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# Team Member

# HANDBOOK

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## 1.0 TO ALL TEAM MEMBERS

About the Company: Car Wash Enterprises, Inc. (the “Company”) has been in business since 1957. Its former and current team members have worked hard to establish Brown Bear as the premier brand in the commercial car washing industry in the state of Washington. The same holds true for our c-store and gasoline brands as well. Accordingly, team members are required to conduct themselves at all times in a manner that protects the reputation of the Company and Brown Bear Car Wash. The highest degree of professionalism and customer service is expected of you. From time to time, you will see and hear the terms employees or team members, which may refer to the same individuals, we prefer to use team members. It goes to our belief that our supervisors and managers are coaches. It helps to build on our philosophy that we will all show initiative and look for ways to be productive team members.

Purpose of the Handbook: The purpose of this Team Member Handbook (the “Handbook”) is to bring together in a convenient place a summary of most of the policies and procedures that affect team members. Team members should read this Handbook and remain familiar with its contents.

## 2.0 INTRODUCTION

This Handbook is a summary of the Company’s employment policies and procedures. It revokes and supersedes any prior summaries or statements of employment policies and procedures. It is the primary document that describes the Company’s policies and procedures.

The Company expects to revise and update this Handbook from time to time. The Company will advise team members of changes or additions or deletions in policies and procedures covered in this Handbook by circulating such changes or additions or deletions in writing. The Company may also, in its discretion make exceptions to its policies and procedures, without issuing revised Handbooks or policies.

This Handbook is not the team member’s only source of information on employment-related issues. Although this Handbook will be the best place to begin looking for answers to employment-related questions, team members may from time to time have questions that the Handbook does not answer. In those situations, team members should promptly contact their supervisor, manager, next level manager, or Human Resources Department.

This Handbook is **not a contract of employment**, nor does it promise specific treatment in any specific situation. As explained in the Handbook, all employment with the Company is “**at-will**” which means that the Company or a team member may terminate the employment relationship at any time, with or without cause, and with or without notice.

### 2.1 Arbitration Agreement

As a condition of your at-will employment, you are required to enter into an **Arbitration Agreement**. This Arbitration Agreement is a separate document from this Handbook. Two copies must be signed at the start of employment. The copy marked as “**Company Copy**” will be retained at the Corporate Office. You should retain the copy marked as “**Team Member Copy**” for your records.

If this Handbook is updated without changes to the Arbitration Agreement, current team members who previously signed the Arbitration Agreement do not need to re-sign the same agreement, as their previously signed Agreement will remain in effect.

## 3.0 EMPLOYMENT STATUS

### 3.1 At-Will Employment

As previously stated, employment with the Company is “at-will.” “At-will” means that either the Company or the team member may terminate the employment relationship at any time, with or without cause, with or without notice. In addition, team members may be demoted, their job duties may be changed, or their benefits altered at any time, with or without cause, and with or without notice. No one in the Company, except our General Counsel, has the authority to enter into any agreement for employment for a specified period of time, or to make any other representations or agreements that are inconsistent with the at-will status, and such agreements must be in writing.

### 3.2 Classifications of Team Members

Wage rates, benefits, and job duties are affected, in part, by the team member’s classification. The following are the most common team member classifications used by the Company:

- (1) **Non-exempt Team Member:** An hourly or salaried team member who is eligible for overtime pay for all hours actually worked in excess of forty (40) hours in a week in accordance with applicable federal and state wage and hour laws.
- (2) **Exempt Team Member:** A team member who is paid on a salaried basis and whose duties otherwise meet the criteria for exclusion from the minimum wage and overtime provisions of the federal and state wage and hour laws. Examples of exempt jobs include executive, administrative, or professional team members. An exempt team member is not eligible to receive overtime pay.
- (3) All site level team members hired to work 30 or more hours upon hire will be classified as full-time. All others upon hire will be classified as part-time, although the team member may work more than 30 to 40 hours per week. Once a part-time team member has completed six months of service with an average of 30 hours work per week, within the ACA measurement period, they will be classified as full-time and eligible for benefits.

### 3.3 Transfers and Promotions

Team members being considered for transfer between sites or corporate departments must be reviewed and approved by the second level supervisor and Human Resources.

### 3.4 Reinstatement/Rehire Procedure

- (1) When employment position openings occur, the Company will consider applicants who are former team members, who have performed satisfactorily, and who have terminated their employment under favorable circumstances. Each application will be considered on its own merits after a review of the applicant’s record, the type of position available, and other relevant factors.
- (2) Before pursuing the recruitment and selection process with a former team member, the individual considering the reinstatement/rehire must contact their immediate supervisor to discuss the potential reinstatement/rehire and have the Human

Resources Department check the former team member's file. Former team members who were terminated involuntarily will not be considered for reinstatement or rehire.

- (3) If the former team member is reinstated prior to 90 days since previous termination, the team member still must complete online onboarding and any other documents, which may be required. Previously eligible team members may recover and be eligible for all previous benefits. If previously enrolled in medical, dental and vision or 401(k), reenrollment will depend upon each benefit guideline and new forms or online enrollment may be required. Training documents will remain valid.

A former team member rehired after ninety (90) days will start over with a new hire date and be eligible for only those benefits required by federal, state and local law. If rehired within a year of termination, the rehire will need to complete online onboarding. No training documents will need to be completed. After one year from the termination date, all training and forms will need to be completed, with the exception of Underground Storage Tank training, if the certificate is still on file. If the previous Washington State Food Worker Card has expired, it will need to be updated. Any questions regarding the above team member classifications should be directed to the team member's supervisor, manager, next level manager or the Human Resources Department.

### **3.5 Personnel Records and Information**

- (1) **Treatment of Information:** Personnel records, including medical information about a team member, are generally confidential. This means that access is limited to those whom the Company determines have a need to know the information. Under some circumstances, the Company may be required to provide personnel information or records under federal or state law, or in response to a court order. The Company also reserves its right to cooperate with law enforcement and voluntarily share information from personnel records.
- (2) **Review of Information:** Team Members may review their personnel records at a mutually convenient time during business hours and may add additional items to the file. Any concerns regarding the completeness or accuracy of the information contained in the personnel file should be discussed with a supervisor, manager, or **Human Resources Department.**
- (3) **References:** The Company also reserves the right to provide references regarding former team members. Generally, such references include verification of dates of employment and job title and duties. More information may be shared in the Company's discretion. All requests for references should be directed to the Corporate Office.
- (4) **Changes:** Team Members are responsible to update their information on the Payroll and Human Resources Information System or notify their supervisor or manager of any personal changes, including but not limited to addresses, telephone numbers, email address, number of dependents, change in marital status, or other personal information so that the Company may keep personnel records accurate and up-to-date and so that the Company can communicate with team members as needed.

## 4.0 CONDUCT AND PERFORMANCE

### 4.1 General Guidelines

Violation of the following may be grounds for discipline, *up to and including termination*:

- (1) Discourtesy towards co-workers, customers, or suppliers;
- (2) Failure to follow Company policies, safety rules, or procedures;
- (3) Discrimination or harassment towards co-workers, customers, or others with whom the Company does business;
- (4) Abuse of discount privileges;
- (5) Failure or refusal to carry out reasonable job assignments and management requests, which may be classified as insubordination.
- (6) Unauthorized release of confidential Company information (as defined in Section 23 below);
- (7) Use of profane or abusive language while on Company premises;
- (8) Falsification of any documentation, personnel, or other Company records;
- (9) Removal of Company property without permission;
- (10) Unauthorized taking of Company funds, property, or unauthorized charges against the Company's accounts;
- (11) Theft;
- (12) Dishonesty;
- (13) Failure to show up for scheduled shifts/work without proper notification;
- (14) Errors in handling money, credit card transactions, or forms which result in monetary loss(es) to the Company;
- (15) Violation of the drug/alcohol policy;
- (16) Inefficient, negligent, or unsatisfactory performance of duties or responsibilities;
- (17) Excessive absenteeism or tardiness;
- (18) Sale of alcohol products to anyone under twenty-one (21) years of age;
- (19) Sale of tobacco products to anyone under twenty-one (21) years of age;
- (20) Carelessness or negligence in the performance of duties or in the care and use of Company property;
- (21) Conviction of a felony offense or other offense that reflects upon the team member's ability to perform their job duties during the course of employment with the Company;
- (22) Involvement in a physical altercation while on duty;
- (23) Using portable headphones, earphones, earbuds, or other listening devices (except for hearing aids) while working at a store or car wash; or
- (24) Misconduct of any kind.

**These examples are intended as illustrations only, and do not constitute an inclusive or exhaustive list; other behaviors may also be grounds for discipline or termination, at the Company's discretion. The Company is not required to discipline a team member prior to termination.**

### 4.2 Courtesy and Conduct

**Team Members must conduct themselves in a courteous and professional manner at all times.** By way of example, any unprofessional behavior in the workplace, such as swearing, sexually related conversations, making dirty jokes, or inappropriate touching (i.e., kissing, hugging, massaging, sitting on laps), racial or ethnic slurs, and any other behavior of an unprofessional nature is prohibited. Please refer to Section 17 for additional information.



The following Customer Service standards apply to team members working at the Brown Bear car washes or convenience stores:

- (1) Every customer is to receive a warm and friendly greeting, which includes a wave at the guide-on area;
- (2) Every customer is to be provided with a receipt upon completion of a sales transaction;
- (3) Every customer is to receive a friendly farewell (e.g., "thank you," "a wave after the vehicle is in position," "have a good day," and the like);
- (4) In the event a customer becomes angry or upset, the team member assisting the customer is to speak to the customer in a courteous and polite manner;
- (5) Team members are not to lean on buildings;
- (6) On-duty team members should hold themselves in readiness to serve customers;
- (7) Off-duty team members may not access the interior of the Company's facilities or other working areas at the car wash sites on days they are not working; they should arrive on work days no more than 10 to 15 minutes before their work day and depart within 10 to 15 minutes after their work day; pre or post shift, off-duty team members are requested to use designated break area(s) until their shift begins or after it ends, and should not congregate or socialize with on-duty team members who are working;
- (8) Breaks and meals are to be taken in designated break areas when team members choose to remain on the premises during meal periods;
- (9) Those team members at sites serving customers are prohibited from chewing gum;
- (10) Personal use of radios, televisions, smartphones, and the like is prohibited, except while on break in designated areas, and only then in a manner that does not offend, harass, disrupt, or bother coworkers;
- (11) Personal reading materials may only be used or shared in designated break areas;
- (12) Whether on or off duty, team members are not to meet or socialize with friends, family members or other nonteam members within the interior of the Company's facilities or other working areas at the sites;
- (13) Tip jars and the solicitation of tips are prohibited. Providing good customer service is the priority. Generally we encourage team members to decline if a tips are offered. Site Managers and Assistant Managers must not organize or disperse tips amongst other team members.
- (14) Making or receiving personal phone calls, emails, texting, or other electronic communications (except while on breaks or meal period) is prohibited; and
- (15) Personal use of the site telephone is restricted to emergencies and arranging transportation home from work.

### 4.3 Workplace Violence

The Company endeavors to provide a safe workplace for all team members. **We do not tolerate any type of workplace violence committed by or against team members.** Team members are prohibited from making threats or engaging in violent activities of any kind whatsoever. The following behaviors, while not an exhaustive list, provide examples of conduct that is prohibited.

- Causing physical injury to another person;
- Making threatening, belligerent, or intimidating remarks;
- Demonstrating aggressive or hostile behavior that creates a reasonable fear of injury or subjects another individual to emotional distress;
- Intentionally damaging Company property or property of another team member;
- Possession of a weapon on Company property or while on Company business; or
- Committing acts motivated by, or related to, unlawful harassment or domestic violence.

Any potentially dangerous situation must be reported immediately to a supervisor or to the Corporate Office. Reports or incidents warranting confidentiality will be handled appropriately. Generally, this means that information is shared with others on a need-to-know basis.

While the Company does not expect team members to be skilled at identifying potentially dangerous persons, team members are expected to exercise good judgment and to inform the Corporate Office of coworker behavior that could cause concerns. Examples include:

- Discussing weapons or bringing them into the workplace;
- Displaying overt signs of extreme stress, resentment, hostility, or anger;
- Making threatening remarks;
- Showing sudden or significant deterioration of performance; or
- Displaying irrational or inappropriate behavior.

Team members who have concerns about domestic violence are urged to contact the Corporate Office so that the Company can work with such team members to evaluate risks and minimize such concerns in the workplace.

Team members who encounter a threatening person should not attempt to challenge or disarm that individual. If a supervisor can be safely notified of the need for assistance without endangering the safety of the team member or others, such notice should be given. **If warranted, call 911.**

Any team member determined to have engaged in workplace violence will be subject to disciplinary action, up to and including termination.

## **5.0 ALCOHOL/DRUG USE**

Use of alcohol or drugs is a serious threat to personal health, workplace safety, and job performance. While on the job, team members are strictly prohibited from possessing, selling, consuming, or being under any influence of alcohol, marijuana, illegal drugs or legal or prescription drugs that are not used in a manner consistent with accepted frequency or dosage requirements or in any other manner that may affect the team member's work performance or the Company's interests or reputation.

