intercept electronic communications of any kind;*
- *Probe by any means the security mechanisms of any resource on the Young & Pratt network, or on any other network through a connection to the Young & Pratt network;*
- *Disclose or publish by any means the means to defeat or disable the security mechanisms of any component of Young & Pratt Information Systems Network.*
- *Alter, degrade, damage, or destroy data without authorization;*
- *Knowingly transmit computer viruses or malicious/destructive code of any description;*
- *Conduct illegal, deceptive, or fraudulent activity;*
- *Obtain, use, or retransmit copyrighted information without permission of the copyright holder;*
- *Place bets, wagers or operate games of chance;*
- *Use Young & Pratt resources for non-Young & Pratt financial gain. This includes, but not limited, to bitcoin mining or similar activities; or*
- *Tax, overload, impede, interfere with, damage, or degrade the normal functionality, performance or integrity of any device, service or function of Young & Pratt information systems, content, components, or the resources of any other electronic system, network, service or property of another party, corporation, institution, or organization.*

The above enumeration is not all-inclusive. If there is a question as to whether a specific use is appropriate or acceptable under this policy, users are responsible for obtaining clarification from Young & Pratt and Young & Pratt sole determination shall prevail.

YOUNG & PRATT RIGHTS AND RESPONSIBILITIES SECTIONS

Part 15

General Rights of Young & Pratt

To protect Young & Pratt information systems against unauthorized or improper use, and to protect authorized users from the effects of unauthorized or improper usage, Young & Pratt has the right with or without notice, to monitor, record, limit or restrict any users account, access and/or usage of account. Young & Pratt may also monitor, record, inspect, copy, remove or otherwise alter any data, file, or system resources in its sole discretion. Young & Pratt further has the right to periodically inspect systems and take any other actions necessary to protect its information systems. Young & Pratt also has access rights to all files and electronic mail on its information systems. Anyone using these systems expressly consents to such oversight. *Note: Young & Pratt utilizes a SOC monitoring service on our network.*

Part 16

Right to Seize/Inspect Young & Pratt Owned Computing Devices

Young & Pratt reserves the right at any time, with or without prior notice or permission from the user or users of a computer or other Young & Pratt-owned computing device, to seize such device and/or copy or have copied, any and all information from the data storage mechanisms of such device as may be required in the sole discretion of Young & Pratt in connection with the investigations of possible wrongdoing or legal action. In addition to the foregoing, privately owned devices connected to the Young & Pratt network are also subject to inspection by authorized Young & Pratt personnel. Additionally, Young & Pratt utilizes Mobile Device Management (MDM) software on Young & Pratt-owned devices. This software allows Young & Pratt to remotely control the device. Please back-up and save any personal photos, files, etc., as any lost, stolen, obsolete or other such device may be remotely wiped with the total loss of data on the device. Additionally, any change to a new device may have a loss of some or all the data during the transition. It is important to keep the device in your possession updated to the latest version of software for both security, ease of use and ease of transition to a new device.

Part 17

Right to Block Content

Young & Pratt reserves the right to reject from the network or block electronic communications and content deemed not to be in compliance with this or other policies governing use of Young & Pratt information systems.

Part 18

Right to Disclosure Information

Young & Pratt may disclose information, including pursuant to an internal or external investigation of alleged misconduct or wrongdoing, and may provide information to third parties, including law enforcement. By accessing Young & Pratt information systems, users give Young & Pratt permission to conduct each of the operations described above.

Part 19

Actions to be taken When a Policy Violation is Identified

When a potential violation is identified, Young & Pratt is authorized to investigate and initiate action in accordance with Young & Pratt policy. Repeated violations may result in suspension or termination of service(s) and/or employment. In addition, Young & Pratt may require restitution for any use of information systems that violates this policy. Young & Pratt may also provide evidence of possible illegal or criminal activity to law enforcement authorities.

Part 20

Consequences of Policy Violation

Any unauthorized, inappropriate, illegal, or illegitimate use of Young & Pratt's information systems, or failure to comply with this policy shall constitute a violation of Young & Pratt policy and will subject the violator to disciplinary action by Young & Pratt up to and including separation of employment or relationship and may result in legal action.

Part 21

Termination of Access to Young & Pratt Systems and Services

Notwithstanding any other provision of Young & Pratt policy, authorization to access the information systems and resources of Young & Pratt ends at the termination of employment, end of a recognized role or relationship.

CONFIDENTIALITY/PRIVACY SECTIONS

Part 22

Electronic Content Property of Young & Pratt

Right of Young & Pratt to Monitor Content

Young & Pratt information systems and the messages, e-mail, files, attachments, graphics, official social media accounts and Internet traffic generated through or within these systems are the property of Young & Pratt. They are not the private property of any Young & Pratt employee, staff, contractor, of any other person. No user of Young & Pratt systems should have an expectation of privacy in their electronic communications. All electronic communications, files and content presented to and/or passed on the Young & Pratt network, including those to, from or through Internet connection(s), may be monitored, examined, saved, read, transcribed, stored or re-transmitted by an authorized employee or agent of Young & Pratt, in its sole discretion, with or without prior notice to the user. Young & Pratt reserves and intends to exercise the right to do so. Electronic communications and content may also be examined by automated means.

