

1TIME GC LLC

Employee HANDBOOK

Updated 2023

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## **Section 1 - Introduction**

### **Welcome!**

Welcome to the 1TIME GC LLC family! We are excited to have you on the team. This handbook will guide you through our policies and procedures, what you can expect from your employer and what we expect from our employees.

A copy of this handbook is always available to you on our company website [www.1time.org](http://www.1time.org) . If you would like a hard copy of this handbook please ask your Human Resource Officer – James Cutroni.

### **Equal Employment Opportunity**

1TIME GC LLC is an equal opportunity employer and does not discriminate against employees or applicants on the basis of an individual's race, creed, gender, sex, color, religion, national origin, age, disability, marital status, veteran status, or any other status protected by applicable law. This policy applies to all terms, conditions, and privileges of employment, including recruitment, hiring, placement, compensation, promotion, discipline, and termination.

1TIME GC LLC is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA). It is our policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such an individual's disability. Consistent with this policy of non-discrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined in the ADA, who has made the Company aware of their disability, provided such accommodation does not constitute an undue hardship to the Company.

Any employee or job applicant who has questions regarding this policy or believes that they have been discriminated against should notify their manager or James Cutroni.

### **About this Handbook**

This handbook was developed to describe the policies, programs, and benefits available to eligible employees. It is important to read, understand, and comply with all provisions of the handbook.

This handbook should not be construed as an employment agreement or contract and does not guarantee any contractual rights. It's also important to remember that this handbook provides general guidelines and that other information such as benefit plans will be described in other documents.

This handbook states only general Company guidelines. 1TIME GC LLC may, at any

time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment-at-will.

This handbook supersedes and replaces any and all personnel policies and manuals previously distributed or made available to employees.

### **Employment-At-Will**

Employment with 1TIME GC LLC may be terminated for any reason, with or without cause or notice, at any time, by you or the Company. Nothing in this Employee Handbook or in any oral or written statement shall limit the right to terminate employment-at-will. Only the President of the Company shall have any authority to enter into an employment agreement with any employee providing for employment other than at-will and any such agreement must be in writing. This policy of at-will employment is the sole and entire agreement between you and 1TIME GC LLC as to the duration of employment and the circumstances under which your employment may be terminated.

With the exception of employment-at-will, terms and conditions of employment with 1TIME GC LLC may be modified at the sole discretion of the Company, with or without cause or notice, at any time. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice.

### **Open Door Policy**

The Company has an open-door policy and takes employee concerns and problems seriously. The Company values each employee and strives to provide a positive work experience. Every employee is encouraged to speak with their immediate supervisor at any time with questions or problems relating to the job while employed. If you are unable to satisfactorily resolve your question or problem with your supervisor, you can request a meeting with a manager or with James Cutroni.

## **Section 2 - Employment Policies**

### **Employee Categories**

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws. The following is intended to help employees understand employment classifications and employees' employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time is retained by both the employee and 1TIME GC LLC.

Each employee is designated as either non-exempt or exempt from federal and state wage and hour laws. non-exempt employees are entitled to overtime pay under the specific provisions of federal and state laws. exempt employees are excluded from

specific provisions of federal and state wage and hour laws. An employee's exempt or non-exempt classification may be changed only upon written notification by 1TIME GC LLC management based on the Fair Labor Standards Act guidelines only.

In addition to the above categories, each employee will belong to one of the following employment categories:

**Regular Full-Time:** These are employees who are not in temporary or probationary status and who are regularly scheduled to work the organization's full-time schedule (35 hours or more per week).

**Regular Part-Time:** A part-time employee is an individual who is hired for an indefinite period, but who works less than a normal workweek. Employees, who work irregular hours, regularly scheduled hours every workday or full workdays but less than 5 days per week. A common definition of part-time employment is scheduled work of 35 hours or less per week.

**Short Term Employee:** A "short term employee" shall mean an individual whose employment is limited in duration and is hired for a specific short-term project, or on a short-term freelance, per diem, or temporary basis. Short-term employees are not eligible for Company benefits.

### **Trial Period**

The first 90 days of employment is an introductory period. This is an opportunity for 1TIME GC LLC to evaluate your performance. It also is an opportunity for you to decide whether you are happy being employed at 1TIME GC LLC. The Company may extend the probationary period if it desires. If at the end of the introductory period, the relationship is satisfactory to the new employee and the supervisor, the employment relationship will continue. Successfully completing the trial period doesn't alter the employee's at-will status.