**Prescribed Medications:** Any team member who is taking a prescription medication should determine from their physician or pharmacist whether the prescription drug could impair their ability to perform the job safely and effectively. If the team member's performance may be so impaired, they should advise Human Resources and their supervisor so that reasonable accommodations can be considered. Human Resources can be reached at 206-274-2616 or 206-297-5201.

- (1) **Referrals to Community Resources:** Any team member experiencing difficulties with drugs or alcohol is encouraged to obtain help before drug or alcohol use affects their work performance. The Human Resources Director can provide referrals to helpful community resources. Please remember that team members violating this Alcohol/Drug Use policy are subject to discipline, up to and including termination. Consequently, team members are encouraged to utilize community resources before their performance or conduct is affected at work.
- (2) **Testing:** To ensure compliance with this policy, the Company may require drug and alcohol testing at its discretion. This includes: post-offer/pre-employment drug tests for certain classification of team members; testing based upon reasonable suspicion; random testing; post-accident testing in certain circumstances; or testing under any other circumstances where the Company believes a team member may be violating this policy. A Company representative may accompany the team member to the testing facility. Testing may be required without notice to the team member. Testing

is conducted by qualified laboratories. Confirmation tests may be utilized, either at the Company's discretion, or when samples remain available, at a team member's expense. Test results are handled as confidential medical records and provided only to those with a need to know the information.

- (3) **Discipline:** The Company will impose disciplinary action, up to and including termination of employment, in the event of any of the following:

- Violation of this policy;
- A positive test result;
- Refusal or failure to submit to testing when requested to do so;
- Refusal to cooperate in the testing process; or
- Adulteration of any sample or tampering with any part of the testing process.

Questions concerning the Company's drug and alcohol policy, including any drug or alcohol testing, should be directed to the Company's General Counsel. The General Counsel's Office can be reached at 206-274-2603.

## **6.0 WORK HOURS AND ATTENDANCE**

Hours of operation vary by location. Hours and/or days of work will be scheduled by the supervisor, manager, or area manager as required. Team members will be notified of their schedule in advance. However, schedule changes may be necessary from time to time. Computation of hours worked will be calculated by rounding off to the nearest tenth (1/10 hour) for non-exempt team members.

### **6.1 Timekeeping and Commute Time**

Team members are responsible to maintain accurate and complete records of all hours worked and time off. All nonexempt team members are required to record all hours worked. Exempt team members are required to record absences due to illness, injury, vacation or holidays. Team members should carefully review all time and pay records and promptly report any errors so that the Company can correct them and ensure that all team members are properly paid for all hours worked.

Non-exempt, Self-Serve car wash attendants that work at more than one location within 30 minutes of each other will be paid for their travel time to and from the other location. This will ensure that we meet the Fair Labor Standards Act (FLSA) and not show a break of less than 30 minutes.

Non-exempt Service Technicians will be paid for their time driving to and from work, less any stops they make for personal use. They drive service company vehicles, which must be accessible for on call use and act as their mobile offices for company business. In the event that a Non-exempt Service Technician resides a significant distance from their work location, the Company reserves the right to adjust this drive time policy on a case-by-case basis. All other non-exempt team members that drive company vehicles are not paid for commute time, to and from work, but are paid while traveling between locations during their workday.

At times designated non-exempt team members may be required to work after their normal workday or on weekends. As such, the team member will be paid appropriately, including any over-time hours for work beyond 40 hours in a workweek.

Team members traveling to and from marketing events will not be paid for their time to and from the event. It will be considered commute time as a normal workday.

New hires completing electronic onboarding will be paid one hour for completing new hire paperwork.

Falsification of time records may result in discipline up to and including termination.

## **6.2 Rest Breaks–Site Personnel**

Non-exempt team members will be given one paid ten (10) minute break for each four (4) hours worked. Break periods are paid. The manager or supervisor is responsible for scheduling or assigning break periods during a shift. Ordinarily, break periods will be scheduled or assigned when there is sufficient crew available to meet customer demand. Alternatively, break periods may be scheduled or assigned during slow periods when there is light customer demand. When business conditions contain slack times, team members may be allowed to self-schedule their breaks or take intermittent breaks so long as the breaks total at least 10 minutes every four (4) hours. Any site team member who does not receive their break must promptly contact their supervisor.

## **6.3 Rest Breaks–Office Personnel**

Non-exempt team members whose office jobs allow them to take intermittent breaks totaling ten minutes per four hours are not assigned or scheduled breaks during the course of their shift. They are expected to take the equivalent of ten (10) minutes off for each four hours worked, usually during the second to third hours of each four-hour period. If such team members do not get the equivalent of ten (10) minutes off by getting something to drink, eating a snack, or otherwise not working, these team members must contact their supervisor to ensure they get their break.

## **6.4 Meal Periods–Site and Office Personnel**

Non-exempt team members are entitled to one (1) thirty (30) minute meal period break during each shift if they are scheduled to work 5 hours or more. The meal period should usually commence between hour three (3) and five (5), but **never** before hour two (2) of their shift, or **after** hour five (5) of their shift. Team members working eleven (11) or more hours in a day shall be allowed one (1) additional thirty (30) minute meal period break. This break must commence within five (5) hours of the end of their previous meal break, but should generally be between hour nine (9) and eleven (11) whenever possible. Non-exempt team members may not work more than five (5) consecutive hours without a thirty (30) minute meal period, and may not work more than eleven (11) hours without receiving a second thirty (30) minute meal period. Team members must notify their supervisor or HR if they have not received their meal period breaks.

- (1) **Site Team member Meal Period:** Team members are required to clock out for a meal period and must clock out using the “meal punch,” whether taking their break on or off site. Once the team member clocks back in, after their meal period, they will be paid for up to 30 minutes for the meal period. If there are circumstances, which cause the meal period to exceed thirty minutes, any time beyond 30 minutes will be unpaid. Team members must obtain permission from the person in charge before they may leave the premises. Team members should remain clocked out for their full thirty (30) minute meal break before clocking back in.
- (2) **Site Managers are required to coordinate meal periods for 2<sup>nd</sup> shift site team members and ensure they are completed between hour 2 and 5 and 9 and 11 of the team member’s shift.** This must be done by scheduling meal periods when additional staff are available to cover the meal period by other team members or the

site manager. In the event a meal period occurs when no coverage is available, the team member will notify the Area Manager and General Manager, then post a computer generated note, indicating that the site is closed while the team member is on a meal break.

- (3) **Office Personnel Meal Period–Leaving the Site:** Team members who leave the site for a meal period must clock out using the “Meal Punch.” Once the team member returns to the office and clocks back in, they will be paid for up to 30 minutes for the meal period. If there are circumstances which cause the time away from the office to exceed thirty minutes, that time beyond 30 minutes will be unpaid. The “meal punch” should only be used once per day. If a team member works longer than 11 hours they should notify their supervisor so a second paid thirty (30) minute meal break can be processed. Whenever a team member’s meal period is unpaid, the team member will be provided an uninterrupted thirty (30) minute meal period.
- (4) **If a team member takes their meal break but does not clock out for a meal period, the manager must edit the team member’s time card punch and add the lunch punch.** Site Managers will be required to obtain the signature of the team member on the meal period edit log. Any team member failing to code a meal period punch three times will receive a formal counseling notice. A formal counseling notice will be issued to team members after their third failure to properly clock out using a “lunch punch” for their meal break.

## **6.5 Attendance**

Regular and predictable attendance is an essential function of everyone’s job. Team members are expected to report to work regularly and on time. Unexcused or excessive tardiness and/or absenteeism will not be tolerated. Team members who are absent or tardy for reasons protected by policy or law (e.g. protected sick leave, FMLA), will not be disciplined.

## **6.6 Notification Procedure for Absences/Tardiness**

- (1) **Whom to Contact:** If a team member will be unable to report to work for any reason, or if a team member will be late, they must let a supervisor, manager, or area manager know as soon as they know they will be absent or tardy.
- (2) **Leave a Message:** If the supervisor, manager, or area manager is unavailable, a message must be left at their work number stating the reason for being late or for not being able to report to work. The team member must leave a telephone number where they can be reached.
- (3) **Emergencies:** If the absence or tardiness is due to an emergency, the team member still must call in or have someone call on their behalf as soon as reasonably possible.
- (4) **Foreseeable Absences:** Whenever an absence is foreseeable, such as for a scheduled appointment with a healthcare provider, a team member must give as much advance notice as possible. The Company requests that it receive not less than 10 days’ notice of a foreseeable absence for scheduled appointments with healthcare providers. Additionally, if recurrent absences are needed for treatment, team members must work with their supervisor to ensure such time off is scheduled, to the extent possible, to both accommodate the team member and to minimize disruption of the Company’s operations.

## 6.7 Job Abandonment

If a team member fails to report for work or call in for two (2) scheduled days in a row (and is not on a pre-approved leave of absence or time off), the team member will be deemed to have abandoned their job. Job abandonment will generally result in termination.

## 6.8 Standby Shifts

Site team members may be scheduled to work standby shifts, where applicable. Standby hours may be scheduled based upon business and weather conditions. Those team members scheduled for standby must call in to work at least one hour prior to their standby shift. The supervisor in charge will make a decision about whether to bring the team member into work. If the team member does not work, where the municipality requires and outlines hours will be applied.

## 6.9 Leaving the Premises During a Scheduled Shift

Team members at the car washes or convenience stores must receive permission from the person in charge before leaving during a scheduled shift. All team members must clock out before leaving the site unless they are performing a work-related errand at the Company's request.

## 6.10 After-Hours Work by Non-Exempt Team Members

Non-exempt team members are not to work outside their normal scheduled work hours unless authorized in advance by their supervisor, manager, or area manager. As a limited exception to this policy, some non-exempt team members, in order to perform their job duties, may need to occasionally respond to work emails or voicemails, or make or receive work-related phone calls, outside of their normal work hours if these actions cannot be postponed until the next workday. In such cases, non-exempt team members must promptly record all time spent responding to work emails or voicemails, conducting work-related phone calls, and/or performing other necessary work outside of their normal work hours so that this working time can be paid by the Company.

## 6.11 On Call – Non-Exempt Field Personnel

### Standard Days

- Team Members **scheduled** to be on call for a normal weekend will be paid 4 hours of guaranteed time for each day they work, regardless of whether they work or not.
- The first 4 hours of **actual** work on an "on-call" day are included in the guaranteed 4 hours that the Team Member is paid.
- Any hours worked beyond the initial 4 hours will be paid at **normal time**. (This will often be time-and-a-half pay as they will likely have already worked a normal 40 hour week).

### All Paid Company holidays other than Christmas

- Team Members will receive their normal 8 hours of holiday pay in addition to everything below.
- Team Members **scheduled** to be on call for a Company paid holiday will be paid 4 hours of guaranteed time-and-a-half (6 hours) regardless of whether they work or not.
- The first 4 hours of **actual** work on an "on-call" paid holiday are included in the guaranteed 4 hours of time-and-a-half pay that the Team Member is paid.
- Any hours worked beyond the initial 4 hours will be paid at time-and-a-half.
- The time-and-a-half pay only applies to the actual holiday. Team Members that work multiple days of a holiday weekend will receive the Standard "On-call" pay for all other non-holiday days.

### Christmas Day

- Team Members will receive their normal 8 hours of Holiday pay in addition to everything below.
- Team Members **scheduled** to be on call for Christmas Day will be paid 4 hours of double-time pay (8 hours) regardless of whether they work or not.
- The first 4 hours of **actual** work on an “on-call” Christmas day are included in the guaranteed 4 hours of double time that the Team Member is paid.
- Any hours worked beyond the initial 4 hours will be paid at double-time.
- The double-time pay only applies to Christmas day. Team Members that work multiple days of a Christmas weekend will receive the Standard “On-call” pay for all other non-Christmas days.

#### Salaried Team Members

- For salaried qualifying Team Members, the “on-call” pay will be calculated using an hourly rate determined by their weekly salary divided by 40 hours.

#### Non-Scheduled Team Members

- In rare emergency situations where a qualifying Team Member that is NOT “on-call” is **asked** to work by their supervisor, they will receive the same pay rates detailed above except for the guaranteed 4 hours paid to an “on-call” Team Member.

### 6.12 Overtime

As necessary, team members may be required to work beyond the end of their scheduled shift or work unscheduled hours to satisfy customer demands or Company needs. For purposes of determining which hours constitute overtime for a non-exempt team member, only actual hours worked (including qualifying break times) in a given workweek will be counted. Other time that may be paid but not actually worked (such as PTO or holidays) does not count toward overtime.

