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ALLIANCE OF PROFESSIONALS & CONSULTANTS, INC.

# EMPLOYEE HANDBOOK



*"Professionals serving Professionals."*®

APC CONFIDENTIAL  
JANUARY 2026

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## GENERAL INFORMATION

It is a pleasure to welcome you as an employee to Alliance of Professionals & Consultants, Inc. ("APC"). We hope you will find your work with us to be interesting, challenging, and rewarding.

This handbook reflects APC's policies and rules, and employee benefits in effect, as they apply to you, at the time of this publication. APC reserves the right to change and has the discretion to interpret all policies, rules and regulations, and benefits.

### **At-Will Employment**

Your employment with APC is at-will. This means that neither you nor APC has entered into a contract regarding the duration of your employment. You are free to terminate your employment with APC at any time, with or without reason. Likewise, APC has the right to terminate your employment, or otherwise discipline, transfer, or demote you at any time, with or without reason, at the discretion of APC.

No employee of APC can enter into an employment contract for a specified period of time, or make any agreement contrary to this policy without the written approval of the President.

If you have any questions regarding this handbook, please contact your APC supervisor or Human Resources.

**NOTHING CONTAINED IN ANY SECTIONS OF THIS BOOK SHALL BE CONSTRUED AS CREATING AN EXPRESS OR IMPLIED OBLIGATION ON THE PART OF APC. THE LANGUAGE IN THIS HANDBOOK IS NOT INTENDED TO IMPLY AND IS NOT A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME. THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT.**

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## LETTER FROM THE PRESIDENT & CEO

Welcome!

Welcome to Alliance of Professionals & Consultants, Inc. (APC).

We are committed to being your employer of choice. Besides a challenging experience and appropriate compensation to help you reach your goals and objectives, APC provides you with an employee's Bill of Rights - PRIDE:

- **Professional** - The right to be treated as a professional with respect, openness, and honesty.
- **Recognition** - The right of individual recognition for special achievement, and acknowledgement of your contributions.
- **Involvement** - The right to full awareness of your roles and responsibilities and how each relates to APC's corporate goals.
- **Development** - The right to career growth, training, and to be coached and mentored.
- **Empowerment** - The right to be heard and understood.

The mission of APC is to provide our clients with results-focused professional services. We differentiate from competitors by you developing a trusted, strategic partnership with our client. This consists of you:

- using a **Results-Oriented** approach,
- taking **Problem Ownership**,
- providing effective **Leadership**,
- with a **Team Player Attitude**, and
- maintaining **State-of-the-Art Skills**.

Founded in 1993, APC stands firmly on our core values:

- **Be of Service**
- **Make It Happen**
- **Do The Right Thing, Always**

We feel confident that this new opportunity will live up to your expectations, and your experience with us will be a rewarding one.

Together, we live our corporate motto "*Professionals serving Professionals*" ®.

Troy Roberts  
President & CEO

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## KEY BUSINESS POLICIES

### 3.1 QUALITY POLICY

APC clients and professionals alike have been aware for years of APC's commitment to quality in all that we do. APC is committed to consistently provide quality services that meet our customers' requirements and that we continually strive to enhance and improve through the effective application of our quality management system. A clear demonstration of this recognition by our customers is APC's nomination by the worldwide Chief Procurement Officer of IBM Corporation and National Minority Supplier Development Council's confirmation of Corporate Plus status for APC. Of over 16,000 thousand corporate members, only a small number of businesses have been selected for this honor as a firm that consistently provides world class quality and service on a national or international basis.

Quality Policy Statement: APC provides the right person with the right skills where the client needs them.

Objectives:

1. APC will provide a high level of Client Satisfaction. This will be determined by being selected by the client as one of their primary suppliers.
2. APC will be the employer of choice. This will be determined by having an employee-initiated turnover of less than 15%.

### 3.2 EQUAL OPPORTUNITY POLICY

It is APC's policy to provide equal employment opportunity and individual growth opportunities to all applicants and employees in accordance with all applicable federal, state and local laws. Our policy on this subject is founded on sound business judgment that embodies the spirit of equality and opportunity.

APC hires, compensates, promotes, terminates and makes all other employment decisions concerning employees and applicants without regard to their race, color, creed, religion, national origin, age, gender, sexual orientation, gender identity, disability, veteran status, genetic information or any other basis prohibited by law.

APC will attempt to reasonably accommodate disabled employees and job applicants to permit them to perform the essential functions of their jobs in a safe and efficient manner. APC will afford reasonable accommodation to qualified applicants and employees with a known disability, provided that the accommodation does not cause undue hardship to APC or its clients, or irrespective of the accommodation, that such individuals do not pose a direct threat to the health and safety of themselves or others.

APC also has the responsibility to ensure a working environment that is free of all forms of discrimination and harassment.

### **3.3 AFFIRMATIVE ACTION POLICY**

APC has developed an Affirmative Action Program meeting all federal requirements.

APC is required to act affirmatively in all employment actions and to prepare an Affirmative Action Program that will be administered without regard to race, color, religion, sex, age or national origin, individuals with a disability or veterans of the Vietnam era.

The Affirmative Action Program describes the policies, practices and procedures implemented by APC to employ and advance in employment, at all levels of administration and non-administration, qualified individuals without regard to race, color, religion, sex, age, national origin, individuals with a disability or veterans of the Vietnam era.

### **3.4 AMERICANS WITH DISABILITIES ACT (ADA) AND ADA AMENDMENTS ACT (ADAAA) POLICY**

For purposes of this policy, the term "disability" is defined in accordance with the ADA and ADAAA, which include physical or mental impairments that substantially limit one or more major life activities, a record of such an impairment, or being regarded as having such an impairment.

Alliance of Professionals & Consultants, Inc. is committed to providing reasonable accommodations to qualified individuals with disabilities to enable them to perform the essential functions of their job, unless doing so would impose an undue hardship on the company. Employees are encouraged to request accommodation through APC's Human Resources Department.

Employees or applicants who believe they need accommodation should contact APC's Human Resources Department to initiate the interactive process. Requests for accommodation will be considered on a case-by-case basis.

The company will engage in an interactive process with the individual requesting accommodation to determine the most effective and reasonable accommodation. This process may involve discussions with the employee, medical professionals, and other relevant parties.

Information related to an employee's disability and accommodation requests will be kept confidential to the extent permitted by law. Only those individuals involved in the accommodation process will have access to such information.

Alliance of Professionals & Consultants, Inc. prohibits retaliation against individuals who request or receive accommodations under the ADA or ADAAA. Retaliation is a violation of company policy and may result in disciplinary action, up to and including termination.

### 3.5 SUSTAINABLE PROCUREMENT AND ENVIRONMENTAL POLICY

It is the policy of Alliance of Professionals & Consultants, Inc. (APC) to practice a continuous improvement approach to understanding and taking appropriate responsibility for any environmental, social, and economic impacts of its purchasing. APC shall consider impacts and prioritize actions in alignment with APC's values, and compliance with any applicable regulations.

This Policy is adopted in order to align the APC's purchasing with its desire for *risk reduction, natural resource reduction and sustainable production*.

APC will practice a continuous improvement approach to understanding and taking appropriate responsibility for reducing the adverse environmental and economic impacts of its purchasing.