### **Performance Reviews**

Employee performance is evaluated a minimum of once per year. Evaluations may happen more frequently at the discretion of the owner, manager, or officer in charge. Performance reviews are used to establish goals and objectives, determine where and if coaching and counseling is needed, identify new and additional professional opportunities, and diagnose strength and areas in need of further development.

Completed reviews are available to individual staff at their request.

### **Progressive Discipline Policy**

1TIME GC LLC enforces a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. Disciplinary action is any one of a number of options used to correct unacceptable behavior or actions. Discipline may take the form of oral warnings, written warnings,

probation, suspension, demotion, discharge, removal, or some other disciplinary action, in no particular order. The course of action will be determined by the Company at its sole discretion as it deems appropriate. The discipline imposed under this policy will be determined based on the severity of the violation. The following progressive disciplinary steps may be utilized for breach of policy or violation of rule(s):

First offense: Verbal counseling/warning

Second offense: Written warning

Third offense: Suspension (length to be determined by supervisor/manager)

Fourth offense: Termination

Note that each offense need not be for violation of the same policy or procedure. First-time violations of different policies or procedures may count as second, third, or fourth offenses. All violations will be filed in the employee's personnel file. The employee may ask for a copy of the warning at any time. Employees, although they may not necessarily agree with the disciplinary action, are expected to sign the form acknowledging that disciplinary action has been taken against them and add any comments they deem necessary. While the Company provides this policy as a guide for the administration and enforcement of its policies and procedures, the severity and circumstances surrounding a particular violation may warrant the imposition of a more serious form of discipline, even in situations where the violation is a first offense. Accordingly, 1TIME GC LLC reserves the right to accelerate disciplinary measures to deal with the severity of the infraction. Furthermore, there are some situations which 1TIME GC LLC believes are so detrimental to the integrity of its operations and personnel that immediate termination may be required (see Standards of Conduct).

### **Section 3 - Time Away From Work and Other Benefits**

#### **Benefits Overview**

This handbook contains descriptions of some of our current employee benefits. Many of the Company's benefit plans are described in more formal plan documents available from James Cutroni. In the event of any inconsistencies between this handbook or any other oral or written description of benefits and a formal plan document, the formal plan document will govern.

The information presented here is intended to serve only as an overview. The details of specific benefit plans are available from James Cutroni. Although 1TIME GC LLC plans to maintain these employee benefits, it reserves the right to modify, amend or terminate these benefits at any time and for any reason.

#### **Paid Time Off**

PTO is available for employee use after the 90-day probation period following hiring. Time worked during the probation period will accrue PTO and be applied retroactively after the completion of the 90-days. PTO is for employee's scheduled 30 or more hours a week. Employees working less than 30 hours on a regular basis, on-call or temporary employees are not eligible to accrue paid time off.

Whenever possible, PTO should be scheduled in advance such as for vacations and personal appointments. Scheduled time off is subject to supervisory approval based on staffing needs.

PTO is paid at the employee's straight time rate and is not part of any overtime calculation.

PTO can be used in increments as low as an hour but a single day cannot exceed his/her regular scheduled workday. For example, if an employee works a seven-hour day, he/she would request between one to seven hours of PTO when taking that day off. They could not request 8 hours of PTO.

PTO hours have no cash value and can not be paid out upon termination. PTO may not be used in lieu of notice by the employee. PTO cannot be preemptively spent.

PTO is available for use only by the employee who earned it and may not be transferred to another employee.

Earned PTO will not exceed 40 hours. PTO will expire on the last work day of the year.

PTO requests should be sent in writing to **Nicole.newick@1time.org** or requested **VIA the PAYCHEX platform.**

### **Holidays and Holiday Pay**

1TIME GC LLC's company observed holidays include Thanksgiving, Christmas, New Years, and Independence Day. On these holidays 1TIME GC LLC will be closed.

Employees can receive straight time pay for company observed holidays if the employee works the work day before and after the holiday. For holidays that fall on a Friday or Monday day, the day before and after can be the corresponding Monday or Friday. Holidays that fall on a Saturday or Sunday are not paid.

### **Health Insurance**

1TIME GC LLC does not currently offer Health Insurance.