Part 23

Confidentiality of Content

The confidentiality of any content shall not be assumed. Even when a message or material is deleted, it may still be possible to retrieve and read the message or material. Further, use of passwords for security does not guarantee confidentiality. Messages read in HTML may identify the reader to the sender. Aside from the right of Young & Pratt to retrieve and read any electronic communications or content, such messages or materials must be treated as confidential by other employees and accessed only by the intended recipient. Without prior authorization, no person is permitted to retrieve or read electronic mail messages not sent to them.

Part 24

Responsibility to Maintain Confidentiality

Notwithstanding Young & Pratt's right to audit or monitor its information systems, all users are required to observe the confidentiality and privacy of others' information accessed through Young & Pratt information systems and records of every description. Without proper authorization, users are not permitted to retrieve or read content not intentionally addressed to them. With proper authorization, the contents of electronic mail or Internet messages or materials may be accessed, monitored, read, or disclosed to others within Young & Pratt or otherwise.

Part 25

Electronic Privacy Rights

The electronic privacy rights of others shall be respected at all times. Use of audio, video, cell phone, "web cam" or related technologies, for the purpose of capturing images and/or recording speech in locations or circumstances where a reasonable expectation of privacy exists is prohibited without the consent of the subject(s) depicted and/or recorded. This provision shall not apply to lawful surveillance conducted by law enforcement agencies. Young & Pratt reserves the right to impose additional restrictions on use of electronic recording devices, in its sole discretion.

Part 26

Handling of Sensitive Information Disposal of Data and Storage Media

Printed materials, computer equipment and storage media containing sensitive and/or protected information shall be handled in accordance with current Young & Pratt guidance on disposition of electronic records and information and hazardous materials regulations.

Part 27

No Guarantee of Protection Against Unauthorized Access Prohibition on Accessing/Moving Data Belonging to Another Accountholder

While Young & Pratt attempts to protect electronic communication and files from unauthorized access, this cannot be guaranteed. **Users** may not access, copy, or move files beyond their normal course and scope of employment including, but not limited to programs, data, and electronic mail belonging to Young & Pratt or another account, without appropriate authorization. Files beyond the users' normal course

and scope of employment may not be moved or copied to other computer sites and/or downloaded without permission from Young & Pratt.

COMPLIANCE WITH LAWS SECTION

Part 28

Requirements to Comply with Applicable Local, State and Federal Laws Concerning Use, Dissemination and Disclosures of Information

Young & Pratt strives to maintain the security and privacy of electronic communications. Use of Young & Pratt information systems or resources, dissemination, and disclosures of information, and disclosures of information, must comply with the provisions of applicable local, state, and federal laws, regulation, and Young & Pratt policy.

Part 29

Lawful Use

Young & Pratt information systems may be used for lawful purposes only. It is prohibited to use Young & Pratt information systems for unlawful purposes, including, but not limited to the installation of fraudulently or illegally obtained or harmful software, illegal dissemination of licensed software, sharing of content where the disseminator does not hold lawful intellectual property rights, propagating chain messages, pyramid or other unlawful or deceptive schemes, or any purpose contrary to local, state, federal law or Young & Pratt policy.

Part 30

Compliance with Copyright Law

Use of Young & Pratt information systems must comply with provisions of copyright law and fair use. Copyright law limits the rights of a user to decrypt, copy, edit, transmit or retransmit another's intellectual property, including written materials, images sounds, music, and performances, without permission, except where such use is in compliance with Fair Use provisions.

Part 31

Compliance with Export Control Regulations

Exports of computing equipment and information technologies from Young & Pratt, including hand-carrying, must be in compliance with US Export Control Regulations.

NOTICE OF RIGHT TO CHANGE APPROPRIATE USE POLICY

Young & Pratt reserves the right to change this policy or any portion of the policy, at any time, with or without prior notice. Changes to this policy are effective upon posting at <http://Youngandpratt.com/employees/>

12.1 Headphone/Earbud Policy

Young & Pratt prohibits the use of all Headphones/Ear Buds and listening to a cell phone as a radio on all construction sites. OSHA's Hearing Protection standard requires that ear protective devices be provided by the employer and used wherever necessary to reduce noise levels below acceptable limits set out by the agency in its' regulations. Headphones/Ear Buds are not a substitute for hearing protection. These may be use outside of nonworking times such as breaks and mealtimes.

**Acknowledgement of Handbook
Receipt and Review (revision date**

August 2022)

By signing below, I _____ (print name) acknowledge that I have received a copy of the Young & Pratt, Inc. Employee Handbook (the handbook) and Health and Safety Manual (the Program) and I have read, understand, and agree to comply with Handbook and Program. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or _____ written, can supplement or modify this handbook. Changes can only be made if approved in writing by the President/Owner of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a Collective-Bargaining Agreement that conflicts with the terms of this handbook, I understand that the terms of the Collective-Bargaining Agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Young & Pratt, Inc.

If I have any questions about the content or interpretation of this handbook, I will contact the Accounting Department.

Date

Employee Signature

Print Name (employee)