All APC employees shall review the Core Strategies when planning and designing projects, developing project and operations budgets, writing service specifications, making purchasing or supplier decisions, and developing and managing APC contracts and price agreements as applicable.

APC is dedicated to the responsible use of natural resources, including energy, water, and raw materials. We will continually seek ways to minimize waste and maximize efficiency.

Prior to making new purchases, employees are expected to consider: the need for the purchase; opportunities to extend the life of the existing item or material; and meeting the operational need through a different means (rent vs buy).

1. Utilize processes, technologies, products, or services that reduce consumption of natural resources or chemicals.
2. Employ processes, technologies, products, or services that reduce waste.
3. Invest in energy and fuel-efficient products, services, and technologies that result in a reasonable paybacks period (less than 5 years or less).
4. Seek out, specify, and purchase products that minimize exposure of Substances of Very High Concern to people and the environment.

### 3.6 DATA PRIVACY POLICY

Alliance of Professionals & Consultants, Inc. (APC) is committed to protecting the privacy and security of personal information.

We collect information through our onboarding portal, website, surveys, emails, and other legitimate sources as necessary for employment related purposes.

This may include but is not limited to name, address, phone number, demographics, bank information, marital status, etc.

We implement reasonable and appropriate security measures to protect personal information from unauthorized access, disclosure, alteration, and destruction. These include data encryption, masking/obfuscation, access controls, etc.

We may share personal information with authorized personnel or third parties for the purposes outlined in this policy. We do not disclose your information to anyone without your consent, except where required by law.

If you have any questions or concerns, please contact our Data Protection Officer Scott Roberts, COO [sroberts@apcinc.com](mailto:sroberts@apcinc.com)

## **KEY EMPLOYMENT POLICIES**

This section contains a number of employment policies of APC. It is very important that you read and understand these policies. Any questions or concerns you may have regarding these policies should be discussed with your APC supervisor or someone in APC's HR Department.

APC may issue additional policy statements and has the right to change existing policies at any time without prior notice. The following policies are not to be interpreted as all-inclusive.

- Ethics Policy
- Zero Tolerance Policy
- HIPAA - Uses and Disclosures of Private Health Information
- Background Check Policy
- Pay Transparency Policy
- Electronic Media Usage Policy
- Social Media Policy
- Sexual Harassment Policy
- Retaliation Policy
- Whistleblower Policy
- Drug Free Work Environment Policy
- Absence Notification Policy
- Guidelines
- Conduct Policy
- Driving Policy
- Generative AI Policy
- Jury Duty Policy

These employment policies supersede any prior policies, handbooks, documents, communications, or representations, whether written or oral, concerning all matters therein.

### **4.1 ETHICS**

APC is committed to principles of ethics and lawful conduct. All professionals are expected to comply with the law and adhere to the highest standard of ethics. This policy statement describes aspects of the company's basic philosophy regarding ethical

Corporate Conduct. The words “professional(s)” or “you” in this document refer to APC employees working at APC or on behalf of APC at our client’s site.

APC’s basic principles of the Code of Ethics and Corporate Conduct (“Code”) rest upon honesty and fair dealing with clients, employees, and fellow suppliers. APC must conduct its affairs with integrity and honesty. Competing aggressively and fairly is consistent with the company’s high ethical standards. In fulfilling their responsibilities, all professionals should be guided by these basic principles.

Professionals are responsible for advancing APC’s reputation for honesty and fairness. By conducting business in accordance with this policy statement, APC will be able to maintain its reputation as a company of the highest integrity.

### **REPORTING OF CODE VIOLATIONS**

APC provides several different channels to report violations or potential violations of this Code, including your manager, human resources, legal, and APC’s Ethics Officer. If you have good reason to believe that a violation of the Code or a violation of a contract provision has occurred, or you are asked to violate the Code or a contract provision, don’t remain silent. Report such violations, or suspected violations. Depending on the circumstances, failure to report may itself violate this Code. Remember that no unethical or illegal acts can be justified by saying that they benefited the Corporation, or that they were directed by a higher authority in the organization.

In addition to reporting violations, you are encouraged to contact APC’s Ethics Officer to discuss any ethics question or concern. When faced with an ethical dilemma, it is always better to obtain guidance before acting. The following are some of the confidential ways that you can communicate with APC’s Ethics Officer:

Phone: 919-510-9696 (and ask to speak with the Ethics Officer)

Email: [ethics@apcinc.com](mailto:ethics@apcinc.com)

Fax: 919-510-9668

Write: Ethics Officer

8200 Brownleigh Drive

Raleigh, North Carolina 27617

#### What to Expect When Contacting APC’s Ethics Officer

- You will be treated as a professional
- You will not be required to identify yourself – you can send an anonymous e-mail, letter or call
- Communication will be kept confidential
- You can request a follow up on the issue to be informed of the outcome. Due to privacy issues you may not be informed of disciplinary action that was taken (if any) as a result of the investigation
- Your communication will be taken seriously

Remember, there is never a penalty for contacting the Ethics Officer in good faith. People in a position of authority cannot stop you; if they try, they are subject to disciplinary action up to and including termination. APC will not tolerate retaliation against professionals who raise concerns to any source in good faith.

### **PROTECTING APCs ASSETS AND OUR CLIENTS' ASSETS**

APC's security practices are intended to protect all the company's and its client's assets -- their people, their property and proprietary information. Therefore, every employee is responsible for protecting APC and client property entrusted to him or her, for using that property and information as authorized by management and for helping protect APC and its client's assets in general. Be alert to any situations or incidents that could lead to the loss, misuse, or theft of company property. Report all such situations to your supervisor or the proper authorities as soon as they come to your attention.

### **4.2 ZERO TOLERANCE POLICY**

The purpose of this Zero Tolerance Policy is to ensure a safe, respectful, and productive environment for all employees, clients, and vendors. Alliance of Professionals & Consultants, Inc. (APC) is committed to maintaining the highest standards of behavior and ethical conduct, and any violation of these standards will result in immediate disciplinary action. We believe that adherence to this Zero Tolerance Policy will contribute to the success and reputation of our company.

This policy applies to all employees, contractors, vendors, clients, and anyone who interacts with the organization in any capacity, both on and off company premises, during working hours, and at any events or activities related to the organization.

#### **Prohibited Behaviors:**

- Drug Use:
  - The use, possession, distribution, or being under the influence of illegal drugs, controlled substances, or alcohol while on company property or during company activities is strictly prohibited. Employees must comply with all relevant laws regarding drug and alcohol use.
- Sexual Harassment:
  - Sexual harassment, including any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature, is not tolerated. This includes behavior that creates a hostile, intimidating, or offensive work environment.
- Violence:
  - Acts or threats of physical violence, including but not limited to assault, battery, or intimidation, are strictly prohibited. Employees are expected to treat each other with dignity and respect at all times.
- Fraud:
  - Any act of dishonesty or misrepresentation, including but not limited to falsifying records, misappropriating funds, or engaging in deceptive practices,

- is strictly forbidden and will result in immediate termination and potential legal action.
- Bribery and Corruption:
    - APC strictly prohibits any form of bribery or corruption, whether direct or indirect, by any employee, or representative of the company. APC strictly prohibits facilitation payments. No employee or representative is allowed to make or accept any form of facilitation payment to or from any third party. Accurate and transparent record-keeping is vital in combating bribery and corruption. All financial transactions must be accurately and fairly recorded in accordance with applicable accounting standards and company policies.
  - Racial or Gender Discrimination:
    - Discrimination based on race, gender, ethnicity, nationality, religion, disability, age, sexual orientation, or any other protected characteristic is prohibited. All employees are entitled to an equal opportunity and fair treatment in all aspects of their employment.
  - Gross Misconduct:
    - Gross misconduct refers to any behavior that is so severe that it undermines the trust and respect necessary for employment. This includes theft, dishonesty, violent behavior, drug or alcohol abuse, insubordination, or other actions that breach the core values of the organization.