### **Jury Duty**

As an employer of ten or fewer employees, 1TIME GC LLC withholds full wage of an employee absent from work on account of jury service. This policy will be revised if/when the company employees more than ten employees.

If/when the company employees more than 10 employees, the company will pay to an employee serving on jury duty the first \$40.00 of that employee's daily wage for the first three days of jury service.

Employee must provide tangible proof of jury service.

### **Voting Leave**

In accordance with Section 3-110 of the New York State Election Law, employees are eligible for up to two paid time off to vote if they do not have "sufficient time to vote."



Sufficient time to vote is considered, by State Election Law, four consecutive hours to vote either from the opening of the polls to the beginning of their work shift, or four consecutive hours to vote between the end of the working shift and the closing of the polls.

Employees must notify the appropriate individual 2 days prior to taking paid time off to vote, but not more than 10 days prior.

## **Military Leave**

Upon return of an employee who took military leave, the employee will be reinstated to the same or equivalent position they left given the employee provides a certification of completion, is still qualified for the job and applies for re-employment within the 90 days of release from active military duty or 10 days of release from temporary service or 60 days of release from full time or active-duty training. The position offered to returning employee will be same or like the position left, the employee will have comparable seniority, benefits, pay, and status unless the companies circumstances make this impossible or unreasonable. The employee will not be discharged without cause for one year after reinstatement.

Spouses of military personnel will receive 10 days of unpaid leave to use while the active member of the military is on leave.

## **Family Medical Leave Act Leave**

1TIME GC LLC offers leave consistent with the requirements of the federal Family and Medical Leave Act (FMLA). Under the FMLA, an employee may be eligible for an unpaid family and medical leave of absence under certain circumstances, if the employee works within a seventy-five (75) mile radius of fifty (50) or more Company employees.

Under the federal FMLA, a person who has worked as an employee of this company for at least 1,250 hours for twelve months is eligible for FMLA leave. Up to twelve weeks of unpaid leave per year are available for the following reasons:

The birth of a child and to care for the newborn child;  
Placement of a child into adoptive or foster care with the employee;  
Care for a spouse, son, daughter, or parent who has a serious health condition; or  
Care for the employee's own serious health condition.  
To care for a spouse, son, daughter, parent, or next of kin (defined as the nearest blood relative) who is a "covered servicemember" and who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of member's

office, grade, rank or rating.

If the need for leave is foreseeable, employees should notify a supervisor 30 days prior to taking FMLA leave. If the need for FMLA leave arises unexpectedly, employees should notify a supervisor as soon as practicable, giving as much notice to the Company as possible.

Employees may be required to provide: medical certifications supporting the need for leave if the leave is due to a serious health condition of the employee or employee's family member; periodic recertification of the serious health condition; and periodic reports during the leave regarding the employee's status and intent to return to work. Employees must return to work immediately after the serious health condition ceases, and employees who have taken leave because of their own serious health condition must submit a fitness-for-duty certification before being allowed to return to work.

Leave may be taken on an intermittent or reduced schedule to care for an illness; yet, may not be taken intermittently for the care of a newborn or newly adopted child. When leave is taken intermittently, the Company may transfer the employee to another position with equivalent pay and benefits, which is better suited to periods of absence.

Subject to certain conditions, the employee or the Company may choose to use accrued paid leave (such as sick leave or vacation leave) concurrent with FMLA leave.

1TIME GC LLC will maintain group health insurance coverage for an employee on family and medical leave on the same terms as if the employee had continued work. If applicable, arrangements will be made for the employee to pay their share of health insurance premiums while on leave. The Company may recover premiums paid to maintain health coverage for an employee who fails to return to work from family and medical leave.

If an employee would like the Company to maintain other paid benefits during the period of leave, premiums and charges which are partially or wholly paid by the employee must continue to be paid by the employee during the leave time.

Family and medical leave will not result in the loss of any employment benefit accrued prior to the date on which the leave commenced. However, an employee on family and medical leave does not continue to accrue benefits (e.g., sick leave or vacation leave) during the period of family and medical leave. Questions regarding particular benefits should be directed to James Cutroni.

Upon returning from FMLA leave, an employee will be restored to their original job or an equivalent job with equivalent benefits, pay, seniority, and other employment terms and conditions as provided by the Family and Medical Leave Act.

Taking another job while on family or medical leave or any other authorized leave may lead to disciplinary action, up to and including discharge.