- (1) **Computation of the Workweek:** The workweek, for purposes of computing overtime for non-exempt team members, is a seven (7) day period beginning and ending each Saturday at 2:00 a.m. The regular workweek for a full-time non-exempt salaried team member is forty (40) working hours, but on certain occasions some overtime may be required. The Company generally tries to distribute overtime evenly and accommodate individual schedules.
- (2) **Overtime Authorization (Non-Exempt Team Members):** Non-exempt team members may not work off the clock. All overtime work must be authorized in advance by the team member’s supervisor, manager, or area manager. The Company provides compensation for all overtime hours worked by non-exempt team members in accordance with state and federal law. The pay rate is one and one-half (1 ½) times the regular rate of pay for all hours worked over forty (40) hours in one (1) workweek.
- (3) **Overtime (Exempt Team Members):** Exempt team members often work hours beyond a forty (40) hour workweek as work demands require. An exempt team member’s salary is compensation for all hours worked by that team member, regardless of whether the hours worked by an exempt team member exceed forty (40) hours per week. Accordingly, no overtime compensation shall be paid to an exempt team member.
- (4) **Time Records:** It is the policy of the Company to maintain accurate time records. Therefore, tampering with or destroying time records, or removal of time records from Company property, is prohibited and may be grounds for discipline, up to and including termination.

## 6.13 Exempt Team Members - Pay on a Salaried Basis

The Company adheres to all regulations that require exempt team members to be paid on a salary basis. Generally, this means that after any applicable paid leave is used, an exempt team member's salary is reduced only for full-day absences occasioned by personal reasons, illness, or injury. The Company continues an exempt team member's salary during workweeks while the exempt team member is on jury duty, a witness in a legal proceeding, or on temporary military leave, so long as the exempt team member is still providing services to the Company during part of those workweeks. The Company issues unpaid disciplinary suspensions regarding exempt team members in full-day increments, and in those circumstances contemplated by federal, state, or local law and Company policy. Exempt team members on approved FMLA leave may have their salaries reduced during workweeks in which they take unpaid FMLA leave, whether in full or partial-day increments, if their accrued paid leave is exhausted. For an exempt team member's first or last week of employment, if the exempt team member does not work the full week the Company shall pay for actual work performed on a prorated daily rate.

Any exempt team member who believes that improper deductions have been made from their salary should bring their complaint to the attention of the Company's Corporate Office. Such complaints must be shared as soon as they are discovered. The Company's General Counsel or designee will investigate the complaint promptly. If improper deductions were made from salary, the Company will reimburse exempt team members for any improper deductions. The General Counsel's Office can be reached at 206-274-2603.

## 7.0 PERSONAL APPEARANCE

The Company aims to set the highest standards in the car wash industry. Accordingly, all team members must present a neat, well groomed, and professional appearance at all times, in addition to a courteous disposition to each and every customer. *Please contact Human Resources if reasonable accommodation is needed related to any provisions of the following policies.*

### 7.1 General Grooming

Team members are required to adhere to the following grooming requirements while on duty:

- (1) **Hair:** All team members must maintain their hair in a neat and professional hairstyle and in a color that does not distract from the team member's professional image. Management maintains the discretion to determine the appropriateness of a team member's hairstyle. Hairstyles below the collar may need to be tied back for safety reasons.
- (2) **Make-Up:** Make-up shall also be clean, neat, applied in moderation, and contribute to a professional appearance.
- (3) **Facial Hair:** Grooming of beards and mustaches must be clean and neat and contribute to a professional appearance.
- (5) **Hygiene:** Team members are expected to be clean and observe basic hygiene practices.

### 7.2 Attire/Dress Code

All team members are expected to dress professionally at all times. Team members who report to work in what management determines to be unacceptable, unprofessional attire will be required to



leave work and return in acceptable attire. Such time off from work will be without pay for non-exempt team members. Company acquired apparel is to be returned upon termination. If not, cost of such items will be deducted from the team member's final paycheck. Cost for items are noted on the uniform acknowledgement form.

### **7.3 Dress Code (Site Team Members):**

- (1) **Name tag:** Team members must wear a Company-supplied nametag. It must be visible to customers at all times.
- (2) **Polo Shirt:** Team members must wear a Company supplied polo shirt. If the team member decides to wear an additional long sleeve layer underneath, it must be black. Two polo shirts will be issued at no cost to each team member. The shirtsleeves must not be rolled up and the shirt must be tucked into the team member's pants/slacks at all times. Additional shirts can be purchased.
- (3) **Over-Garments:** In cold weather conditions, team members may wear a professional looking sweater or pullover garment over the polo shirt, as long as the Company jacket is worn over the sweater or pullover garment. Hoodies can be worn over the head only when the temperature is under 40 degrees. Hoodies are only permitted to be worn during the months of October through May. The color of hoodies must be black.
- (4) **Jacket:** All team members working at a car wash will be provided with a Company-supplied jacket. That jacket is Company property and must be returned upon termination of employment. Team members are prohibited from wearing any non-Company-supplied jackets as their outer layer of clothing.
- (5) **Pants:** Team members must wear full-length pants/slacks that are professional in appearance, i.e., clean, properly fitted, and free of any holes. Blue jeans and faded pants are prohibited. Undergarments (i.e., underwear) are not to be visible. Pants must be black and no other colors are allowed. Faded pants are prohibited. During hot summer weather months, exceptions will be made regarding the color of pants. This will be communicated in a memo.
- (6) **Footwear:** Car wash team members shall wear socks and footwear with oil and slip-resistant soles. Sandals, flip-flops and footwear, commonly referred to as "Five-finger" are specifically prohibited. Shoes must be designed and constructed from materials that will keep feet dry in a wet environment. The color of shoes must be all black. Boots can be black, brown or gray. Beginning January 1, 2025 the color of boots must be black.
- (7) **Hats:** Team members may wear Company-supplied hats/caps that must face straight forward when worn. Company-supplied knit hats/caps are to be worn outdoors only when the temperature is less than 60 degrees, October through May.
- (8) **Return of Company-Supplied Clothing:** Team members are required to return all Company-supplied clothing in a timely manner upon termination of their employment for any reason. Failure to return Company supplied clothing may result in a payroll deduction from the final paycheck or being billed after termination.

## 7.4 Dress Code (Corporate Office)

Team Member appearance contributes to the Company's culture and reputation. It is important that we present a professional image even in a casual attire environment.

Listed below is an overview of acceptable casual wear, as well as a list of some of the more common items that would be considered inappropriate for our environment. Those wishing to wear a more professional attire may do so. Although this list is not intended to be all-inclusive, it should help to set general parameters for proper attire and provide you with information to assist you in making intelligent judgments about items that are not specifically addressed.

Examples of attire that are acceptable and not acceptable includes, but is not limited to:

- **Pants:** Casual slacks and trousers and jeans without holes, frays, etc. Examples of inappropriate pants include those that are faded, shorts, spandex, sleep or lounge wear, and pants worn below the waist or hip line.
- **Shirts/tops:** Consisting of casual shirts, polo shirts, blouses or sweaters, hoodies, but not over the head, company branded shirts and jackets. No tank tops, muscle shirts, halter tops or tops that are distracting or revealing. No inappropriate messages.
- **Casual dresses or skirts** with modest hemlines.
- **Appropriate footwear** consists of clean athletic wear, loafers, boots, flats, heels, dress shoes, or sandals, not flip flops. Service Technicians will wear work shoes or boots appropriate for their working conditions.
- Only company branded hats may be worn and must be forward facing:

If you have any questions about the above information, please discuss it with your supervisor.

## 7.5 Jewelry

Jewelry must not present a safety hazard and should be discrete and conservative. Team members are prohibited from wearing any type of unprofessional looking jewelry.

- (1) **Necklaces:** Necklaces must be tucked behind the team member's shirt at all times.
- (2) **Earrings:** Team members are allowed to wear one pair of single-pierced, stud earrings. In addition, team members are not allowed to have ear gauges or nose septum piercings.
- (3) **Other Items:** Team members should refrain from wearing large belt buckles, key chains or lanyards hanging from belt loops or pockets. These items may scratch vehicles when leaning over them.

## 7.6 Eyewear

Permanent sunglasses are prohibited unless medically prescribed by a physician. Team Members that regularly wear prescription glasses are permitted to have light responsive lenses that darken in bright sunlight so long as the lenses return to clear when no longer exposed to bright sunlight . The

company will provide clear UV rated glasses that are clear and can go over prescription glasses if preferred. Tinted contact lenses must be of a natural human eye color and design.

## **7.7 Implementation**

The Company shall have sole discretion to determine what is unprofessional looking, and whether the team member has complied with the above standards. In the event management deems any aspect of a team member's personal appearance to be unprofessional, the team member will be required to promptly correct the area of concern. In the event a non-exempt team member has to take time off work to correct the area of concern, such time off will be without pay.

In the event exceptions need to be made to the uniform or dress code policy, notification must be made by the team member to their supervisor or HR. The exception will be considered under the Reasonable Accommodations Policy.

## **8.0 PAID TIME OFF (PTO) POLICY**

### **8.1 Purpose and Eligibility**

The Company encourages work/life balance and has established a paid time off (PTO) policy to allow our team members time away from work. Paid Time Off (PTO) is an all-purpose time-off policy for eligible team members to use for any requested time off, including but not limited to vacation, illness, bereavement, unpaid jury duty, injury, and personal business. It combines traditional vacation and sick leave plans into one flexible, paid time-off policy. Regular full-time team members and part-time team members are eligible to earn and use PTO as described in this policy, and as set forth in the table below.

- (1) **Eligibility:** All team members (both full and part time) of the Company are eligible for PTO under this policy. Once team members enter an eligible employment classification, they begin to earn PTO according to the schedule below. However, before PTO can be used by new team members, a waiting period of 90 calendar days must be completed. After that time, team members can request use of earned PTO, including that accrued during the waiting period. Level 3 team members may not use PTO before it is accrued in their first year.

- (a) As a general rule PTO is always earned based upon the formula that corresponds to a team member's current tier. Team members who receive front loaded PTO hours at the beginning of the year still accrue hours, although the accruals will not be reflected on any PTO reporting (such as a paycheck stub or digital payroll summary). If the PTO hours earned are greater than the PTO hours that were granted at the beginning of the year, additional PTO hours will be awarded based upon quarterly reconciliations.

If a team member transitions from a position with front loaded PTO to a position that does not provide front loaded PTO, they will not receive additional PTO until they have used all previously front-loaded PTO. Any additional PTO granted to a team member who transitions to a position without front-loaded PTO, will be the total hours accrued in the year, less any front-loaded PTO hours that were granted at the beginning of the year."

If a team member moves to a position that earns PTO at a different rate, the front-loaded PTO hours will be adjusted to reflect only what they have earned based on actual hours worked year to date. A Team member will not be required to pay back any front loaded PTO hours that have already been used, but they may not use additional PTO until their balance of PTO “earned” is greater than the PTO that has already been used for that year.

- (2) **Compliance with Washington and Seattle Paid Sick Leave Laws:** This policy is intended to comply with all applicable leave laws, including Washington’s Paid Sick Leave law and Seattle’s Paid Sick and Safe Leave Ordinance, under which the Company is a “Tier 3” employer. PTO may be used for PSSSL absences covered by these laws. (See, Section 8.4(3). It is each team member’s responsibility to manage their PTO so that adequate PTO is available to cover the types of PSSSL absences covered by these laws.

These laws prohibit retaliation for a team member’s lawful use of PTO for PSSSL absences, and other exercise of rights under the laws. No team member will be subject to discipline for using PTO in accordance with this policy or for otherwise exercising rights under these laws. Please direct any questions or concerns about retaliation to Human Resources.

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## 8.2 Accrual and Carryover

- (1) **Accrual of PTO:** Tenure is defined as the hire date or accrual date for the team member. If rehired, the team member's rehire date will be used as the accrual date. The amount of PTO team members receive each year increases with the length of their employment, or time in position, for Level 2 team members, as shown in the following schedule.

(2)

Tenure	Level 1 Team Member	Level 2 Team Member (Earn before using)	Level 3 Team Member (Front Loaded)	Maximum Annual Carryover (Hours)
	Accrual rate per hour worked (*Est. based on 40 hr work week )	Accrual rate per hour worked (*Est. based on 40 hr work week )	Accrual rate per hour worked (*Est. based on 40 hr work week )	
0-12 months	.033/hr (68 hours)	.040/hr (80 hours)	.040/hr (80 hours)	108 hours
13-60 months	.040/hr (80 hours)	.0654/hr (128 hours)	.0654/hr (128 hours)	108 hours
61-180 months	.062/hr (120 hours)	.0875/hr (168 hours)	.0875/hr (168 hours)	108 hours
181+ months	.062hr (120 hours)	.1107/hr (208 hours)	.1107/hr (208 hours)	108 hours
Eligible Team Members	All hourly non-management store team members	All store Assistant Managers and PT/Variable Hour Corporate team members.  !st year full-time team members under Corporate.	All store manager positions  All full-time regional support positions  Corporate non-exempt full- time team members	

*\* A team member's actual annual PTO accrual may be more or less than the amount shown if they work more or less than 40 hours per week.*

**Timing of PTO Accrual and Award:** Level 1 hourly Site Team Members and Level 2, Team Members accrue PTO throughout the year based upon hours worked, according to the above schedule.

Those hired or promoted to a corporate office position will accrue PTO based upon hours worked, according to the above Level 2 schedule during their first year in that position. Once the team member has reached their hire or promotion anniversary date, they will be moved to Level 3 PTO. A front-loaded PTO balance will be calculated and added to their balance for the remainder of the year. Thereafter, as explained below, the estimated\* PTO is front loaded, per the above schedule, on January 1 of each year as a Level 3 team member.