**Reporting Violations:**

Employees are encouraged to report any suspected violations of this policy promptly. APC will ensure confidentiality and protection from retaliation for individuals reporting in good faith.

**Consequences of Violation:**

Violations of this policy will result in disciplinary action, which may include termination of employment, legal action, and other remedies as deemed appropriate.

Thank you for your commitment to upholding our ethical standards.

**4.3 HIPAA - Uses and Disclosures of Private Health Information**

This policy governs APC's treatment of the Protected Health Information (PHI) of its group health plan participants and beneficiaries, as well as the treatment of Client PHI for which an APC professional has access while on a client assignment. The term "Client" may also include the customer, subsidiary, or business partner of the Client. This policy and related procedures are intended to comply with the Health Insurance Portability and Accountability Act of 1996 privacy rules ("HIPAA").

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## PRIVATE HEALTH INFORMATION REQUESTS, ACCESS, USES AND DISCLOSURES

APC does not create or receive PHI except in the case of a workers' compensation claim, unless it is provided by the professional to APC, or where the Client provides PHI access to the APC professional in connection with the requirements of HIPAA, or as it pertains to any Client related rules regarding the disclosure of PHI.

APC does have access to summary data and de-identified information used solely for the purpose of getting renewal and new group health plan bids.

For purposes of APC's group health plan, an APC employee may voluntarily reveal minimal Protected Health Information to the Privacy Officer or a Human Resources representative after completing the Authorization Form, located on the employee website in the Employee Forms section, so that either may act as an employee advocate in claims disputes or in procuring other group health plan related services. Any Protected Health Information disclosed to the Privacy Officer or a Human Resources representative in connection with APC's group health plan will not be disclosed to other members of APC's management team unless necessary, or as required by law to do so, and it will not be used in employment-related actions or decisions.

### EXCEPTIONS

APC may disclose Protected Health Information to which it or its employees have access in the following situations:

- If we are required to do so by federal, state or local law.
- When necessary to avert a serious threat to health or safety to you or to the public or another person
- For workers' compensation or other programs that provide benefits for work-related injuries or illnesses
- For public health activities including disease prevention or control
- If the information is subpoenaed or requested as the result of a lawsuit or dispute.

In all of the above situations, you have a right to an accounting of disclosures. To request this accounting of disclosures, you must submit in writing the Request for Accounting of Disclosures of Protected Health Information form. You may request this form from APC Human Resources by sending an email to [hr@apcinc.com](mailto:hr@apcinc.com).

### PERSONNEL RECORDS AND PERSONAL INFORMATION

It is your responsibility to keep personal information up to date on APC records, including home and work addresses, as well as contact information such as home or cell phone number, and email address. You can inform the Human Resource Department of these changes. When you have other changes to report (such as payroll deductions, eligible dependents, or insurance beneficiaries), the Human Resource Department will provide the necessary forms you need to complete. It is important to keep your personnel records current to avoid problems concerning taxes, employee benefits and other important matters.

**IN RESPONSE TO VALID REQUESTS TO VERIFY YOUR EMPLOYMENT FOR BUSINESS REFERENCE OR CREDIT PURPOSES, APC WILL RELEASE DATES OF EMPLOYMENT AND POSITION TITLE. WITH YOUR WRITTEN APPROVAL, APC WILL RELEASE, IN ADDITION TO THE ABOVE, YOUR CURRENT OR FINAL SALARY AND JOB CHRONOLOGY AT APC. APC WILL ALSO RELEASE INFORMATION ABOUT YOUR APC EMPLOYMENT WITHOUT YOUR APPROVAL WHEN REQUIRED TO DO SO BY LAW.**

#### **4.4 BACKGROUND CHECK POLICY**

To determine the suitability for employment with APC, all candidates will undergo a criminal background check. The criminal record check will determine if the applicant has been convicted of certain types of offenses. Conviction is defined as including all felonies and misdemeanors. APC must consider the relationship between the conviction and the job responsibilities that will be held. Some factors that will be considered are:

- Type and severity of the crime
- Date of the crime and person's age at the time of the conviction
- Circumstance surrounding the commission of the crime (if known)
- The link between the criminal conduct and job duties
- Prison, jail parole, rehabilitation and employment records of the person since the crime's commission

The candidate for employment has the right to request in writing, within a reasonable time, that APC make a complete disclosure of the nature and scope of the information requested and received.

In addition to the criminal background check, APC may perform professional work history, reference checks, verification of education, and a credit check if related to the essential functions of the job to which the employee is assigned to work. All background checks conducted by accredited third party engaged by APC are subject to the guidelines of the Fair Credit Reporting Act (FCRA) and any applicable state laws. An APC Client will be required to follow the requirements of the FCRA should the Client conduct or engage a third party to conduct any background check.

If employee is assigned to a client, there may be additional requirements per the client Agreement.

#### **4.5 PAY TRANSPARENCY POLICY**

Introduction:

Alliance Of Professionals & Consultants, Inc. (APC) is committed to fostering a culture of fairness, openness, and transparency. This Pay Transparency Policy is designed to promote understanding and clarity regarding our compensation practices.

Our organization is committed to compensating employees based on their skills, experience, performance, and the overall value they bring to the company. We believe in maintaining a competitive and equitable compensation structure.

While employees have the right to discuss their own compensation, it is important to respect the confidentiality of others.

To ensure open communication, APC encourages employees to discuss any questions or concerns related to compensation with their supervisor or the Humna Resources department.

APC is an equal opportunity employer. Compensation decisions are made without regard to race, color, religion, gender, national origin, age, disability, or any other protected status.

APC prohibits any form of retaliation against employees who exercise their rights under this policy.

This policy is designed to comply with applicable laws and regulations related to pay transparency.

If you have any questions or concerns about our Pay Transparency Policy, please contact the Human Resources department.

#### **4.6 APC'S ELECTRONIC MEDIA USAGE POLICY**

##### **PURPOSE**

To remain competitive, better serve our clients and provide our professionals with the best tools to do their jobs, APC and/or its clients may provide access to one or more forms of electronic media and services, including computers, e-mail, instant messaging, telephones, voicemail, fax machines, online services, Intranet and the World Wide Web.

Using these media and associated services can make communication more efficient and effective. However, electronic media and services provided by the company (or its clients) are company property and their purpose is to facilitate and support company business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

The following guidelines have been established for using e-mail and the Internet on all company/client provided equipment. No policy can lay down rules to cover every possible situation. Instead, it is designed to express APC's philosophy and set forth general principles when using electronic media and services.