## **Workers' Compensation**

As required by law, the Company provides workers' compensation benefits for the protection of employees with work-related injuries or illnesses. Workers' compensation insurance provides coverage to employees who receive job-related injuries or illnesses. If an employee is injured or becomes ill as a result of their job, it is the employee's responsibility to immediately notify a supervisor of their injury in order to receive benefits. Report every injury or illness to a supervisor, regardless of severity.

Additional information regarding workers' compensation is available from James Cutroni.

## **Section 4 - On the Job Practices and Policies**

### **Employment Records**

*Included with Comprehensive Handbook*

### **Pay Day**

All employees of the Company are paid weekly. The employer takes all reasonable steps to assure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

By law, the Company is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Your payroll stub will also differentiate between regular pay received and overtime pay received. If you believe there is an error in your pay, bring the matter to the attention of James Cutroni immediately so the Company can resolve the issue as quickly as possible.

### **Overtime**

Overtime occurs when an employee works over 40 hours during a single pay week. Overtime pay is time and half of the employees hourly pay rate. Employees must notify an employer before they occur overtime.

### **Timekeeping**

Reporting time worked is the responsibility of every nonexempt employee. 1TIME GC LLC must keep an accurate recording of time worked to determine employee pay and benefits. Time worked includes all the time an employee is required to be performing duties for the company. Time worked is used to determine overtime pay required for

nonexempt employees.

The following provisions are included as time worked:

- **Work away from premises or at home.** If approved, work performed off the premises or job site or at home by a nonexempt employee will be counted as time worked. A nonexempt employee will not be permitted to perform work away from the premises, job site or at home unless approved in advance in writing by the department director.
- **Break time.** Rest periods of 15 minutes or less are counted as time worked.

Per the Fair Labor Standards Act (FLSA), [Company Name] does not count the following provisions as time worked:

- **Paid leave.** Approved paid absences, including sick leave, vacation leave, holiday leave, Family and Medical Leave Act (FMLA) leave, military leave, jury and witness duty, funeral/bereavement leave, and voting time off are not counted as time worked.
- **Lunch or dinner periods.** Uninterrupted time off for lunch or dinner is not counted as time worked.

Work performed outside of authorized work hours may lead to disciplinary action unless approved by a supervisor in writing.

Employees will be provided meal and rest periods as required by law.

## **Time Keeping**

It is the employee's responsibility to accurately report time worked and to conform to work schedules and overtime policies in effect at the time. Nonexempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any split shift or departure from work for personal reasons.

It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. The timekeeper for the department will review and then initial the time record before submitting it for payroll processing. In the event of an error in reporting time, employees must immediately report the problem to the department timekeeper.

## **Enforcement**

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

## **Working Schedule**

Employees are provided with a work week schedule on the Friday prior to the next work week. Schedules are subject to change, alterations, and additions.

## **Direct Deposit**

1TIME GC LLC mandates employees have their pay directly deposited into their bank accounts via direct deposit. Employees will be able to access an itemized statement of wages when 1TIME GC LLC makes direct deposits.

## **Lactation Breaks**

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break time for an employee to express breast milk. If possible, the break time must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

1TIME GC LLC will provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public for the employee's use. The Company may not be able to provide additional break time if doing so would seriously disrupt the Company's operations, subject to applicable law.

Please advise James Cutroni if you need break time and an area for this purpose.

## **Section 5 - Standards of Conduct**

### **Non-Harassment Policy / Non-Discrimination Policy**

1TIME GC LLC believes that each of us should be able to work in an environment free of discrimination and harassment. To this end, the Company prohibits and will not tolerate discrimination or harassment. This policy applies equally to any form of discrimination or harassment based on any legally protected status under local, state and/or federal law, including but not limited to sex, race, color, religion, disability, pregnancy, national origin, age, sexual orientation, or gender identity.

Harassment is verbal or physical conduct designed to threaten, intimidate or coerce. It includes verbal taunting (including racial and ethnic slurs) which impairs an employee's ability to perform their job. Harassment includes:

Verbal conduct such as threats, epithets, derogatory comments, or slurs;  
Visual conduct such as derogatory posters, photographs, cartoons, drawings, or gestures;  
Physical conduct such as assault, unwanted touching, or blocking normal

movement.

If you feel that you have been subjected to conduct which violates this policy, you should immediately report the matter to your Supervisor. If you are unable for any reason to contact this person, or if you have not received a satisfactory response, please contact the next level manager or James Cutroni.