Level 3 team members that have met the qualifications for front-loaded hours will receive PTO hours as noted below.

All Team members will receive additional PTO on the pay dates following their 2<sup>nd</sup>, 5<sup>th</sup>, and

15<sup>th</sup> anniversaries of their hire date.

**Frontloading - For Level 3 Team members only:** The Company will provide each Level 3 team member with notice of the amount of PTO hours that will be placed into the team member's PTO account at the beginning of the year. The notice will include the calculations used to determine the frontloaded hours, the PTO accrual year, and the team member's eligibility details. In general, a full-time team member will have hours front loaded based upon a 40-hour workweek. Unused PTO balances for Level 3 team members will be carried over to the following year commensurate with the carryover requirements of the Company's PSSSL employer status. If a team member's frontloaded PTO is less than the amount that they were entitled to accrue based upon actual hours worked, the Company will make any additional amounts of PTO available for use by the team member as soon as practicable, but no later than 30 days after the discrepancy is identified. The company will reconcile PTO for team members in October, November and December. In all cases the maximum carry over of PTO will be 108 hours, including any additional time from the reconciliations. If the front-loaded PTO that is used by a Team Member is more than the team member would have otherwise accrued absent frontloading, the Company generally will not seek reimbursement from the team member for such PTO.

- (3) **Carryover to next year:** Team members are encouraged to take time off to balance their work and personal life, but if a team member is unable to use all of their PTO in a calendar year, the Company does allow carryover on December 31 of each year to the next year. Accrued but unused PTO, up to a maximum of 108 hours, will carry over for use in the following year. Any hours above this amount will be forfeited. A Team Member may not carry over unused, front loaded, PTO that would not have been earned via the accrual process if the actual hours worked are not sufficient to have earned the unused, front-loaded PTO. For example, if a team member is front loaded 80 hours of PTO (based on a 40 hour work week) and they only use 40 hours of those front loaded PTO hours during the year, and they end up only working an average of 30 hours each week throughout the year, they by only accruing 60 hours of PTO had they been on the accrual plan, they would only be allowed to carry over 20 hours of PTO (60accrued -40 used) rather than carrying over 40 hours of PTO (80 front loaded-40 used).

### 8.3 Guidelines for PTO Use

- (1) **Use of PTO by Non-Exempt Team Members:** Non-exempt (overtime-eligible) team members may use PTO in the same increments in which payroll is paid (15-minute increments).
- (2) **Use of PTO by Exempt Team Members:** Exempt team members (salaried team members who do not qualify for overtime) must use PTO for half-days (4 hours) or full days away from the office (other than business trips and offsite meetings). If an exempt team member works fewer than 4 hours in a day, a half-day (4 hours) of PTO should be reported. With the availability of cellular communication, many exempt team members keep in touch with the office while away from the office; however, it is the Company's policy that PTO be used when the primary reason a team member is gone from their work location is for personal reasons.
- (3) **No Advances of PTO:** The Company does not advance PTO. If a team member has insufficient PTO to cover an absence, unpaid time off may be granted at the Company's discretion, in accordance with all applicable laws. Unpaid time off beyond PTO is not generally approved unless legally required. The amount of PTO hours

accrued or front loaded, used, and available for use is provided on each paystub.

- (4) **Rate of Pay:** PTO is paid at the team member's regular rate of pay at the time of the absence.
- (5) **Use of Available PTO:** PTO hours must be applied to days when a team member takes time off from their normally scheduled days, except as prohibited by law. The Company does not allow team members to save PTO days and take an unpaid day off. Unpaid Time Off (UPTO) may only be used if a team member's PTO balance is depleted or they have not earned sufficient PTO. As an exception, Hourly Site Managers and Assistant Managers that work at least six (6) hours in a day may take the first or last two (2) hours of their shift as UPTO, to come in late or leave early, if approved by their supervisor. If a Site Manager takes a full day off, or does not work at least six (6) hours in a day, PTO must be used for any time off. When a Site Manager works extra hours on a given day (for example to cover for a team member that was unable to work their shift), Area Managers have the authority to approve UPTO as "comp-time" that corresponds to the number of extra hours previously worked. That unpaid "comp-time" should be taken in the same pay period as the extra hours that were worked.

#### **8.4 Scheduling, Notice, and Verification**

- (1) **Advance Notice and Approval Required:** Team members are required to submit for approval, to their direct supervisor, requests to use PTO for vacation and all other absences that are not for PSSSL absences. These requests should be submitted as soon as possible, but no less than 2 weeks in advance of the dates requested off, to allow for scheduling. The Company will attempt to accommodate team members' scheduling requests for such absences, but a request may be denied in light of business needs, scheduling limitations, or in accordance with any applicable law. The team member's position with the company and seniority may be used to resolve conflicting PTO requests. Early submittals do not constitute a right to first choice in situations of conflicting PTO requests.
- (2) **Notice for other Absences:** Team members who miss work for other absences including PSSSL absences are required to comply with the usual and customary notice and procedural requirements applicable to the location where they were scheduled to work. Whenever possible, the request to use PTO for PSSSL absences should include the expected duration of the absence.

Whenever the need to use PTO for PSSSL absences is foreseeable, such as a planned treatment or procedure (whether for the team member or his or her family members), a written request to take PTO for PSSSL absences shall be provided by the team member to his or her supervisor at least ten (10) days before the PSSSL absence is expected to start. If the need to use PTO for a PSSSL absence is foreseeable, but there are not at least ten (10) days before the start of such absence, the written request must be given to the supervisor as early as possible in advance of the foreseeable absence.

If the need to use PTO for a PSSSL absence is not foreseeable, such as when there is an unforeseeable absence due to team member or family member illness or injury, the team member must provide notice of the need to use PTO for a PSSSL absence as soon as practicable. Although extenuating circumstances will be considered, generally "as soon as practical" will mean providing notice of an unforeseen PSSSL

absence within the two (2) hours before the start of the team member's workday unless it is not possible to do so. In the case of an unforeseen absence related to domestic violence, notice needs to be provided no later than the end of the first (1<sup>st</sup>) workday of such unforeseen absence.

- (3) **PTO for PSSL Absences:** PTO is paid in lieu of paid sick leave and can be used for any absence that qualifies under the Seattle Sick Leave Ordinance, Washington Paid Sick Leave Act and the Washington Domestic Violence Leave Act, (collectively referred to as "PSSL absences"), including, but not limited to, any of the following.

- To deal with an illness, injury, or medical appointment of a team member or a team member's family member
- For absences relating to domestic violence, sexual assault, or stalking of the team member or team member's family or household member, or anyone else defined as a covered family member in Washington's Domestic Violence Leave Law (RCW 49.76.020) or Seattle Ordinance Chapter 14.16.010.
- In the event our business is closed for a health or safety reason
- In the event that a team member's family member's school or place of care is closed.
- As otherwise required by federal, state, or local applicable law.

For purposes of this policy, a family member is defined as a child or parent (including biological, adopted, de facto, foster, step, or legal guardian), spouse, registered domestic partner, spouse's parent, grandparent, grandchild, or sibling. A family or household member for purposes of PSSL absences includes all family members, former spouses and domestic partners, persons who have a child in common, adult persons who have resided or are residing together, and persons ages 16 or older who are or were residing together and who are or were in a dating relationship.

- (4) **Verification:** The Company may require documentation regarding absences, other than for approved vacation, when a team member uses PTO for more than three consecutive scheduled workdays. If any team member believes that obtaining the required documentation would result in an unreasonable burden or expense, the team member may submit an oral or written justification explaining why they cannot comply with the verification request. The Company will make a reasonable effort to identify alternative ways for the team member to meet the verification requirement. Team members are not generally required to disclose the nature of the illness or other specific reason for the absence, unless the absence is protected under another law requiring such disclosure. The Company will maintain the confidentiality of information provided by the team member or others in support of a team member's request for medically related absences. If required, verification must be provided, at the latest, ten days following the first date that the team member used the leave. Depending on the nature of the absence, a medical release to work and assessment of any work restrictions may also be required before the team member may return to work.

## **8.5 Coordination with Other Leave**

If a team member is receiving paid benefits through Washington's Paid Family Medical Leave program (see below for more information), they may use available PTO time to supplement the state benefits received. The amount of PTO available to team members on a PFML absence will be limited so that the team member does not receive more than 100% of his or her regular pay.



Team members must use all accrued PTO time during FMLA leave unless otherwise required by law. Under the Washington PFMLA, while a team member is receiving state benefits under this law, the team member is not required to use PTO.

If a team member is eligible for FMLA, and the reason for an absence qualifies as a covered absence under the FMLA, the team member will also be using their FMLA leave entitlement while using PTO. Team members that are eligible for FMLA, and who are absent for reasons that the Company believes qualify as FMLA, may be allowed or requested to provide healthcare provider certifications under the FMLA in order to determine if an absence does or does not qualify as FMLA.

## **8.6 Payout of unused PTO Upon Termination of Employment**

An eligible team member who resigns in writing at least two (2) weeks in advance of his or her resignation date will be paid for his/her unused PTO that was accrued during the year of the team member's resignation. Carryover PTO is not eligible for payout on termination of employment. Team members who resign without providing at least two weeks' written notice will not be paid for their accrued but unused PTO. For team members terminated by the Company, the Company shall in its sole discretion determine whether to pay accrued but unused PTO time. Generally, team members terminated for misconduct are not paid for accrued but unused PTO time.

For Level 3 team members who have received front loaded PTO, unused PTO is paid out on termination in the same proportion as the amount of time the team member worked in that calendar year less any PTO taken. Carryover PTO is not eligible for payout on termination of employment. For clarity, if a team member terminates employment on April 1, then the team member is eligible to receive up to one-quarter (1/4) of the team member's annual PTO award, less any PTO days taken in that calendar year.

Examples:

- A team member who is awarded 80 hours of PTO each year, who took 40 hours of PTO in January and then resigns on April 1 is not eligible for any PTO payout on termination.
- A team member who is awarded 80 hours of PTO each year, who took 0 hours of PTO so far that year and then resigns on April 1 is eligible to receive 20 hours of PTO payout on termination.
- A team member who is awarded 80 hours of PTO each year, who took 8 hours of PTO so far that year and then resigns on April 1 is eligible to receive 12 hours of PTO payout on termination.

Exceptions to this policy may be at the sole discretion of the Company. If a team member is terminated and is rehired within 12 months, the team member's accrued, unused PTO balance, not including Carry-Over PTO, will be reinstated at the time of the rehire. If a team member returns to the company within 12 months after a separation, that team member's seniority for purposes of determining PTO accrual will restart at the level that existed at the time of the departure.

## **8.7 Emergency Days Off**

If a team member is going to be absent because of a personal or family emergency, they must discuss the situation with the supervisor, manager, or area manager as far in advance of the time off required as possible. For any emergency time off, including those that qualify for paid sick or safe leave, the team member must use any available PTO to cover the absence. If the team member does not qualify for PSSSL, or if PTO has been previously exhausted, the emergency time off will be unpaid. Emergency days off taken when insufficient PTO is available (including PSSSL absences) may be considered excessive absenteeism.

## 8.8 Holidays

- (1) The paid holidays observed by the Company each calendar year are:
  - New Year's Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- (2) The following classes of team members are eligible to take the day off and receive holiday pay at their normal rate of pay. ("Paid Holiday Team members"):
  - Exempt Team members
  - Non-exempt (hourly) site managers, full-time (those team members working 35 hours or more per week) corporate office team members (office staff, corporate field staff, service techs, etc.).
- (3) All Team members, including "Paid Holiday Team members", who work on a holiday listed above shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for any hours actually worked on the holiday.
- (4) All Team members, including "Paid Holiday Team members", who work on Christmas Day will be paid at twice (2x) their regular rate of pay for any hours actually worked on Christmas Day.

## 9.0 TUITION ASSISTANCE

Education leads to self-improvement, which improves the value of the team member to the Company. In that vein, the Company encourages higher education to prepare all team members for greater responsibility within the Company. The Company therefore offers the tuition assistance program, set forth below, to all qualifying team members.