##### **PROHIBITED COMMUNICATIONS**

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- Defamatory or threatening;
- In violation of any license governing the use of software;
- Engaged in for any purpose that is illegal or contrary to APC's or its clients' policies or business interests; or
- Engaged in for personal gain or advancement of personal views or for solicitation of non-company business.

### **PERSONAL USE**

The computers, electronic media and services provided by APC or its clients are primarily for APC and client specific business. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable. All such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, all users are expected to demonstrate a sense of responsibility and not abuse this privilege; personal productivity for APC's and our clients' business purposes should not decrease as a result. Additionally, APC's and its clients' electronic media and services may not be used to operate a business, usurp business opportunities or solicit money for personal gain, or to search for jobs outside of APC.

### **ACCESS TO ELECTRONIC INFORMATION AND COMMUNICATIONS**

Generally, electronic information created and/or communications using e-mail, instant messaging, word processing, utility programs, spreadsheets, voicemail, telephones, or the Internet are not reviewed by the company. However, the following conditions should be noted:

APC and its clients routinely gather logs for most electronic activities or monitor communications directly, e.g., telephone numbers dialed, sites accessed, call length, and time at which calls are made, for the following purposes:

- Cost analysis;
- Resource allocation;
- Optimum technical management of information resources; and
- Detecting use that indicates users are violating company policies or engaging in illegal activity.

APC and its clients reserve the right, at its discretion, to review any user's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other company policies on any company/client provided equipment.

Users should not assume electronic communications are private. Accordingly, if they have sensitive information to transmit, they should use other means.

**SECURITY AND APPROPRIATE USE**

Users must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by company/client management, users are prohibited from engaging in, or attempting to engage in:

- Monitoring or intercepting the files or electronic communications of APC employees or third parties;
- Hacking or obtaining access to systems or accounts they are not authorized to use;
- Using other people's log-ins or passwords; and
- Breaching, testing, or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to another company's or individual's materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

**PARTICIPATION IN ONLINE FORUMS**

APC recognizes that participation in some forums may be important to the performance of an individual's job. For instance, an individual might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

Users should remember that any messages or information sent on company-provided facilities to one or more individuals via an electronic network—for example, Internet mailing lists, bulletin boards, and online services—are statements identifiable and attributable to APC or its clients. As such, the individual should recognize that the user has no authority to represent APC and should take precaution to ensure that the user's comments are not viewed as those of APC or its clients.

**DRIVING WHILE USING AN ELECTRONIC DEVICE FOR APC BUSINESS**

While driving a motor vehicle, an employee shall not:

- (1) use cell phones, laptop or tablet computers, MP3 players, or other mobile devices ("Devices") when the purpose of the motor vehicle trip is to conduct APC business; or
- (2) use such Devices to conduct APC business regardless of the purpose of the vehicle trip.

However -- when it can be safely done and is not in violation of any laws -- a Device can be used for phone calls if the Device is paired with hands-free equipment and a phone call can be initiated, answered, or terminated by touching a single button to activate

the hands-free equipment.

APC's prohibition against using Devices while driving motor vehicles includes, but is not limited to, using Devices to compose and read e-mails and text messages, utilizing social media (e.g., Facebook, Twitter, etc.), and making and receiving phone calls without using proper hands-free equipment. To use a Device in such a way, an employee is required to safely stop the motor vehicle in an appropriate location that is off of the traveled portion of the roadway before using the Device.

If requested, APC will issue hands-free equipment to employees that received a mobile phone from APC and employees that APC reimburses for the cost of a mobile phone. Employee understands that he/she is responsible for any damage to or loss of the hands-free equipment, and will be required to replace damaged or lost equipment at his/her expense.

Employees who violate this policy by using Devices while driving are solely responsible for all liabilities that result, including charges for traffic violations or other charges. Employee acknowledges and agrees that APC will have no liability.

## **VIOLATIONS**

Any user who abuses the privilege of their access to APC's and its clients' electronic media and services, such as e-mail or the Internet, in violation of this policy or the client's policy will be subject to corrective action, including possible termination of employment legal action, and criminal liability.

### **4.7 SOCIAL MEDIA POLICY**

APC understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, the use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established the following guidelines for your appropriate use of social media. This policy applies to all employees who work for APC.

#### **Guidelines**

Social Media can mean many things. Social Media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or another person's web log or blog, journal, diary, personal web site, web bulletin board or chat room.

The same principles and guidelines found in other key employment policies, apply to your social media activities. You are responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the

performance of fellow employees, or that otherwise adversely affects customers, suppliers or people who work on behalf of APC may result in disciplinary action up to and including termination.

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

Ensure that your postings are consistent with all policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### **Be Respectful**

Always be fair and courteous to fellow employees, suppliers or people who work on behalf of APC. Keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media website.

### **Be Honest and Accurate**

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

### **Post Appropriate Content**

- Maintain the confidentiality of APC trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how, customer information and technology. Do not report internal reports, financial reports, policies, procedures or other internal business-related confidential communications.
- Do not create a link from your blog, website or other social networking site to an APC website without identifying yourself as an APC employee.
- If you see a potential issue and believe an official APC response is needed, bring it to the attention of Human Resources before it reaches a crisis situation.
- Express only your personal opinions. Never represent yourself as a spokesperson for APC. If APC is a subject of the content you are creating, be clear and open about the fact that you are an APC employee, and make it clear that your views do not represent those of APC, its customers, suppliers or the people working on behalf of APC. If you do publish a blog or post online related to the work you do or subjects associated with APC, make it clear that you are not speaking on

behalf of APC by stating "The postings on this site are my own and do not reflect the views of APC."

### **Media Contacts**

All media inquiries should be directed at Senior Management or the HR Department. Employees should not speak to the media about APC without contacting Senior Management or the HR Department.

### **Questions**

If you have questions about what is appropriate, check with Human Resources before posting on to a social media site.

## **4.8 SEXUAL HARASSMENT POLICY**

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964. Accordingly, APC will not tolerate any persons (including managers, supervisors, employees, subcontractors, clients, or vendors), men or women, sexually harassing others. It is APC's objective to provide a workplace free from sexual harassment.

Sexual harassment includes, but is not limited to, sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a condition of an individual's employment;
2. Reaction to such conduct by an individual is used as the basis for employment decisions affecting such individual; or
3. Such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of sexual harassment include, but are not limited to, sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions or threats; sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling or gestures; unwanted physical contact, including touching, pinching, brushing with the body, or pushing. All personnel must comply with this policy. Violations of this policy may result in disciplinary action up to and including termination of employment.

## **4.9 RETALIATION POLICY**

APC prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation can be defined as a difference in treatment that injures or could injure the protected person. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

## **COMPLAINT PROCEDURES - REPORTING AN INCIDENT OF HARASSMENT, DISCRIMINATION OR RETALIATION**

APC encourages the reporting of all incidents of discrimination, harassment, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they deem contrary to APC's policy or who have concerns about such matters should file their complaints with their APC manager or any member of the Human Resources Department, or the President of APC immediately. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other APC designated representatives identified above. APC will, to the extent feasible, maintain the confidentiality of such complaints. However, the investigation of such complaints will generally require disclosure to various people on a need-to-know basis.

### **4.10 WHISTLEBLOWER POLICY**

Alliance of Professionals & Consultants, Inc. (APC) is committed to promoting a culture of transparency, accountability, and ethical behavior. This Whistleblower Policy was established to encourage and enable employees and other stakeholders to report concerns about potential unethical or illegal activities within the organization.