## **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 (a) submission to or rejection of such advances, requests, or conduct is made explicitly or implicitly a term or condition of employment or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, humiliating, or sexually offensive work environment. Examples of sexual harassment can include but are not limited to asking for sexual favors in exchange for work benefits; the posting of sexually graphic materials; jokes; stories; comments or innuendoes of a sexual nature; making sexual gestures or expressions; unwanted touching of a person’s clothing or hair; whistling or “catcalls”; staring at someone; or blocking or impeding a person’s path. It is the responsibility of the employee who is subjected to harassment or who witnesses a case of unlawful harassment to report such incident directly to their Supervisor or, if that is not appropriate, to James Cutroni.

### **Reporting:**

Any employee who feels that they have been harassed or discriminated against, or has witnessed or become aware of discrimination or harassment in violation of these policies, should bring the matter to the immediate attention of their supervisor or James Cutroni. 1TIME GC LLC will promptly investigate all allegations of discrimination and harassment, and take action as appropriate based on the outcome of the investigation. An investigation and its results will be treated as confidential to the extent feasible, and the Company will take appropriate action based on the outcome of the investigation.

There will be no reprisal or retaliation against anyone who reports such an incident as it is unlawful to retaliate against anyone for filing a complaint or for cooperating in an investigation of a harassment complaint. However, no disciplinary action will be taken without a thorough investigation of the facts which shall include gathering statements from all parties and witnesses involved.

## **Sexual Harassment Training**

Sexual Harassment Prevention Trainings will occur yearly starting directly after a new staff members hire. Sexual Harassment training, policy, and complain form can be found at [www.1time.org](http://www.1time.org). and submitted anonymously via the website, or via email, or in person to James Cutroni or active site manager.

## **Responsibilities**

Employees, contractors, and temporary workers are responsible for complying with this policy by reporting all instances of alleged harassment and cooperating in any investigation of the alleged harassment.

Supervisors and managers are responsible for implementing this policy in their departments, keeping the workplace free from any form of harassment, ensuring that all associates, contractors, and temporary workers understand this policy, taking complaints about harassment seriously, and notifying Human Resources immediately about any complaints of sexual or other forms of harassment.

### **Workplace Violence**

It is 1TIME GC LLC's policy that any threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee will not be tolerated. Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment.

Employees have a duty to warn their supervisors, security personnel, or human resources representatives of any suspicious behavior, situations, or incidents that they observe or that they are aware of that involve other employees, former employees, customers, suppliers, visitors, or other parties. These situations include, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, or similar behavior. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The Company will not permit any form of retaliation against any employee for filing a report under this policy.

1TIME GC LLC will promptly and thoroughly investigate all reports of threats of violence or incidents of actual violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as possible. In order to maintain workplace safety and the integrity of its investigation, the Company may suspend employees suspected of workplace violence or threats of violence, either with or without pay, pending investigation.

Anyone found to be responsible for threats of or actual violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

### **Employee Conduct and Work Rules**

The reputation of 1TIME GC LLC is based on its honesty, fairness, and business integrity which is vital to its success and therefore is of paramount concern. The very nature of its customer relationship, and the confidential and private information provided during business places a special responsibility on each employee. The accountability for the manner in which employees conduct business extends equally to all employees.

1TIME GC LLC expects its management, supervisory staff and general staff to be free of influential interests and activities that may serve as prevention from acting in the Company's best interest. It is incumbent on all employees to conduct their business and personal activities in a matter that does not adversely reflect upon the reputation of the Company. Compliance can be achieved only when business conduct conforms to the highest standards of ethical and lawful behavior. While conducting Company business, no bribes, kickbacks or similar improper payments or considerations are to be accepted from, given, or offered to any individual or organization.

### **Punctuality and Attendance**

Scheduled hours may vary depending on work location and job responsibilities. Supervisors will provide employees with their work schedules. Should an employee have any questions regarding their work schedule, the employee should contact the supervisor. The Company does not tolerate absenteeism without excuse. Employees who will be late to or absent from work should notify a supervisor in advance, or as soon as practicable in the event of an emergency. Employees who need to leave early, for illness or otherwise, should inform a supervisor before departure. Unauthorized departures may result in disciplinary action.