### 9.1 Eligibility

In order to be eligible for tuition reimbursement, each of the following criteria must be met:

- (1) **When Eligible:** After ninety (90) calendar days from the date of hire, exempt and non-exempt team members are eligible to apply for the program.
- (2) **Tuition Request Form Required:** Team Members must complete the Tuition Request Form, available upon request from a Site Manager or the Human Resources Department at the Corporate Office.
- (3) **Prior Approval Required:** All courses must be approved in writing by the Human Resources Department prior to enrollment.
- (4) **Maintain Employment:** Team Members must be active at the time of registration and at the completion of the course to receive reimbursement funds. Team Members must also work an average of 20 hours per week for the 14 weeks **preceding the course, and for the duration of the course.**

## 9.2 Tuition Reimbursement Amount and Criteria

- (1) **Successful Course Completion:** To be reimbursed, the team member must successfully complete the course. Generally, this means obtaining a grade of pass, or “C” or better. Also maintaining the 20 hour average during the time enrolled in classes. If not, there will be no reimbursement.
- (2) **Reimbursement Amount:** The Company will reimburse fifty-percent (50%) of a team member’s tuition costs, required course books, or other qualifying expenses up to the max amounts below—provided the team member meets all the requirements set forth above and those contained in the Tuition Request Form.
  - (a) Site Team Members and those with less than 5 years’ experience/tenure - \$4,000 max per year.
  - (b) Assistant Managers and above with 5+ years of experience/tenure - \$10,000 max per year for education/degree aligned with the Company.
- (3) **Taxes:** The **team member** is responsible for paying any applicable local, state, and/or federal taxes associated with the reimbursement amount. Once the tuition assistance reimbursement reaches \$5250 during the year, it will appear a taxable income.
- (4) **Time Limitation for Submittal:** Receipts for books and tuition cost must be submitted as soon as possible after receiving a passing grade, and no later than three (3) months after the end of the class or semester.

## 10.0 INSURANCE BENEFITS

Team Members may be eligible to participate in certain Company-sponsored insurance programs. Programs vary according to a team member’s job and are explained when an eligible team member is hired or transitioned into a new position. In some cases, there may be a waiting period before coverage begins. The policy terms may limit coverage depending upon the number of hours a team member works. The Company intends to continue the programs indefinitely but reserves the right to change or discontinue these plans at any time. If the Company terminates a program, but does not replace it with comparable benefits, participants will be notified. Participants will receive information on converting group insurance to individual policies whenever conversion privileges apply. The actual benefits provided, and eligibility requirements, are determined by the plan documents, available from the Human Resources Department. Team Members who leave the employment of the Company will be advised of benefit continuation rights.

Team members covered by company benefits who are on leave of absence are expected to pay benefit deduction payments. If no PTO or regular hours are available to cover the deduction, a payment plan will need to be identified and documented prior to taking leave. If deductions are missed, a double deduction may have to be made on the next pay period. If no arrangements have been made or there is no communication, benefits may be canceled for non-payment.

## 11.0 401(K) RETIREMENT SAVINGS PLAN

Company team members who are eighteen (18) and older have the opportunity to participate in a retirement plan which allows team members to save a portion of their compensation for retirement.

- (1) **When Eligible:** After one year of service, all qualifying team members are eligible to participate in the plan.

- (2) **Monetary Contributions:** Contributions to the traditional 401(k) plan are made with pre-tax dollars, which means the amount specified by the team member is taken from their salary before federal income is determined. The team member is then taxed on the remaining salary, resulting in additional savings. It should be noted that any distribution from the 401(k) plan will be subject to tax, whether that be an early or a qualified distribution. Team Members are urged to seek advice from a financial expert prior to any distribution from the 401(k) plan.

In addition to the traditional 401(k), the Company offers a Roth 401(k) option that allows you to make after-tax contributions in addition to, or instead of, pre-tax contributions. As long as you stay within the plan's limits, you may make either 401(k) pre-tax, or Roth 401(k) after-tax contributions, or a combination of both. All your contributions are treated the same relative to other plan provisions. Roth 401(k) after-tax contributions are taxed in the year of contribution. Earnings are not taxed at all upon withdrawal if in the plan for at least 5 years and you are at least age 59½ or as otherwise required by law.

- (3) **Company Contributions:** The Company may also contribute to the 401(k) Plan of participating team members. The Company reserves the right to increase or decrease its contribution levels to the plan from year to year.
- (4) **Subject to Change:** The Company intends to continue the retirement program indefinitely, but reserves the right to change or discontinue it at any time. If the Company terminates this program, and does not replace it with comparable benefits, participants will be notified. The actual benefits provided, in addition to eligibility requirements, are determined by the plan documents, available from the Human Resources Department. Team Members who leave the employment of the Company will be entitled to whatever vested benefits they may have in accordance with the plan terms.

## 12.0 UNPAID LEAVES OF ABSENCE

### 12.1 Family and Medical Leave Act (FMLA)

- (1) **Eligibility/Length of Leave:** A team member who has worked for the Company at least twelve (12) months, including at least 1250 hours in the last twelve (12) months, and worked at a location where there are more than fifty (50) team members in a seventy-five (75) mile radius, may be entitled to up to twelve (12) workweeks of unpaid leave in any twelve (12) month period for the following:
- (a) To care for a newborn or newly-adopted child or newly-placed foster child;
  - (b) To care for a child, parent, or spouse who has a serious health condition (defined below);
  - (c) To deal with one's own serious health condition; or
  - (d) To address any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the team member is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

In addition, eligible team members are entitled to up to 26 weeks of FMLA to care for

a team member's spouse, child, parent (as defined under FMLA) or next of kin (defined as a person for whom the team member is the nearest blood relative) who is (1) a current member of the Armed Forces (including members of the National Guard or Reserves) and is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred by the member in the line of duty, on active duty, or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible team member takes FMLA to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness in the Armed Forces.

- (2) **What Constitutes a Serious Health Condition:** A "serious health condition" is an illness, impairment, or condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider, any period of incapacity of three (3) or more consecutive days and continuing care by a medical provider, as well as any period of incapacity due to pregnancy including prenatal care.
- (3) **Pregnancy/Childbirth:** In addition to the leave described above, a female team member may also be entitled to leave for the actual period of disability associated with pregnancy and childbirth.
- (4) **Leave to Care for a Newborn, Newly Adopted Child, or Newly Placed Foster Child:** Leave to care for a newborn, newly adopted child, or a newly placed foster child, must be taken within twelve (12) months of the birth, adoption, or placement. If the Company employs both parents, they are together entitled to twelve (12) workweeks of unpaid leave under this paragraph.
- (5) **Advance Notice Requested:** If the need for the leave is foreseeable, team members must give at least thirty (30) days written notice in advance of the anticipated date the leave is to begin stating the reason for the leave and the dates during which the leave is to be taken. If the need for the leave is not foreseeable, the team member must give notice as soon as possible after the need for the leave is known.
- (6) **Documentation:** Health care provider certifications/re-certifications, as well as second/third opinions and fitness for duty reports/releases, may be required in accordance with the FMLA regulations.
- (7) **Use of Leave:** The team member must use any accumulated PTO while on this leave. Otherwise, the leave is unpaid. If leave pursuant to this policy would also qualify as leave under any other benefit or policy, the period of the leave will concurrently apply toward the entitlement for each type of leave that may apply in accordance with any applicable law.
- (8) **Return from Leave:** Upon returning from the leave, a team member is entitled to return to the same position held when the leave began, or to an equivalent position with equivalent benefits and pay, unless the position would have been eliminated had the team member not been on leave. Additionally, a team member on leave is not immune from discipline, up to and including termination, if information is uncovered during the leave that would have normally resulted in discipline had the team member

been actively working.

- (9) **How Leave May Affect Benefits:** By taking the leave, the team member will not lose any benefits that accrued before the start of the leave. The team member will not be entitled to accrue further benefits during periods of unpaid leave. The Company will maintain its contributions to an eligible team member's group health insurance premiums during the leave, whether it is paid or unpaid. The team member will be required to continue their share of the premiums for the team member and their dependents, if applicable. The team member will also be required to arrange, in advance, self-payment of other group insurance benefits. If the team member does not return at the end of the leave, the team member may be required to repay the Company for the health insurance premiums paid during the leave.
- (10) **Administration of Policy:** This policy will be administered according to the Family and Medical Leave Act and the regulations interpreting it and any applicable state or local law.

## **12.2 Pregnancy Disability Leave**

- (1) **Eligibility/Length of Leave:** Female team members are entitled to leave for the actual period of disability associated with pregnancy and childbirth. If the team member is eligible for leave under the Family and Medical Leave Act, described above, that leave will run concurrently with any maternity/parental leave under this section.
- (2) **Leave Usually Unpaid:** The leave is unpaid unless the team member has available PTO (which must be used during this leave).
- (3) **Administration:** When the FMLA also applies, Company maternity/paternity leave will be administered according to the FMLA and the regulations interpreting it, in addition to any applicable state law.

## **12.3 Non-FMLA Medical Leave**

Team Members who are not eligible for FMLA leave, but need time off from work due to their own serious illness or injury may be granted a non-FMLA medical leave. The leave is unpaid unless the team member has available PTO (which must be used during this leave). Where the team member's condition qualifies as a disability, this policy will be administered according to general principles of reasonable accommodation. Team Members should contact the Human Resources Department with questions about non-FMLA medical leave.

## **12.4 Jury Duty**

- (1) **Unpaid for Non-exempt, Non-Salaried Team Members:** If a site level non-exempt, non-salaried team member is required to perform jury duty, the team member will be provided unpaid leave.
- (2) **Paid for Full-time, Non-Exempt Office and Salaried Team Members:** Exempt **team members** and full-time corporate office team members, (those team members working 35 or more hours per week) will continue to receive their regular salary for any time spent on a jury. Such team members are expected to work the team member's regular schedule during times the team member is not required to be present in court.

- (3) **Hourly – Site Managers:** will be paid for jury duty, up to eight (8) hours of pay per day.
- (4) **Verification:** A team member must provide their supervisor, manager, or area manager with a letter or other confirmation from the court clerk indicating the time served.

## **12.5 Military Leave Of Absence**

- (1) **How Treated:** If a non-exempt team member is required to attend annual military reserve training or other temporary military duty, the team member may take the time as either PTO or unpaid leave.
- (2) **When Exempt Team Member Still Provides Services to Company During Leave:** If an exempt team member is required to take a temporary military leave for reserve training, they will be paid their salary for any workweek when they still provided services to the Company in some meaningful capacity during the leave. This could include, but not be limited to, responding to phone calls or other electronic communications to troubleshoot issues or address other business concerns. It is the responsibility of the exempt team member to notify their immediate supervisor if they provided services to the Company during any temporary military leave.
- (3) **When an Exempt Team Member is Absent for an Entire Workweek:** If an exempt team member is absent for an entire workweek due to temporary military leave and does not provide services to the Company in any meaningful capacity, the time is unpaid unless the team member chooses to use PTO.
- (4) **Return from Leave:** If a team member takes either a temporary military leave, or enters into active military service, they are entitled to return to the team member's former job as provided under federal and state laws. The Company will provide leave and reinstatement as required by law. Please see the Human Resources Department for more details.

## **12.6 Military Spouse/Registered Domestic Partner (“RDP”) Leave**

Any team member who works more than 20 hours per week and whose spouse/registered domestic partner is deployed or about to be deployed, or is on leave from deployment in a military conflict declared by Congress or the President, is entitled to up to fifteen (15) days of leave of absence per deployment. The leave is unpaid except that the team member can use their PTO at the same time. A team member wishing to take this leave must notify their supervisor within five business days of receiving official notice that the spouse/registered domestic partner is being deployed or will be on leave from deployment. Upon conclusion of the leave, the team member will return to their position, or an equivalent one, unless the team member would otherwise have been terminated had they not taken leave.

## **12.7 Domestic Violence Leave and Accommodation**

Team Members may take reasonable leave from work, work a reduced schedule, or take intermittent leave from work to take care of legal or law enforcement needs or obtain medical treatment, mental health counseling, or social services assistance when team members or their family members are victims of domestic violence, sexual assault, or stalking. SSL eligible team members taking this leave may use available paid Safe and Sick Leave (SSL) while on this leave. The team member may be required to provide verification of the need for the leave. For the purposes of this policy, “family

member” includes a child, spouse/registered domestic partner, parent, parent-in-law, grandparent, grandparent-in-law, or person who the team member is dating.

The Company also recognizes that team members who are victims of domestic violence, sexual assault, or stalking may need reasonable safety accommodations. Any team member who believes he/she needs a reasonable safety accommodation because he/she is a victim of domestic violence, sexual assault, or stalking should notify his/her immediate supervisor of the specific safety accommodation request in writing and should indicate that the safety accommodation request is related to domestic violence, sexual assault, or stalking.

## **12.8 Civil Air Patrol Leave**

Employers with 20 or more team members will grant up to fifteen (15) days of unpaid leave per year to respond to an emergency operational mission of the Washington Civil Air Patrol. Team Members must have been employed at full-time status immediately preceding the commencement of leave. Upon expiration of the leave, a team member will generally be reinstated to their position with equivalent seniority, benefits, pay and other terms and conditions of employment.

Team Members requesting time off must notify their direct supervisor as soon as possible after learning the intended dates upon which such leave will begin and end. Approval of any leave request is conditioned upon certification from the proper Civil Air Patrol Authority of the team member's eligibility to take such leave. Failure to provide the required certification will result in denial of leave.

Team Members may, but are not required to elect to substitute any accrued paid time off, otherwise Civil Air Patrol Leave is unpaid.

## **12.9 Volunteer Emergency Responder Leave**

Team Members, working for an employer with 20 or more full-time team members, may be eligible for time off work to serve as a volunteer firefighter or reserve officer. Team Members should contact his/her supervisor as soon as he/she is aware that he/she will be late to work, or unable to report to work due to the emergency dispatch. Upon request, team members must provide his/her supervisor with a statement from the appropriate department/organization documenting that the team member was responding to an emergency call. Such time off will be unpaid for nonexempt team members. Exempt team members will be paid in accordance with federal and state wage and hour laws.