This Whistleblower Policy applies to all employees, agents, consultants, and other stakeholders associated with APC. It covers any concerns related to financial misconduct, violation of laws or regulations, unethical behavior, fraud, or any other activities that may negatively impact the company's integrity.

#### **Reporting Mechanism**

Employees and other stakeholders are encouraged to report concerns through the following channels:

1. Directly to their immediate supervisor or manager
2. To the Human Resources Department

Anonymous reports will be accepted, and the identity of the whistleblower will be kept confidential to the extent permitted by law.

#### **Protection from Retaliation**

APC is committed to protecting whistleblowers from any form of retaliation for reporting concerns in good faith. Any employee found to be engaging in retaliation against a whistleblower will be subject to disciplinary action, including termination.

#### **Investigation Process**

Reports will be promptly and thoroughly investigated by the appropriate parties, which may include internal audit, legal, or compliance teams. Whistleblowers will be kept informed about the status and outcome of the investigation to the extent possible without compromising the process.

**Confidentiality**

Information related to whistleblowers, the subject of the report, and the investigation will be handled confidentially to the extent permitted by law. Disclosure will only occur on a need-to-know basis to the extent permitted by law.

**False Reporting**

Any individual found to have knowingly made a false report under this policy may be subject to disciplinary action, including termination.

**4.11 DRUG FREE WORK ENVIRONMENT POLICY****COMMITMENT AND PURPOSE**

Our professionals are the most valuable resources of APC, and for that reason, their safety and health are of paramount concern. APC maintains a strong commitment to its employees to provide a safe work environment and, consistent with the spirit and intent of this commitment, the company expects employees to report to and be at work in a mental and physical condition that is conducive to the maintenance of safe working conditions and expected levels of job performance, productivity, and efficiency.

The use or possession of illegal drugs or controlled substances will not be tolerated at any time except when prescribed for medical reasons. Being under the influence of or affected by alcohol while performing service for APC, at any time, will not be tolerated.

The intent of this policy is to discourage, even a limited, consumption of alcohol and to prevent employees from using or possessing unlawful drugs and abusing lawful drugs in the work environment or from having such substances in employees' systems -- while on APC's or our clients' property or premises or while on company business. Use of these substances poses a serious threat to the health and safety of all employees and, additionally, has a negative impact on the ability to perform at maximum levels of effectiveness and efficiency. Failure to follow this policy will result in disciplinary action, which may include dismissal.

For the above reasons, and in compliance with Federal Drug Free Workplace Act of 1988, state and local laws, and as a condition of employment, employees will additionally abide by the following:

The unlawful manufacture, distribution, dispensation, possession, or use of controlled substances is prohibited in the workplace. Employees must notify management of a criminal drug conviction for a violation no later than 48 hours after such conviction.

- Any employee who refuses to submit to a drug/alcohol test is subject to termination.
- In the event an employee tests positive to a drug/alcohol test, he/she will be suspended immediately upon notification by his/her Supervisor/Manager or other authorized company representative. The employee may be referred to the EAP and appropriate disciplinary action will be taken up to and including termination.

APC recognizes the health implications of drug and alcohol use and addiction. Employees who believe that they have a substance abuse problem are encouraged to seek help. APC provides an Employee Assistance Program (EAP) that offers confidential professional assistance to employees and their family members. This employee benefit provides a constructive way for employees and their family members to deal with alcohol or drug-related problems before they interfere with job performance, attendance, and safe and sober behavior on the job.

#### **4.12 DRUG TESTING**

(1) Pre-employment:

As a part of the hiring process, all employees to be assigned to an engagement with a client that requires a pre-employment drug screen will be required to undergo a drug test, which must produce negative results.

Individuals who are denied employment because they did not complete the drug testing satisfactorily may apply and be considered for employment for the same job, if available, or for a different job, upon demonstration that they are free of drugs and with the satisfaction of another drug test at the candidate's expense. The candidate, if hired, will be subject to at least two (2) unannounced drug tests within the first six (6) months of employment in accordance with the law.

(2) For Cause:

- Employees may be asked to submit to a drug or alcohol test if cause exists to indicate that their health and ability to perform work may be impaired.

Factors which could establish cause include, but are not limited to:

- Irrational or unusual behavior
- Sudden changes in work performance
- Repeated failure to follow instruction or operating procedures.
- Gross negligence
- Disregard for the safety, life, or well-being of other people
- Reporting to or remaining at work in an apparently unfit condition
- Productivity or attendance decline with a pattern.
- Any other reason APC deems sufficient.

**APC reserves the right to perform random alcohol and drug tests on employees at any time in accordance with the law.**

(3) Random:

- A random test is a test that has been scheduled by management, but unannounced to the employee prior to actual time and date of testing.
- Employees may be required to submit to drug testing when required by federal or state law, regulation, or by contractual obligation, not otherwise anticipated by the provisions of this policy.
- Any employee who refuses to submit to a drug or alcohol test is subject to termination.

#### **TESTING/POST TESTING PROCEDURES**

- Any drug and/or alcohol testing will be conducted by a laboratory licensed by the state and will follow federal government guidelines.
- If an initial drug test is positive, a confirmation test will be performed on the same specimen using the most reliable and legally accepted confirmation method.
- Employees with a confirmed positive test result may, at their option and expense, have a second confirmation test made on the same specimen. An employee will not be allowed another specimen testing.
- All testing will be performed with concern for each employee's personal privacy, dignity, and confidentiality. The results of any program testing will be considered confidential. Only people with a need-to-know will have access to them.

#### **DISCIPLINARY PROCEDURES**

- Any employee who refuses to submit to a drug/alcohol test is subject to termination.
- In the event an employee tests positive to a drug/alcohol test, he/she will be suspended immediately upon notification by his/her Supervisor/Manager or other authorized company representative. The employee may be referred to the EAP and appropriate disciplinary action will be taken up to and including termination.

#### **4.13 ABSENCE NOTIFICATION POLICY**

Employees who will be absent from work are expected to give prior notice to their APC supervisor and assigned client contact. When this is not possible, they should call their absence to their APC supervisor and assigned client contact within one hour of the scheduled starting time and indicate the reasons for the absence. Certain exceptions may be made due to unforeseen emergencies.

Unexcused absences may be considered job abandonment.

Definition of Job Abandonment: Job abandonment is defined as an employee's unexplained and prolonged absence from work without any communication or approval from their supervisor or the human resources department.

1. **Notification of Absence:** Employees are expected to notify their immediate supervisor or APC Human Resources department as soon as possible in the event they are unable to report to work due to illness, emergency, or any other reason. This notification should include the expected duration of the absence and a valid reason.
2. **Failure to Notify:** If an employee fails to report to work for three consecutive days without notifying their supervisor or the APC HR department, they will be considered to have abandoned their position.
3. **Contact Attempts:** Upon the employee's failure to report to work and failure to provide notice, the supervisor or human resources will make reasonable attempts to contact the employee through various communication channels, including phone calls, emails, and other contact information on record.
4. **Return-to-Work Agreement:** If contact is established, the employee may be required to provide a valid reason for their absence and a timeline for their return to work. A written agreement may be established outlining the terms of their return.
5. **No Contact or Failure to Return:** If the employee does not respond to attempts to contact them or fails to return to work within an agreed-upon timeframe, the company may consider the employment relationship terminated due to job abandonment.
6. **Documentation:** All communication attempts and relevant information will be documented by the supervisor or human resources for record-keeping purposes.