Employees are expected to arrive on time and ready for work. An employee who arrives after their scheduled arrival time is considered tardy. The Company recognizes that situations arise which hinder punctuality; regardless, excessive tardiness is prohibited and may be subject to disciplinary action.

Failure to report to work and not calling to report the absence is a no call/no show and is a serious matter. Any unreported absences are considered job abandonment and will be considered a voluntary resignation of your employment.

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

The Company reserves the right to require reasonable proof of illness or temporary disability. Excessive absences or tardiness will result in disciplinary action up to and including termination.

### **Personal and Company Owned Communication Devices**

The purpose of this policy is to define standards, procedures, and restrictions for end-users who have legitimate business uses for connecting a personally-owned mobile device to the Company's corporate network. This mobile device policy applies, but is not



limited, to all devices and accompanying media that fit the following classifications:

- Smartphones
- Other mobile/cellular phones
- Tablet computers
- Portable media devices
- PDAs
- Portable gaming devices
- Laptop/notebook computers
- Any mobile device capable of storing corporate data and connecting to a network

The policy applies to any hardware and related software that is not corporately owned or supplied but could be used to access corporate resources. That is, devices that employees have purchased for personal use but also wish to use in the business environment. The overriding goal of this policy is to protect the integrity of the confidential client and business data that resides within the Company's technology infrastructure. This policy intends to prevent this data from being deliberately or inadvertently stored insecurely on a mobile device or carried over an insecure network where it could potentially be accessed by unsanctioned resources. A breach of this type could result in loss of information, damage to critical applications, loss of revenue, and damage to the Company's public image. Therefore, all users employing a mobile device connected to The Company's corporate network, and/or capable of backing up, storing, or otherwise accessing corporate data of any type, must adhere to Company-defined processes for doing so. For approval and further information, contact your supervisor.

Company-Provided Portable Communication Devices (PCDs), including cell phones, tablets, and computers, should be used primarily for business purposes. Employees have no reasonable expectation of privacy regarding the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary. Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the Company's networks and the PCD must be provided for inspection and review upon request. When sending a text message or using a PCD for business purposes, whether it is a Company-provided or personal device, employees must comply with applicable Company guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles.

### **Personal Visitors and Telephone Calls**

Disruptions during working time can lead to errors, delays and/or unsafe working conditions. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time. For safety and security reasons, employees are prohibited from having personal guests visit or

accompany them on job sites. The Company requests that employees not receive personal calls while on duty. If urgent, please keep personal calls to a minimum and conversations brief.

## **Inspections**

1TIME GC LLC wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, 1TIME GC LLC prohibits the control, possession, transfer, sale, or use of such materials on its premises and may require employees while on Company or client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or client property, and work areas including vehicles, desks, cabinets, work stations, packages, handbags, briefcases, and other personal possessions or places of concealment, as well as personal email sent to the Company or its clients. The cooperation of all employees is required to successfully administer this policy. Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of the employer. Accordingly, any authorized agent or representative of the employer can inspect them, as well as any articles found within them, at any time, either with or without prior notice. Employees are expected to cooperate in the conduct of any search or inspection.

## **Smoking**

The Company is in compliance with the Clean Air Act.

## **Confidential Company Information**

It is the policy of the Company to maintain strict control over the entrance to company premises, access to work locations and records, computer information, client information, or other confidential business or financial information.

Employees whose responsibility include confidential records, access to keys, material, trade secrets, equipment or other Company assets should use sound judgment and discretion. Employees will be accountable in carrying out their duties and for any acts of indiscretion.

Sensitive and confidential information about the Company, its clients, or employees must not be provided to anyone. Those who are preauthorized and have a need to know may receive such information only with the appropriate management approval.

All telephone calls regarding a current or former employee's position/compensation with our Company must be forwarded to a Human Resources Representative.

The Company's address shall not be used for the receipt of personal mail.

When in doubt as to whether information is or is not confidential, contact a member of management or the Human Resources Department. This basic policy is intended to

avoid the danger of any mishandling of confidential information, both inside and outside the Company.

### **No Solicitation / No Distribution**

1TIME GC LLC works hard to maintain a pleasant and cooperative relationship with employees in all matters. However, no business relationship can operate efficiently if there are frequent work interruptions. As such, employees may not solicit for any cause, or distribute literature of any kind (for themselves or another employee) for any purpose during working time.

Non-employees are not permitted to solicit employees or distribute materials for any purpose on Company property at any time.