## **12.10 Washington Paid Family and Medical Leave**

Eligible team members may receive Paid Family and Medical Leave (“PFML”) benefits from the Washington Employment Security Department (“ESD”). PFML provides between 12 to 18 weeks of partial wage replacement if a team member is unable to work due to their own serious health condition, the need to care for a qualified family member due to a serious health condition, to bond with a new child, or for military related leave.

Eligible team members will be entitled to the following:

- Paid leave up to 12 weeks for their own serious health condition (medical leave) or for family care (family leave);
- Up to 16 weeks combined family and medical leave; and
- Up to 2 additional weeks for certain pregnancy complications.



PFML is funded by premiums from team members and employers and the ESD administers the PFML program. To determine eligibility for received benefits, a team member must file a claim with the ESD. If the need for leave is foreseeable, team members must notify the Company in writing 30 days in advance of the anticipated leave. If PFML leave is not foreseeable, team members must notify the company in writing as soon as is practicable. Team Members may also be required to submit additional documentation to the Company to determine whether the leave is covered by any other law or policy.

As PFML only provides for partial wage replacement, team members may be eligible to use accrued paid time off during any leave under this policy in accordance with the Company's applicable paid time off policies to supplement PFML benefits and fully replace wages during the leave period. Please contact Human Resources for additional information.

This leave will run concurrently with any other leave the team member may be entitled to under law, including the Family and Medical Leave Act. Issues of benefit eligibility and return-to-work rights will be governed by applicable laws. Please contact Human Resources for additional information.

## **12.11 Personal Leaves of Absences**

Sections 12.1 through 12.10 provide leaves of absences consistent with local, state, and federal laws. The Company, in its sole discretion, may grant unpaid personal leaves of absence up to ninety (90) days in duration for other reasons based on a team member's work record, the Company's staffing needs, and the reasons for requesting the leave. Team Members who will be absent for one or more full pay periods will need to be approved for a personal leave of absence prior to the commencement of the leave of absence. This is different than a Team Member who has a very modified schedule or taking PTO time. Team Members may be eligible for an unpaid personal leave of absence after one year of employment with the Company; however, team members are required to use any PTO before requesting unpaid time off. Depending upon the circumstances for the unpaid personal leave, an SSL-eligible team member may also be required to use any accrued SSL before taking any unpaid personal leave of absence. Team Members returning from a personal leave of absence are not guaranteed to return to their former job. If a position is available for which the team member qualifies, the team member may compete for that opening at the conclusion of the leave. A team member will be terminated if the team member does not return from the authorized unpaid leave of absence at the agreed time, or if there is no opening for which the team member is qualified, or if the team member is not selected for the open position.

A personal leave of absence must be requested in writing and submitted to the team member's supervisor, manager, or area manager as soon as the need for such a leave is known and submitted to HR for approval. No benefits, such as PTO, are earned while the team member is on unpaid leave. Group insurance coverage may terminate at the end of the month in which the unpaid leave of absence begins. If the Team Member desires to continue insurance coverage (and if policy provisions permit it), the Team member must make arrangements to prepay their insurance premium each month. Such arrangements should be made before beginning an unpaid leave of absence.

This policy does not apply to unpaid leave taken under federal, state, or local leave laws.

## **13.0 EQUAL OPPORTUNITY/NON-DISCRIMINATION**

The Company is an equal employment opportunity employer. Every team member has the right to work in surroundings that are free from all forms of unlawful discrimination. It is the Company's policy to hire, promote, transfer, terminate, and make all other employment-related decisions without regard to a team member's sex (including pregnancy, childbirth, or related medical conditions), sexual orientation, race, color, creed, religion, age, national origin, sensory, physical or mental

disability (including use of a service animal), citizenship, marital or veteran status, genetic information, HIV or hepatitis C status, or any other protected characteristic under local, state, or federal law. The Company will not engage in or tolerate any unlawful discrimination in the workplace based on the above protected characteristics.

The Company will provide reasonable accommodation as necessary and where required by law so long as the accommodation does not pose an undue hardship. This policy is not intended to afford team members with any greater protections than those which exist under federal, state or local law.

The Company requires the reporting of all instances of discrimination and harassment, and prohibits retaliation against any individual who reports discrimination, harassment, or participates in an investigation of such report. Appropriate disciplinary action, up to and including immediate termination, will be taken against any team member who violates this policy. We believe that our continued success depends upon our ability to maintain a leadership role in the attraction, development and retention of a highly competent work force and to create a climate for effective and productive use of our team members. Our management is guided by ethical standards that comply with legal requirements. These standards will be implemented consistently by the Company to ensure that equality is afforded to all applicants and team members.

## **14.0 REASONABLE ACCOMMODATION**

### **14.1 Disability**

Team Members with a physical or mental condition that significantly impacts a major life activity may need reasonable accommodation to enable them to perform essential job functions. Any team member who believes they need reasonable accommodation should notify their supervisor, manager, or next level manager. The need for accommodation, as well as what is reasonable, is determined on an individual basis. Generally, the Company and team member engage in an interactive process, and may involve the team member's healthcare provider to confirm the existence of a condition, its limitations, and possible reasonable accommodations. The team member has an obligation to cooperate with the Company in the process, which may include authorizing the team member's healthcare provider to exchange information with the Company about the team member's ability to perform their job duties, limitations and medical restrictions, and possible reasonable accommodations. The Company may require that the team member's healthcare provider provide certification or verification of such.

### **14.2 Pregnancy and Lactation Accommodation**

The Company recognizes that during a team member's pregnancy, she may need certain accommodations to perform her job. Upon request, the Company will provide the following accommodations during pregnancy: (1) frequent, longer, and/or flexible restroom breaks; (2) modify any existing no food or drink policies; (3) provide seating or allow a team member to sit more frequently; or (4) lifting restrictions in excess of 17 pounds.

Upon a team member's request, the Company will engage in the interactive process to determine the need for any additional accommodations, including: (5) job restructuring; (6) temporary transfer to a less strenuous or hazardous position; (7) providing assistance with manual labor (including lifting restrictions less than 17 pounds); (8) schedule flexibility for prenatal appointments; (9) providing reasonable break time for a team member to express breast milk for two years after the child's birth each time the team member has need to express the milk and providing a private location, other than a bathroom, if such a location exists at the place of business or worksite, or working with the team member on alternative accommodations if no locations exists and (10) other accommodations.

The Company may request written information from a healthcare provider regarding the needs for accommodations (5) through (10). Team Members should contact Human Resources with any questions or accommodation requests under this policy.

### **14.3 Religion**

The Company respects the religious beliefs and practices of all team members and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

A team member who believes that their religious beliefs or practices conflict with their job or work schedule, or with the Company's policies or practices, or with other aspects of employment, and who seeks a religious accommodation, must request accommodation from their supervisor, manager, or next level manager. The request should include the type of religious conflict that exists and the team member's suggested accommodation.

The Company will evaluate the request, considering whether a work conflict exists and whether an accommodation is available that is reasonable and would not create an undue hardship on the Company's business or for its other team members. An accommodation may be a change in job or schedule, using time off or leave (with or without pay), allowing an exception to the dress and appearance code which does not affect safety, sanitation, uniform, or appearance requirements, or for other aspects of employment. Depending on the type of conflict and suggested accommodation, the team member may confer with their supervisor/manager or area manager and/or with the Human Resources Department.

The Company respects the religious beliefs and practices of all team members and will make, upon request, an accommodation for such observances when a reasonable accommodation is available that does not create an undue hardship on the Company's business.

### **14.4 Service Animals**

An individual with a disability may request, through the HR Department, a reasonable accommodation under the Americans with Disabilities Act to bring a service animal to work when medically necessary.

The Company will evaluate all requests to bring a service animal into the workplace to determine if the accommodation is reasonable and can be provided without undue hardship. Team Members may be asked to bring the service animal to the workplace to demonstrate the animal's training and ability to be in the workplace without disruption.

If an accommodation is granted to allow a service animal in the workplace, the arrangement may be permitted on a temporary or trial basis. Reasonable behavior is expected from service animals while on company property. Disruptive and aggressive service animals must be removed from the premises immediately and permission to bring the animal to work will be revoked.

All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current, and animals must be in good health. Proof of current vaccinations must be provided to the HR department prior to the service animal coming to work, and must be submitted annually to verify all vaccinations remain up to date.

Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.

Animals must be in an enclosure or on a leash, harness or other type of restraint at all times, unless the team member is unable to retain an animal on leash due to a disability.

The team member must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the team member. The team member is expected to clean and dispose of all animal waste appropriately.

The company has the right to revoke the accommodation in the event the animal is disruptive, poses a direct threat to the health and safety of others or the team member does not take effective control.

## **15.0 SMOKING – E-CIGARETTES**

The Company is committed to minimizing the potentially harmful effects of second-hand smoke on non-smokers, and complying with state regulations and city ordinances. Because smoking, including the use of e-cigarettes or vaping, is a fire hazard, smoking is permitted only in certain designated exterior areas. At car wash and convenience store locations, only one team member at a time may engage in smoking. Smoking is not permitted in any building on Company property. Smoking is also prohibited in any Company vehicle or enclosed area.

## **16.0 GENERAL SAFETY POLICY**

It is the policy of the Company to provide safe working conditions for all team members. The Company requires all team members to behave in a safe manner at all times and to adhere to the following specific safety rules:

- (1) Know and follow the safety rules established for each job. When in doubt, ask before proceeding;
- (2) Report any injury, safety hazard, or damage to property, immediately to the manager, area manager, or Company Corporate Office;
- (3) Keep individual work areas clean and orderly. Untidiness and clutter invites accidents;
- (4) Do not smoke or permit others to smoke in “NO SMOKING” areas;
- (5) Do not allow unauthorized persons to operate equipment or have access to restricted areas;
- (6) When assigned to a job requiring the use of personal protective equipment or clothing, team members must use such equipment without fail. Always dress in a way that will not invite job-related injuries. Team members are responsible to take proper safety measures to ensure that long hair, loose clothing, or jewelry does not put them at risk of injury while performing their duties;
- (7) Store all materials and equipment in their proper areas;
- (8) Bring potential safety hazards to the attention of the supervisor, manager, or Area Manager when you find them; and
- (9) Never engage in horseplay on Company property.

## 17.0 ANTI-HARASSMENT

### 17.1 Harassment Will Not Be Tolerated

The Company is committed to providing a workplace that is free of verbal, physical, and visual forms of harassment so that everyone can work in a productive, respectful, and professional environment. Harassment in employment based on sex, sexual orientation, race, national origin, religion, age, disability, or any other basis prohibited by local, state, or federal law is strictly prohibited. The Company does not tolerate harassment, based upon any protected status, by anyone in the workplace — supervisors, managers, co-workers, or non-team members. Team members who violate this policy are subject to discipline, up to and including termination.

### 17.2 What Constitutes Harassment and/or Sexual Harassment?

- (1) **Examples of Harassment:** Examples of harassment based on race, sexual orientation, national origin, religion, age, or disability can include, but are not limited to:

- Cartoons or other visual displays of objects, pictures, or posters that depict such protected groups in a derogatory way; and
- Verbal conduct, including making or using derogatory comments, epithets, slurs, and jokes towards such groups.

- (2) **Sexual Harassment:** Sexual harassment is broadly defined and includes harassment based on another person's gender, or harassment based upon pregnancy, childbirth, or related medical conditions. It also includes harassment of another team member of the same gender as the harasser. Sexual Harassment may take the form of unwelcome sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
- Submission to or rejection of such conduct affects employment opportunities;
- The conduct interferes with a team member's work or creates an intimidating, hostile, or offensive work environment;

Examples of sexual harassment include, but are not limited to, the following types of behavior:

- Unwelcome sexual advances, like requests for dates or propositions for sexual favors;
- Excessive, one-sided, romantic attention in the form of requests for dates, love letters, telephone calls, emails, or gifts;
- Offering or conditioning an employment benefit, like a raise, a promotion or a special job assignment, in exchange for sexual favors;
- Making or threatening reprisals, or changing performance expectations after a team member has turned down a sexual advance;
- Visual or physical conduct, like leering, making sexual gestures, or displaying sexually suggestive objects, pictures, cartoons, calendars, or posters in the workplace;
- Verbal conduct, like making or using derogatory comments, epithets, slurs, teasing, and jokes of a sexual nature;
- Graphic verbal or written comments of a sexual nature (including emails or other

electronic documents). Unsolicited emails of a sexual nature should be transferred to junk mail;

- Sexually degrading words used to describe an individual;
- Suggestive or obscene letters, emails, notes, or invitations; and
- Unwelcome physical contact, including pats, hugs, brushes, touches, shoulder rubs, assaults, or impeding or blocking movements.

This policy is also violated if a team member is fired, denied a job, or denied some other employment benefit because the team member refused to grant sexual favors, complained about harassment, or assisted in an investigation of harassment.

The Company is committed to taking reasonable steps to prevent harassment from occurring and will take prompt and appropriate action when it is determined that harassment has occurred.