Consequences: Job abandonment may result in disciplinary action, up to and including termination of employment.

## **4.14 GUIDELINES**

### **USE OF EQUIPMENT AND FACILITIES**

APC and clients' equipment and information systems are provided only for the conduct of company business. Unauthorized use, whether or not for personal gain, is a misappropriation of these assets. While APC conducts routine audits to help ensure company systems, networks and databases are being used properly, it is your responsibility to make sure that each use you make of any APC or client's system is authorized and proper.

Non-APC organizations may not use APC equipment or facilities without proper management authorization.

If an APC client's equipment and facilities guidelines are different from those of APC, while you are at the client's location, you should follow the guidelines of the client's company. In the absence of client company guidelines, APC guidelines apply.

APC reserves the right to inspect, search or audit property such as desks, lockers, credenzas, tool bags, data processing files, computers, telephone message storage facilities (i.e., Phone Mail), and examine company mail which is in its control.

When APC has a legitimate business purpose or in response to valid suspicion of criminal or civil wrongdoing, it may also inspect or search an employee's personal property such as an attaché or personal bags. However, APC respects your privacy and will not tolerate random or unjustified intrusions into your personal belongings.

### **REPORTING OR RECORDING INFORMATION**

APC professionals should record all time and expense information accurately and honestly. You should maintain an accurate daily record of time spent working and prepare a timesheet each week. Inaccuracies in such records could constitute a violation in federal law and could subject both you and APC to serious fines and penalties. To request expense reimbursement for meals not eaten, miles not driven or for any other expense not incurred is dishonest reporting. Dishonest reporting of information violates company policy and the law. No professional shall knowingly charge an incorrect account or client job, or knowingly approve such mischarging. Shifting costs to improper accounts is also prohibited. Transactions between APC and outside individuals and organizations must be promptly and accurately entered in our books in accordance with generally accepted accounting practices and principles in the United States, and in the countries in which we do business. Under no circumstances should you misrepresent facts or falsify records. Doing so may result in termination of employment as well as appropriate legal action.

### **RECIPROCAL DEALING**

Seeking reciprocity may be unlawful. You may not do business with a supplier of goods or services (a bank, for example) to APC or APC's clients on condition that it benefits you, directly or indirectly.

You may not do business with a supplier of goods or services on condition that it agrees to use APC services. This does not mean that APC cannot receive services or be supplied products from an APC client. It does mean that APC's decision to use a supplier must be independent of that supplier's decision to use APC.

### **GIFTS, ENTERTAINMENT AND HOSPITALITY**

While acknowledging that the exchange of gifts, entertainment, and hospitality is a common business practice, it is essential to ensure that such exchanges do not compromise the integrity of our employees. All such transactions must be transparent, reasonable, and in compliance with applicable laws.

Accurate and transparent record-keeping is vital in combating bribery and corruption. All financial transactions must be accurately and fairly recorded in accordance with applicable accounting standards and company policies.

Employees should not profit personally from APC or its client relationships with other organizations. You may not solicit or accept for personal use a gift, premium or discount.

You may not give money or any gift to an executive, official or employee of any client, government agency or other organization if it could reasonably be construed as having any connection with APC's business relationship. Where local customs call for giving gifts on special occasions to clients and others, you may offer gifts that are lawful, appropriate in nature, and nominal in value, provided this cannot be construed as seeking special favor.

Employees are encouraged to report any suspected violations of this policy promptly. APC will ensure confidentiality and protection from retaliation for individuals reporting in good faith.

Violations of this policy will result in disciplinary action, which may include termination of employment, legal action, and other remedies as deemed appropriate.

#### **MISREPRESENTATION**

Do not make misrepresentations to anyone you deal with. If you believe the other person may have misunderstood you, correct any misunderstandings you find exists. Honesty is integral to ethical behavior, and trustworthiness is essential for good, lasting relationships.

Everyone with whom you do business is entitled to fair and evenhanded treatment. This is true whether you are selling or performing services in any capacity for APC.

#### **DISPARAGEMENT**

Do not make comparisons that unfairly cast the competitor in a bad light. Do sell the excellence and merits of our services.

#### **COMPETITIVE CONTACTS**

In contacts with competitors, the general rule is to avoid discussing such matters as pricing policy, terms and conditions, costs, market surveys or studies, and any other proprietary information. If a competitor raises any of them, even lightly or with apparent innocence, you should object, stop the discussion immediately, tell the competitor firmly that under no circumstances can you discuss these matters and, if necessary, leave the meeting.

#### **SELLING AGAINST FIRM COMPETITIVE ORDERS**

As a matter of practice, if a competitor already has a firm order from a prospect, we will not market APC services for that application before the competitor has engaged. Letters

of intent, free trials, conditional agreements and the like usually are not firm orders. Unconditional contracts are.

## **4.15 CONDUCT**

### **DISCRIMINATION AND HARASSMENT**

APC is committed to providing a work environment free from threats or harassment of its employees based on race, color, religion, sex, sexual orientation, national origin, age, disability, or veteran status. This is consistent with APC's basic belief in respect for the dignity of the individual.

Harassment, particularly sexual harassment, may take many forms. Vulgar language, jokes or innuendos directed toward an individual or group based on physical characteristics, stereotypes or cultural biases, as well as photographs, pictures or printed material which others might find offensive or degrading, are also unacceptable in the workplace.

Do not harass, threaten, abuse others or act in any violent manner. Violent behavior, or the threat of violent behavior, will not be tolerated.

### **WEAPONS**

In keeping with APC's intent to provide a safe and secure work environment for its employees, weapons of any sort are not permitted on APC or our clients' premises. This prohibition extends to APC and client company parking lots, leased buildings and recreation areas. Do not carry a firearm or weapon on APC's or our clients' premises.

### **OBSERVING CLIENT'S GUIDELINES**

In general, while providing services for a client, on the client's premises or traveling on behalf of the client, you must observe all rules, policies, procedures, and guidelines that the client requests of its contractors and/or employees (e.g., no smoking policy, tourist class airfare only, per diem limitations, etc.)

In the absence of client company guidelines, APC guidelines apply.

### **GAMBLING**

Gambling is prohibited on APC or our clients' premises. This includes the use of APC or client telephones, personal computers, or other equipment to conduct such activities.

### **SMOKING**

While APC respects the preference of each individual to smoke or not, it is the company's objective to provide a comfortable, safe and healthy work place for all its employees. As a result of employee concerns, our intent is to provide a work environment that is smoke-

free. The decisions as to the specific actions to be taken are left to the discretion of local APC management. Accordingly, some of our clients and all APC sites have prohibited smoking indoors, while some clients permit smoking indoors in specifically designated areas that are properly ventilated to the outside.

Our goal is to continue to be sensitive to all sides of this issue and, at the same time, provide the optimum business environment. While you are at a client's premises, the client's guidelines concerning smoking should be followed.

### **DRESS CODE**

APC personnel assigned to client engagements should assume the dress code of the client. If a dress code is not stated or implied by the client, a professional image should be considered acceptable.