### **Conflict of Interest and Business Ethics**

All active employees must notify the Company before they take outside employment so that the Company will have reasonable notice to make a determination as to whether it sees, at that time, any conflict of interest. An employee may hold a job with another organization as long as they satisfactorily perform their job responsibilities with the Company including scheduling requirements and that the position is approved in advance. Employees should consider the impact that outside employment may have on their health and physical endurance and safety. All employees will be judged by the same performance standards and will be subject to the employer's scheduling demands, regardless of any existing outside work requirements. The Company retains the right to prohibit second jobs if it considers them to be a safety exposure or if it interferes with current job responsibilities.

The purpose of this policy is to ensure that the Company's reputation is not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Company.

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. Employees can seek further clarification on issues related to the subject of acceptable standards of operation. Situations that would constitute a conflict in most cases include but are not limited to:

Transactions with outside firms that are not conducted within a framework established or controlled by the executive level of the organization.

Bribes, bonuses, fringe benefits, unusual price breaks, or excess volumes designed to benefit another Company, an employee, relative, or acquaintance.

Holding an interest in, or being employed by, any Company that competes with 1TIME GC LLC.

No "presumption of guilt" is created by the mere existence of a relationship with outside personnel. However, if an employee has any influence on transactions involving

purchases, contracts, or leases, it is imperative that they disclose to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above. This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value. It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Company.

### **Equipment and Property Including Intellectual Property**

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

Equipment essential in accomplishing job duties is often expensive and difficult to replace. Improper or unsafe use of equipment can result in discipline, up to and including discharge. Employees are expected to follow safety standards and guidelines and to follow all operating instructions. Employees must notify a Supervisor if equipment, machines, or Company property appears to be damaged or in need of repair.

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

### **Health and Safety**

Safety can only be achieved through teamwork. Each employee, supervisor and manager must practice safety awareness by thinking proactively, anticipating unsafe situations and reporting or correcting unsafe conditions immediately.

Please observe the following precautions:

- a) Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
- b) Use, adjust and repair machines and equipment only if you are trained and qualified.
- c) Get help when lifting or pushing heavy objects.
- d) Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, ask your supervisor.
- e) Know the locations, contents and proper use of first aid and firefighting equipment.
- f) The possession, use or sale of alcoholic beverages or illegal substances on the Company's work premises, work sites and/or Company property or vehicles is strictly forbidden.
- g) A violation of a safety precaution is in itself an unsafe act.

A violation may lead to disciplinary action, up to and, including discharge.

### **Hiring Relatives**

It is well accepted that the employment of relatives and personal friends in the same area of an organization can cause serious conflicts and problems. In these circumstances, all parties, including supervisors, leave themselves open to charges of inequitable consideration in decisions.

1TIME GC LLC's policy is that relatives or friends or individuals who live with but are not legally related to persons currently employed by the Company may be hired only if they will not be working directly for or supervising a relative or personal friend or will not be working directly above the relative's immediate superior or directly for the relative's immediate subordinate. If already employed, they cannot be transferred into such a reporting relationship. If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred if there is a position opening that the individual is qualified to satisfy. If that decision is not made within 30 days, management will decide. This policy takes effect as of the date this manual was originally distributed.

### **Employee Relationships**

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, 1TIME GC LLC may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists. In other cases, the parties may be separated by reassignment or terminated from employment, at the discretion of the Company. Accordingly, all parties to any type of intimate personal relationship must inform management.

### **Business Expense Reimbursement**

Employees may be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by your Supervisor prior to or within reasonable time of purchase. Receipts of purchased materials must be provided in order to receive reimbursement.

### **References**

1TIME GC LLC will respond to reference requests through Human Resources.

### **Recording Device Policy**

*This policy does not apply to those whose position is related to Marketing or Advertising the Company*

Due to the potential for issues such as invasion of privacy, sexual harassment, and loss

of productivity, no employee may use a camera phone function on any phone on Company property or while performing work. The use of recorders or other types of voice recording devices anywhere on Company property, including to record conversations or activities of other employees or management, or while performing work for 1TIME GC LLC, is also strictly prohibited unless the device was provided to you by 1TIME GC LLC and is used solely for legitimate business purposes.