### 17.3 What To Do If Harassment Occurs

Each team member is responsible for supporting and adhering to this policy.

- (1) **Do Not Tolerate It:** Team Members should never tolerate inappropriate behavior. They should make their feelings known to the offending team members if they are comfortable doing so. In many cases if a team member makes his/her feelings known to the offending persons, tells them the conduct is not appropriate, and asks them to stop, this may take care of the situation.
- (2) **Promptly Report Harassment:** However, if any team member is not comfortable doing this or it is not effective, then the team member (including witnessing team members) must promptly report any offending behavior, whether such behavior is directed towards them personally or to other team members at the Company. Reports of offending behavior must be made to the team member's supervisor, manager, or next level manager or Human Resources . Team Members are strongly encouraged to report concerns about discrimination or harassment before behaviors become severe or pervasive, as the Company prefers to stop discrimination or harassment before it may impact a team member's working conditions. Supervisors, managers, or Area Managers who know or receive reports or complaints of offending behavior must promptly notify Human Resources so that appropriate action can be taken.
- (3) **Investigation by the Company:** The Company will promptly and thoroughly investigate all claims of harassment. Complaints of discrimination or harassment will be handled with sensitivity, discretion, and confidentiality to the extent allowed by the circumstances and the law. Managers and Supervisors should not begin investigating complaints until provided with direction from Human Resources or senior management. Generally, this means that allegations of discrimination or harassment are shared with those who have a need to know so that the Company can conduct an effective investigation.
  - (a) **Information:** The complaining team member is usually requested to provide as many details as possible, such as the date(s), location(s), name(s) of witnesses, or information about the alleged harasser(s). Persons with relevant information are interviewed.
  - (b) **During the Investigation:** Steps may be taken, when appropriate, to minimize

contact between the complaining team member and the alleged harasser, like schedule changes, temporary transfers or investigatory leave, usually for the alleged harasser.

- (c) After the Investigation: The Company will share its findings with team members directly concerned with the incident as appropriate.
- (d) Follow-Up Action by the Company: If the Company concludes that unlawful harassment occurred, prompt and effective remedial action will be taken. This may include discipline of the harasser and other actions to remedy the effects of the harassment and prevent further harassment. No retaliation will be taken against any team member who in good faith files a complaint of harassment or assists in the investigation of such a complaint. Team Members who believe they have been retaliated against for having reported harassment or participated in an investigation must promptly notify the Human Resources Department so their concerns can be investigated. Appropriate corrective measures will be taken if allegations of retaliation are substantiated.

#### **17.4 Non-Fraternization Policy:**

While the Company encourages friendly relationships between members of management and their subordinates, it recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform their job. Accordingly, any involvement of a romantic nature between a supervisor, Area Manager, or manager of the Company and anyone they supervise, either directly or indirectly, is prohibited.

Team Members who feel uncomfortable about their supervisor's, Area Manager's, or manager's conduct towards them should immediately report any inappropriate or offensive conduct to Human Resources. The Company will not retaliate against team members who report inappropriate conduct or other concerns regarding this policy.

#### **18.0 MOTOR VEHICLE SAFETY**

This policy applies to:

- Company-owned vehicles;
- Personally owned vehicles being used for Company business; and
- Vehicles rented for business purposes.

#### **18.1 Compliance with Applicable Laws**

All team members operating a motor vehicle under conditions listed above are expected to comply with all traffic laws. Under no circumstance shall a team member travel in excess of legal speed limits. If a team member is issued a moving-violation while operating a vehicle on Company business, the team member is to immediately report the violation. The team member is responsible for defending against and paying for the moving violation. All team members driving on Company business in Company or personal vehicles will be required to follow state law and utilize hands-free devices when using a cell phone. Texting while driving, which is against the law in the State of Washington, is not allowed while driving on Company business. Violation of these rules may be grounds for discipline, up to and including termination.

## **18.2 Prohibited Operation of Company-owned vehicles**

Non-team members are prohibited from operating Company-owned vehicles.

## **18.3 Seat Belts/Shoulder Harnesses**

All team members will use seat belts/shoulder harnesses at all times. All passengers are required to wear seat belts/shoulder harnesses, as well.

## **18.4 Intoxication**

- (1) Team Members will be medically and physically fit at all times when operating any vehicle for Company business;
- (2) No team member may be intoxicated or under the influence of marijuana or illegal drugs while operating any Company vehicle at any time;
- (3) Team Members taking a prescription or over-the-counter medication which limits their ability to drive safely must not drive a Company vehicle nor any motor vehicle for Company business; and
- (4) No team member may operate a Company vehicle, or any motor vehicle for Company business, within eight hours of consuming any alcoholic beverage.

## **18.5 Valid and Current License**

All team members who drive for Company business will maintain a current, valid driver's license.

## **18.6 Accident Reports**

Any team member involved in an accident as a driver or passenger while conducting Company business is expected to submit a complete and accurate written report within five (5) working days of the accident to the Company's General Counsel's office.

## **18.7 Coordination with Other Policies and Applicable Law**

Team Members are subject to the Company's safety policy and alcohol/drug policy while operating a vehicle. This policy will be interpreted and applied in accordance with local, state, and federal laws.

## **18.8 Personal Vehicles Used for Company Business**

Team Member drivers who use their personal vehicles on Company business are required to:

- (1) Maintain Automobile Liability Insurance per the Washington State Revised Code (RCW 46.16). Team Members must have an auto insurance policy with limits of at least:
  - \$25,000 of bodily injury or death of one person in any one accident;
  - \$50,000 of bodily injury or death of any two persons in any one accident;
  - \$10,000 of bodily injury to, or destruction of, property of others in any one accident.
- (2) **Provide Proof of Automobile Liability Insurance:** All team members who drive on



company business are required to provide their manager, Area Manager, or supervisor with a photocopy of the insurance card they carry in their vehicle.

- (3) **Notify of Cancellation:** Team Members who use their personal vehicles for Company business must immediately notify their manager, Area Manager, or supervisor if they cancel their insurance policy, or if same is canceled by their insurance Company.

## **19.0 WORKER'S COMPENSATION**

All team members may be eligible to receive worker's compensation benefits in the event of a work-related injury or illness. The work-related injury or illness must be reported to a supervisor, manager, or Area Manager immediately. They will in turn report the incident to the Company Corporate Office. All paperwork related to on-the-job injuries or illness shall be completed as soon as reasonable following notification of the injury or illness. Failure to timely report an on-the-job illness or injury is a violation of company policy and may lead to discipline up to and including termination.

## **20.0 ENVIRONMENTAL POLICY**

### **20.1 Wastes**

An important part of the service being provided to customers is the opportunity to help conserve water and avoid contaminating ground water by washing a vehicle at home. It is therefore important that team members set an example for customers.

- Do not empty dirty cleaning buckets or any other chemicals into storm drains, into the grass, or onto the lot;
- Do not throw cigarettes or trash into storm drains;
- Follow proper procedures when hosing out the wash or cleaning the lot to prevent road oils, wash solutions, or debris from washing into storm drains.

### **20.2 Gasoline Spills**

In the event of any significant gasoline or diesel spills (e.g., more than five (5) estimated gallons), or in the event any fuel is spilled into storm drains, soil, or surface-water ponds or streams, the following procedures must be followed in the order set forth below:

- (1) Immediately shut down gasoline flow to the dispensers by engaging the emergency shut-off switch;
- (2) Evacuate all customers;
- (3) Do not allow the customers to start their cars as any spark may ignite fuel or vapors;
- (4) Dial 911- Fire Department, Ambulance, Police;
- (5) Use a spill response kit (absorbent materials) to contain the spill and to prevent gasoline from entering storm drains, soil, and surface-water ponds or streams;
- (6) Place used absorbent material into an approved container for such materials;
- (7) Call the manager and Area Manager if gasoline entered a storm drain, soil, or surface-

water ponds or streams;

- (8) Managers or Area Managers shall then immediately contact the General Manager;
- (9) After consultation with the General Manager, the manager or Area Manager will contact the following agencies:
- (10) Washington State Emergency Management: 1-800-258-5990
- (11) National Response Center: 1-800-424-8802
- (12) Appropriate regional office of the Department of Ecology, Northwest Region: 425-649-7000 (Kitsap, King, Snohomish Counties), Southwest 360-407-6300 (Pierce and Thurston Counties, Eastern Washington (Spokane): 509-329-3400).
- (13) Report spill
- (14) Obtain case number from operator
- (15) Obtain operator's name

## **21.0 COMPANY PROPERTY**

- (1) Care: A team member is expected to exercise care in their use of Company property or funds, and to use such only for authorized purposes. Negligence in the care and use of Company property, or the unauthorized removal of Company property from the premises, or its conversion to personal use, will not be tolerated.
- (2) Return: Company property (including Company-supplied jackets and ties) issued to a team member must be returned at the time of separation from the Company, or earlier if the team member's supervisor, manager, or area manager requests its return.
- (3) Replacement Cost: The replacement cost of any property issued and not returned may be deducted from a team member's paycheck in accordance with state law. Team Members will be required at the time any property is issued to sign an authorization for such payroll deductions.

## **22.0 POSSESSION OR USE OF PROHIBITED ITEMS/SUBSTANCES ON COMPANY PROPERTY**

- (1) Prohibited Items on Company Property. Under no circumstances are the following items permitted on Company property, including parking areas: all types of firearms; switchblade or other types of knives; explosives; chains; unauthorized chemicals; or other objects capable or intended to injure or intimidate.
- (2) Drugs and Alcohol. The possession, use, and/or transportation of alcoholic beverages, marijuana, illegal drugs, controlled substances without a valid prescription, or other intoxicants by team members while on duty, or while off duty on the Company's property, is strictly forbidden.

## **23.0 TRADE SECRET AND CONFIDENTIALITY POLICY**

During employment at the Company, team members may have access to, or become acquainted

with, various Company trade secrets and/or confidential information. All files, records, documents, drawings, specifications, and similar items relating to the business of the Company are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company except as required in the course of employment with the Company and only when authorized by a supervisor, manager, or Area Manager.

At no time during or after employment with the Company are team members to directly or indirectly misuse, misappropriate, or disclose any of the trade secrets, or confidential, or proprietary information relating to the Company as described below:

- Financial statements
- Number of vehicles washed
- Number of Wash Club Members
- Amounts of deposits
- Company bank and credit card numbers
- Dollar amounts of shift bags
- Amounts of drops
- Amounts in any cash drawer
- Safe combinations
- Customer records or information
- Dollar amount of damage claims
- Costs per car
- Birthdates or Social Security numbers, or other nonpublic information of team members
- Over/short amounts
- Cash control procedures

The above examples are examples only, and are not intended to constitute an exhaustive or inclusive list. Other misappropriation or disclosure of trade secrets, or confidential or proprietary Company information, may be grounds for discipline, up to and including termination. Nothing in this policy, however, prohibits team members from sharing information about their own employment terms with another person.

In addition, team members are responsible for preventing accidental disclosure of confidential information, including the sanitation of non-reusable electronic media before disposal. Similar to shredding paper reports, CDs and other non-rewritable media should either be broken or defaced by scratching before disposal to protect confidential Company information.

## 24.0 EXTERNAL COMMUNICATIONS

- (1) **Notify your Supervisor:** Team Members occasionally may be contacted by outside third parties, including the media and attorneys, requesting information about the Company. Team Members contacted by an outside third party shall immediately refer the outside third party to their supervisor, who should then contact the Company's General Counsel.
- (2) **No Entry:** From time to time, people will stop by to look at and learn from the car wash process. Do not allow anyone to enter an equipment room or wash tunnel unless first approved by the manager. Get the name, and if possible, a business card from anyone visiting the location who is not accompanied by a manager.
- (3) **Sharing Information:** Team Members shall not provide any information concerning the Company unless authorized to do so by their manager. This does not preclude a

team member from discussing their personal terms and conditions of employment with outside third parties if the team member so chooses.

## **25.0 PCI COMPLIANCE POLICIES**

PCI compliance is adherence to the set of policies and procedures developed to protect credit, debit and cash card transactions and prevent the misuse of cardholders' personal information. All card brands require compliance with the Payment Card Industry Data Security Standard (PCI DSS).

PCI compliance is meant to ensure the security of all aspects of the credit card ecosystem, including, but not limited to, wireless hotspots, e-commerce applications, point of sale systems, mobile devices, computers and servers. It also protects cardholder data from data breaches as it moves across the network and is transmitted to and from service providers. This includes security around paper records as well.

These policies will be presented to team members upon hire, annually, and upon promotion if required. Training will consist of a written and verbal, (video format or in person review). Both are required to be completed and acknowledged. The most up to date policies are stored on the company intranet page and also on our Payroll/HR platform.