APC personnel assigned to headquarters are encouraged to wear attire that projects a professional image. A casual professional image is acceptable, but a casual only image is not acceptable. This means that attire such as hoodies, shorts, denim jeans, halter tops, T-shirts, Sweatshirts, Sweatpants, Hats/Baseball caps, Clothing that is ripped, frayed, stained or messy, tennis shoes and flip-flops are not acceptable.

Visible body or facial piercing, such as a nose, eyebrow, or lip ring, is strongly discouraged. Extremes that do not project the professional image of APC are strongly discouraged as well.

### **RELATIONSHIPS WITH GOVERNMENT EMPLOYEES**

What is acceptable in the business world may not be acceptable and may even be strictly against regulations in dealing with government employees (for example, buying lunch or a gift of incidental value). Clearly, the relevant laws governing relations between government clients and suppliers must be upheld.

### **SOLICITATION, DISTRIBUTION AND POSTING**

The orderly and efficient operation of APC and our clients' businesses requires certain restrictions on solicitation of APC employees or others and the distribution of materials/information on APC's or our client's company property.

1. Commercial solicitations or distributions on APC's or a client's premises on your behalf are prohibited at all times.
2. APC employees may not engage in oral solicitations interfering with work during working hours, other than for APC business purposes.
3. APC employees may not engage in the distribution of materials in working areas during working times other than for APC business purposes. "Working areas" do not include such areas as parking lots,

restrooms, and cafeterias; "working time" does not include such times as before or after work, breaks or lunch periods.

4. Non-APC employees or organizations have no right to enter APC's property for the purpose of soliciting or distributing information to APC personnel. These individuals will be refused access for any such purpose unless invited by an APC senior manager.

#### **4.16 DRIVING POLICY**

Employees must observe all applicable safety, traffic and criminal laws when driving a personal, rental, company owned or Client/Client Customer vehicle on company business (collectively "Vehicle").

In conjunction with APC's Drug Free Work Environment Policy, employees must not consume alcohol, illegal drugs, or controlled substances while driving a Vehicle, and will not consume prescription drugs that might impair or diminish the employee's capacity to drive a Vehicle.

Employees must look to their personal automobile insurance to cover any accident, or violation of a motor vehicle law that occurs when driving a personal vehicle on company business.

At all times, appropriate and minimum acceptable levels of insurance must be maintained on a personal vehicle as required by law. Consult a personal insurance agent for questions regarding the adequacy of coverage.

APC recommends that employees in driving positions maintain appropriate levels of insurance to account for any accident or violation of a motor vehicle law that occurs while driving a Client/Client Customer vehicle while on company business.

In the event an employee is involved in an accident, or violation of any motor vehicle law (not including minor traffic incidents) cited by a law enforcement official when driving a Vehicle on company business, APC Human Resources must be notified as soon as possible, but not longer than 48 hours.

Employees are not required to purchase insurance for rental automobiles driven for approved company business. APC may reimburse employees' rental automobile expenses when driving on company business if the employee obtains prior written approval from APC, the Client or Client Customer as applicable.

Any violation of this Driving Policy may subject employees to disciplinary action up to, and including, termination from employment.

#### 4.17 GENERATIVE ARTIFICIAL INTELLIGENCE (AI) USAGE POLICY

This policy applies to the use of any third-party or publicly available GenAI tools that mimic human intelligence to generate answers, work products, or perform certain tasks.

##### **DO:**

- Understand that GenAI tools may be useful but are not a substitute for human judgment and creativity.
- Understand that many GenAI tools are prone to "hallucinations," false answers or information, or information that is stale, and therefore responses must always be carefully verified by a human.
- Treat all information you provide to a GenAI tool as if it will go viral on the Internet, attributed to you or the Company, regardless of the settings you have selected within the tool (or the assurances made by its creators).
- Inform your supervisor when you have used a GenAI tool to help perform a task.
- Verify that any response from an GenAI tool that you intend to rely on, or use is accurate, appropriate, not biased, not a violation of any other individual or entity's intellectual property or privacy, and consistent with Company policies and applicable laws.

##### **DO NOT:**

- Do not use GenAI tools to make or help you make employment decisions about applicants or employees, including recruitment, hiring, retention, promotions, transfers, performance monitoring, discipline, demotion, or terminations.
- Do not upload or input any personal information (names, addresses, likenesses, etc.) about any person into any GenAI tool.
- Do not upload or input any confidential, proprietary, or sensitive Company information into any GenAI tool. Examples include passwords and other credentials, protected health information, personnel material, or any other nonpublic Company information that might be of use to competitors or harmful to the Company if disclosed. This may breach your or the Company's obligations to keep certain information confidential and secure, risks widespread disclosure, and may cause the Company's rights to that information to be challenged.
- Do not represent work generated by a GenAI tool as being your own original work.
- Do not integrate any GenAI tool with internal Company software without first receiving documented permission from the APC IT Helpdesk.
- Do not use GenAI tools from unfamiliar companies unless the tool has been approved by management and documented by the APC IT Helpdesk. Usage of GenAI should be limited to solutions from mainstream businesses (Google, Microsoft, Apple, OpenAI, Bullhorn, LinkedIn, etc.) to minimize malicious threats designed to steal or convince you to divulge information.

#### **Ethical Use and Violations**

Employees must use generative AI in accordance with all Alliance of Professionals & Consultants, Inc.'s conduct and antidiscrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the company.

Violating this policy may result in disciplinary action, up to and including immediate termination, and could result in legal action. If you are concerned that someone has violated this policy, report this behavior to your supervisor or Human Resources.

Alliance of Professionals & Consultants, Inc.'s Electronic Media Usage Policy, Computer Use Policy and other relevant policies still apply when using generative AI with company equipment.

#### **4.18 JURY DUTY POLICY**

This policy applies to all full-time and regular part-time employees of APC.

APC recognizes the civic duty of employees to serve on jury duty and is committed to supporting employees who are called for this important service. We will ensure that employees' rights to serve on a jury are respected while maintaining operational efficiency and minimizing the impact on the business.

Employees who are summoned to serve on jury duty can take time off using their accrued paid time off (PTO), or they may take unpaid leave if PTO is unavailable. Time off for jury duty will be unpaid, unless otherwise required by the particular state law. Compensation for jury duty may vary depending on local laws and regulations.

- Employees must inform their supervisor immediately and present a copy of the jury summons, ideally no later than 3 days prior to the scheduled jury duty.
- The employees must submit proof of attendance (a certificate or verification from the court) on the days they are required to be present for jury duty.
- Employees are expected to return to work promptly if they are excused from jury duty earlier than expected.

Employees who take time off for jury duty are entitled to return to their position or an equivalent role with the same terms and conditions of employment as before they left, as required by applicable laws.

Jury duty leave will not affect employees' benefits, seniority, or other entitlements. Employees will not lose any benefits accrued before their leave.

While employees are encouraged to attend jury duty, certain circumstances may warrant the postponement or deferral of jury service. Employees may request a deferral or exemption if they have specific hardships that prevent them from serving, in

accordance with the laws of their jurisdiction. Employees should contact the HR department for guidance on how to proceed.