## **Social Media Policy**

Information published on any social networking site should not reveal any information designated by 1TIME GC LLC as confidential and must not disclose any trade secret, such as client information or marketing efforts. This also applies to comments posted on other blogs, forums, and social networking sites. The Company respects the right of any employee to maintain a blog, web page, or to participate in a social networking site. All rules regarding confidential and proprietary business information apply in full to blogs, web pages, social networking, Twitter, and similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, social networking, Twitter, or similar site. Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter, or similar site.

You should not post content about the Company, management, co-workers, or customers that is discriminatory, libelous, or threatening or a violation of the Company's policies against discrimination on account of race, age, religion, sex, ethnicity, nationality disability, or other protected class, status or characteristic. 1TIME GC LLC encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Published information should not reveal confidential information, nor may it disclose any trade secret. 1TIME GC LLC logos and trademarks may not be used without the written consent of an officer of 1TIME GC LLC.

## **Photo, Video and Social Media Release**

Employees should understand that marketing and advertising our Company is a key to the company's growth and success. Periodically an employee will enter the work site with the sole purpose of gathering marketing materials for social media, web pages, blogs, ext. Employees understand that during these times their photo may be taken, or the person videoed with the purpose of sharing it online. By being an employee of 1TIME GC LLC you are consenting to the sharing of your image and understand that no compensation will be provided for photo/videos you or your work are featured in.

If you have a specific reason to object to the authorization of your photo/video being shared, please speak to your site manager promptly.

## **Employee Dress Policy**

Employees are expected to dress in a manner appropriate to their work environment and exercise good hygiene. Appropriate safety attire and dress are required at all times, including the proper personal protective equipment. When a situation arises regarding the appropriateness of attire, the manager or supervisor will be responsible to counsel the employee using best judgment as to the determining factor. Employees dressed inappropriately or who exercise poor hygiene may be prevented from working until they are well-groomed or wearing proper attire.

Footwear is extremely important to maintaining a safe work environment on job sites. Employees should always wear closed toed shoes. Specific footwear may be necessary in different situations. Ask your supervisor if you are unsure of the appropriate footwear.

## **Tool Box**

After the probationary 90-day period, employees will be provided a tool box of essential tools. Tool boxes are color coded and assigned to specific employees. Employees are held accountable for each tool's maintenance, care, and organization. Tool Box Checks will occur monthly to ensure materials are accounted for and held in correct condition. Tools that are lost, unaccounted for, or have unnecessary damage will be replaced by the tool box assignee. This does not include typical ware and tare. Employer will provide employee with proof of cost. Employee must reimburse employer the full amount of a new replacement. Employee has from discovery to two days following pay day to furnish employer with reimbursement.

The tool box will include, but is not limited to:

- Rigid Pro Gear Tool Box
- Flat Razor Scrapper
- Mud Bucket
- 6 in 1 Scrapper
- Eastwing Pry Bar
- 6" Speed Square
- Dewalt 25' Tape Measure
- Dewalt Utility Knife
- Crescent Hammer
- Dewalt Maxfit Bit Kit
- Husky Ratcheting Screw Driver
- Dewalt Chalk Line

**I have received my copy of the Employee Handbook.**

The employee handbook describes important information about 1TIME GC LLC, and I understand that I should consult the President or Human Resources regarding any questions not answered in the handbook. I have entered my employment relationship with 1TIME GC LLC voluntarily and acknowledge that there is no specified length of employment. **Accordingly, either I or 1TIME GC LLC can terminate the relationship at will, with or without cause, at any time, so long as there is not violation of applicable federal or state law.**

I understand and agree that, other than the President of 1TIME GC LLC or designated representative of the company, no manager, supervisor, or representative of 1TIME GC LLC has any authority to enter into any agreement for employment other than at-will; only the President of the company has the authority to make any such agreement and then only in writing signed by the President of 1TIME GC LLC.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of your employment with 1TIME GC LLC. By distributing this handbook, the Company expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I understand that, except for employment at-will status, any and all policies and practices may be changed at any time by 1TIME GC LLC, and the company reserves the right to change my hours, wages and working conditions at any time. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the President of 1TIME GC LLC has the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in the Employee Handbook creates, or is intended to create, a promise or representation of continued employment and that employment at 1TIME GC LLC is employment at-will, which may be terminated at the will of either 1TIME GC LLC or myself. Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document.** I understand and agree that employment and compensation may be terminated with or without cause and with or without notice at any time by 1TIME GC LLC or myself.

I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Date