- **Acceptable Use Policy 2.0R**
- **Confidential Data Policy 2.0R**
- **Data Classification Policy 2.0R**
- **Data Retention Policy 2.0R**
- **Background Check Policy 2.0R**
- **Information Security Policy 2.0R**
- **IT Change Management Policy 2.0R**
- **Configuration Standards Policy 2.0R**
- **IT Data Backup Policy 2.0R**
- **IT E-Mail Policy 2.0R**
- **IT Firewall Management Policy 2.0R**
- **IT Incident Response Policy 2.0R**
- **IT Logical Access Policy 2.0R**
- **IT Mobile Device Policy 2.0R**
- **IT Network Security Policy 2.0R**
- **IT Password Policy 2.0R**
- **IT Security Awareness Policy 2.0R**
- **Physical Security Policy 2.0R**
- **Risk Assessment Policy 2.0R**
- **Vendor Management Policy 2.0R**
- **Web Application Development Policy 2.0R**
- **Web Application Security Policy 2.0R**

## **26.0 ELECTRONIC COMMUNICATIONS POLICY**

This policy sets forth general principles to be applied to use of the Company's electronic media and

services (computers, email, telephones, voicemail, fax machines, external electronic bulletin boards, on-line services, and the Internet). It applies to all electronic media and services which are accessed on or from Company premises; accessed using Company computer equipment, or via Company-paid access methods; and/or used in a manner which identifies the individual with the Company.

## **26.1 No Right of Privacy Company Electronic Systems**

- (1) All email, voicemail, and other electronic data accessed through, created on, or stored by Company property is the property of the Company. Such data is not private and does not belong to the team member, despite any such designation by either the sender or the recipient.
- (2) The Company reserves the right, in its discretion and without team member permission, to review any documents or electronic files created or stored on our systems, as well as team members' voice or email messages and Internet usage to the extent necessary to ensure that electronic systems are being used in compliance with the law and with Company policies. The Company may also monitor its email and voicemail systems, as well as Internet usage – including a team member's mailbox or Internet "history" – at its discretion in the ordinary course of business. Please note that in certain situations, the Company may access and disclose messages sent over its systems to others, such as law enforcement agencies.
- (3) Team Member privacy does not extend to the team member's work-related conduct or to the use of Company-provided equipment or supplies. Therefore, team members should never assume electronic communications are private or confidential.
- (4) The existence of passwords and "message delete" functions do not restrict or eliminate the Company's ability or right to access password protected or deleted electronic communications.

## **26.2 Internet and Network Procedures**

- (1) Team Members working at the car washes or convenience stores are prohibited from using Company computers to access the Internet for personal purposes.
- (2) Any unauthorized use of the Internet or network by team members at the Company's Corporate Office is strictly prohibited. Unauthorized use includes, but is not limited to: personal use that involves anything beyond a de minimis amount of time; uses for profit, or for proselytizing political, religious, or charitable causes; chain letters; or uses that would otherwise violate Company policies; connecting, posting, sharing, or downloading sexually explicit materials, or materials containing ethnic, religious, or racial slurs or epithets; engaging in computer "hacking" and other related activities; or attempting to disable or compromise the security of information contained on Company computers.
  - (a) Under no circumstances shall Company information of a confidential, sensitive, or otherwise proprietary or compromising nature be placed on the Internet. This does not preclude a team member from discussing their personal terms and conditions of employment with third parties if the team member so chooses.
  - (b) The Company's Internet access and computer systems may not be used to infringe the copyright or other intellectual property rights of third parties or

engage in any other illegal or wrongful conduct.

- (c) Users may not establish Internet or other external network connections that could allow unauthorized persons to gain access to Company systems and information.
  - (d) Team Members are prohibited from attempting to, or altering, any computer or network settings on any Company computer.
- (3) The Company requires authentication to uniquely identify users of its systems. The following is a partial list of procedures to enforce unique identification and user tracking. This is part of a more comprehensive policy, which will be reviewed annually.
- (a) Passwords will be unique with specific characters.
  - (b) Passwords are for the individual user and must not be shared with others, under any circumstances, including IT Department Personnel, managers and supervisors.
  - (c) When prompted, passwords will be changed.

### **26.3 Equipment and Software**

- (1) Team Members are prohibited from downloading any files or software to a Company computer without the prior authorization of the IT Department.
- (2) All software installed must be properly licensed to the Company.
- (3) Team Members are prohibited from connecting any non-Company-supplied devices, equipment, or software to any Company computer.
- (4) Team Members are prohibited from inserting or attaching any non-Company-supplied floppy discs, CDs, memory sticks, DVDs, or similar devices into any Company computer.

## **27.0 SOCIAL MEDIA POLICY**

The Company recognizes that some team members may choose to share personal information on the Internet through personal websites, Facebook, Tweets, blogs, forums, newsgroups, or chat rooms, by uploading content, or by making comments on other websites or blogs. For simplicity, this policy collectively refers to these devices as “social media.” Please remember that as new devices and technologies become available, this policy will still apply even though the next device or site is not referenced by name in this policy.

The Company acknowledges that team members may engage in these forms of personal expression outside of work. Some office personnel may also be using social media as part of their Company duties. In any event, this policy is intended to provide guidance for both work-related and personal use of social media while respecting team members’ right to communicate with each other regarding their terms and conditions of employment (e.g., hours, wages, and working conditions).

Unless required by their employment with the Company, team members may not use Company resources for social media purposes. Team Members are expected to adhere to all policies with respect to use of the Company’s computers, Internet access, and other equipment.

## **27.1 Social Media Guidelines**

Those who use social media outside of work should remember the following guidelines:

- (1) The Internet may be forever. Everything written on the Web can be traced back to its author one way or another. Information is backed up often and repeatedly, and posts in one forum are usually replicated in others through trackbacks and reposts or references.
- (2) Personal posts or messages can influence others' views of you professionally. Although one may expect that only friends will view whatever is posted, in fact clients, customers, family members, regulators, supervisors, and coworkers can easily see anything posted on the Internet. That information may alter views of the individual or the Company. We specifically do not condone, and caution against any posts of, or links to, any materials that are discriminatory, harassing, or indecent on any personal site. Photos posted should always reflect professionalism.
- (3) Maintain confidentiality. The Company's trade secret and confidentiality policy, as outlined above, applies with equal force to social media.
- (4) Team Members are responsible for what they post. Anyone who posts online is responsible for what is written or presented online, both in a personal or professional capacity. The Company may elect to discipline its team members for commentary, content, or images, in either personal or work-related postings, that are defamatory, pornographic, unethical, harassing, or that similarly reflect poorly on the Company or violate the Company's policies or common sense. Team Members, however, will not be disciplined for engaging in concerted action that may be protected by federal, state, or local laws.
- (5) Team Members should emphasize that they do not speak on behalf of the Company. When posting online, team members should be clear that any views expressed do not necessarily reflect the Company's views. They may not use Company trademarks, logos, or other images on personal sites. To help reduce the potential for confusion, any personal blogs should include the following notice (or something similar) in a reasonably prominent place: "The views expressed are mine alone and do not necessarily reflect the views of my employer."
- (6) Social network friends may be separate from team member work relationships. Participation in Facebook (and similar sites) as a personal network need not extend to coworkers or customers. Team Members should feel free to say "no" to friend requests from clients, vendors, coworkers, or the like. Team Members should understand and use the levels of privacy control available on personal social media accounts.

## **28.0 SELLING AND SOLICITATION**

### **28.1 Non-Team Members:**

Except for legitimate Company purposes, and with prior authorization, individuals not employed by the Company may not at any time solicit, survey, petition, or distribute literature on any Company property. This policy includes charity solicitors, salespersons, questionnaire surveyors, union organizers, or any other solicitor or distributor.

## **28.2 Team Members:**

Team Members may not solicit each other for any purpose during work time. Work time includes that time for which the team member is paid and expected to be performing services for the Company. Non-work time includes breaks, meal periods, and before/after work. Team Members may not distribute literature at any time in work areas. Non-work areas include break areas.

## **29.0 TEAM MEMBER GRIEVANCES**

The Company is committed to facilitating open communications to discuss team member questions, issues, and concerns. The Company is also committed to providing team members an internal process for resolving concerns or complaints. Team Members are encouraged to informally discuss questions, issues, and concerns with their supervisors, managers, or other members of leadership.

When informal measures are insufficient to resolve a specific employment-related issue, team members are encouraged to utilize the following formal internal procedure. The Company will not retaliate against any team member who presents a concern or complaint under this policy or raises any questions, issues, or concerns regarding their employment with the Company, so long as such effort is made in a respectful, professional manner in good faith by the team member.

### **29.1 How to Handle:**

- (1) Promptly Notify Management: All team members are urged to bring workplace problems and concerns promptly to the attention of their supervisor, manager, or Area Manager in order to provide the Company with an opportunity to review and resolve the situation. If the problem or concern involves a team member's immediate supervisor, manager, or Area Manager and they are reluctant to discuss it with him or her; they should feel free to directly contact Human Resources, or their supervisor's supervisor.
- (2) Writing Preferred: Team Members are encouraged to state their grievance in writing to their immediate supervisor, manager, or area manager—who will then take appropriate action with the Company's leadership. The complaining team member is usually requested to provide as many details as possible, such as the date(s), location(s), name(s) of witnesses, or information about the alleged problem.
- (3) Company Response: Upon being advised of a problem or concern, management will try to initially respond to the team member within five (5) business days.
- (4) Investigation: If the team member is not satisfied with the supervisor, manager, or Area Manager's response, Human Resources will investigate the grievance upon the team member's request. The investigation will occur as soon as reasonably practicable following the team member's complaint. During the investigation, persons with relevant information may be interviewed as needed. Steps may be taken, when appropriate, to minimize contact between a complaining team member and coworker(s) who are allegedly contributing to a workplace problem/concern, such as schedule changes, temporary transfers, or investigatory leave. The investigation will be completed promptly and appropriate action will be taken to resolve the problem or concern. Where appropriate, the Company will share a summary of its findings with the complaining team member, any alleged offenders, and others directly concerned with the problem.

Team Members will **not** be subject to reprisal for pursuing a grievance in good faith through the



procedures outlined above.

### **30.0 RESIGNATION/TERMINATION**

Consistent with the “at-will” employment relationship between the Company and the team member, the Company may terminate a team member at any time, with or without cause, with or without notice. Team Members may also resign their “at-will” employment with the Company at any time, with or without cause, with or without notice. However, the Company requests that a team member who is resigning provide a courtesy two-week written notice for non-exempt team members or one-month written notice for exempt team members. Failure to adhere to this request may result in the team member becoming ineligible for rehire with the Company.

#### **30.1 Company Property:**

All terminated team members must return all Company property including but not limited to keys, credit cards, Company books and papers, team member identification cards, Company clothing, vehicles, equipment, etc., on or before their final day.

#### **30.2 Termination Pay:**

Termination pay for all team members includes pay for work performed through the last day worked.

#### **30.3 Bonuses:**

If a team member is terminated for violation of Company policy or other wrongful conduct, the Company reserves the right to withhold payment of any bonus monies for which the team member may otherwise have qualified.

#### **30.4 Unused Vacation:**

Qualifying team members may be paid out for accrued but unused PTO, only as set forth in Section 8.6.

#### **30.5 Deductions:**

Final pay will be reduced in accordance with state law by:

- Required legal deductions;
- Medical, dental, vision, life and AD&D team member premiums due. Insurance ends the last day of the month, in which the team member last worked.
- Authorized deductions for any amounts the team member owes the Company for unreturned Company equipment or unpaid advances; and
- Authorized deductions for any outstanding monies owed by the team member to the Company.

#### **30.6 Time of Termination Pay:**

Final paychecks will be made available on the next regularly scheduled payday following the date of termination. The only exception will be if the team member qualified and is eligible for a bonus, that will be paid the following month.



## TEAM MEMBER'S STATEMENT OF UNDERSTANDING

1. I, \_\_\_\_\_, acknowledge that I have received and will read the Handbook dated November 13, 2024. I understand the Handbook summarizes various employment policies and procedures applicable to my employment with the Company.
2. I understand that the Company expects a high level of professionalism and customer service from me.
3. I acknowledge that I have been offered an opportunity to ask questions regarding the policies set forth in the Handbook.
4. I understand that the Handbook is not an employment agreement or contract for employment. I have been told and I understand that my employment with the Company is "at-will" which means it may be terminated at any time, with or without cause, with or without notice, by either the Company or me. I also understand that I may be demoted, my job responsibilities may change, or my benefits altered after I accept employment with the Company with or without cause and with or without notice.
5. I understand that this Handbook supersedes any prior Handbooks or policy manuals regarding employment with the Company issued by the Company.
6. I understand that the Company may add to, modify, or delete any of the policies and procedures contained in the Handbook from time to time. I also understand that the Company may make exceptions to its policies and procedures at its discretion.
7. I agree to perform my job and otherwise act in a manner consistent with the Handbook and any subsequent additions, modifications, or deletions, which may be implemented by the Company during my employment.

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(Team Member Signature)

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(Print Name)

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

***ELECTRONIC SIGNATURE IS THE PREFERRED METHOD FOR ACKNOWLEDGMENT AND WILL BE SAVED DIGITALLY. WHEN PHYSICALLY SIGNING THIS STATEMENT, REMOVE IT FROM THE HANDBOOK AND IT WILL BE RETAINED IN THE TEAM MEMBER'S PERSONNEL FILE AT THE CORPORATE OFFICE.***