APC will comply with all local, state, and federal laws concerning jury duty leave. If any part of this policy conflicts with those laws, the company will follow the applicable legal requirements.

For questions or assistance regarding jury duty leave, employees should contact the HR department at [HR@apcinc.com](mailto:HR@apcinc.com).

## **TIME, EXPENSE, AND COMPENSATION**

### **5.1 YOUR PAY**

By law, APC, as a private sector company, cannot offer its employees compensatory time.

Each employee's rate of pay is established by APC based upon the work to be performed and your skills and experience.

You will be paid biweekly and will receive a statement of earnings and deductions for the pay period, and for the year-to-date. Federal and state laws require APC to make certain deductions from your salary for various taxes.

There are situations under which APC may, in accordance with applicable federal and state law, deduct money from your pay from time to time or upon your termination due to the following:

1. Your premiums for APC's medical, vision, dental and/or other insurance plans in which you enrolled;
2. Contributions into an APC sponsored retirement plan;
3. Installment payments on loans or wage advances given to you by APC, and if there is a balance remaining when separating from the company, the balance of such loans or advances;
4. Repayment to APC for overpayment of wages if permitted by applicable law;
5. Cost of repairing or replacing any APC and/or APC Client supplies, materials, equipment, money, or other property that you damage (other than normal wear and tear), lose, fail to return, or take without appropriate authorization from APC and/or APC's Client during employment;
6. Tax levies, garnishments, family support orders, or any other form of wage withholding order as may be required by law;
7. Administrative fees in connection with court-ordered garnishments or legally required wage attachments on your pay, as allowed under applicable laws;
8. Repayment of the value of paid time off taken prior to accrual and not accrued before you separate from the company or by the end of the calendar year if permitted by applicable law.

You should contact our Human Resource Department within ten (10) business days of the improper deduction to your salary to file a complaint if you believe that your salary has been improperly deducted. Our Human Resource Department will investigate your complaint promptly; APC will reimburse you if there is a determination of an improper deduction made to your salary; and will make a good faith commitment to comply with applicable law on future deductions to your salary following an improper deduction determination.

APC requires all new employees to enroll in electronic direct deposit to receive your payroll check. Currently, electronic payroll deposits occur on the Friday following the pay period.

You are responsible for reviewing all electronic direct deposit statements and reporting any suspected errors to APC's Payroll Department immediately.

**Keeping an accurate record of your time and attendance in the online time entry system is important because it is the basis for compensation and, if you are non-exempt, for overtime compensation.**

By signing the Handbook acknowledgement, you are giving consent to receive electronic W-2s. If you wish to receive a paper copy of your W2s, please inform Human Resources.

## **5.2 TIME ENTRY GUIDELINES**

### **WEB BASED TIME ENTRY**

Your user account to access APC's Employee Portal will be created after you begin work. This portal will provide you with important employee information and access to time entry, benefits information (if applicable) and various employee programs that APC offers.

To log in to the Time Entry Webpage, click on the "Enter Time" icon on the Employee Portal and you should be logged in to the "Bullhorn Time & Expense" automatically.

#### **Click here for step-by-step time entry instructions.**

If you have any questions or problems with the time entry system, please contact APC at (919) 510-9696 or send an e-mail to [time@apcinc.com](mailto:time@apcinc.com).

#### **Important Reminders:**

If you have no hours to report, either billable or for PTO, please enter a "zero" hours' time sheet for the appropriate week. This keeps the time sheet weeks in order and helps prevent you from entering hours on the wrong week.

We ask everyone to enter their hours at the end of every week, but no later than 8:00 am on Monday morning of payroll week. Hours not entered in time for the current payroll will be held and processed with the next payroll.

## **JOB ENVIRONMENT**

### **6.1 COMMUNICATIONS CHANNELS**

APC promotes good two-way communications. Such communications are key to an effective employee-supervisor relationship.

As a professional, you should take the initiative to periodically speak with your supervisor to evaluate your performance and discuss concerns and professional growth. Whenever you feel the need, you should talk to your supervisor -- always being candid, open and specific. You should ask questions, say what is bothering you, what you like and do not like. You should feel free to offer ideas on how things could be improved.

If you have a problem that you believe the company can help solve, discuss it with your supervisor or anyone on APC's management team. You will find that a frank talk with your supervisor is usually the easiest way to deal with the problem. Still, you may have a question, complaint or comment that you feel you cannot direct to your supervisor. Or, you may want to raise a subject that is not in his or her domain. You may address these issues to any other APC manager.

### **6.2 HEALTH AND SAFETY**

APC has a commitment to providing every employee with safe and healthy working conditions. APC's ability to provide safe and healthy working conditions is accomplished through the involvement of all employees. Emphasis is placed on good housekeeping and on the use of safe work practices by each whether working alone or in a group.

Safety is an important responsibility. Your active involvement is necessary to ensure a healthy and safe work environment. As an APC employee, you are expected to:

- Know the potential hazards of your job, including ergonomic considerations such as lifting techniques and workstation posture.
- Learn the safety practices for your job and follow them.
- Comply with all safety rules and use the safety devices and personal protective equipment required on the job.
- Correct or report all safety, health and fire hazards promptly.

Finally, when you discover anything that concerns you about the health or safety of your job environment, first do whatever you can safely do to minimize the hazard and then consult your supervisor immediately.

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## EMPLOYMENT INFORMATION

### 7.1 ATTENDANCE

At APC, unless a client specified otherwise for assignee employees, the standard work week is 40 hours consisting of five days of eight hours each.

### 7.2 FLEX TIME

Unless otherwise specified by the client or APC, APC employees may work on a flexible time schedule, limited to a two-hour flex and within the start and finish time of normal business hours. Lunch time may flex from 30 minutes (you are encouraged to take the full 30 minutes) up to two hours occasionally for running errands or personal business. Certain duties, such as receptionist or class instructor, will dictate specific hours of coverage required. The Client may in some instances require a schedule that differs from the standard work week of APC or the Client. APC will communicate and put in writing the terms and conditions of the alternate work week schedule as soon as the Client makes APC aware of such a schedule.

### 7.3 PERSONAL LEAVE OF ABSENCE

In special circumstances, APC may grant a leave of absence for personal reasons, if you need to be away for a significant period of time. Such leaves, without pay, must be requested in writing, and approved by the client or APC supervisor. Leaves are granted based upon the reasonableness of the request, duration of requested absence, your overall work performance, and the needs of the business. Failure to return from leave at the time agreed may result in termination.

While you are on leave of absence, you will be eligible to continue your medical, dental, and vision insurance coverage under COBRA and to pay the premiums. All other insurance coverage will end until you return to work full time.

### 7.4 TERMINATION OF EMPLOYMENT

In the event of your resignation, APC expects that you will submit a letter giving at least ten (10) business (working) days' notice. Failure to do so may prevent APC from paying out any accrued but unused paid time off. Any paid time off taken in advance of accruing it will be deducted from your final paycheck. Your benefits will remain active through the last day of the month in which your employment ends. Therefore, your final paycheck will reflect a deduction for your share of the full monthly premium.

Reasons for separation by management may include, but are not limited to, client contract termination or cancellation, a failure to meet APC or client expectations, punctuality or attendance standards, misconduct, gross misconduct, or violation of a company policy.

Any APC or client property issued to you such as computer equipment, keys, parking passes, credit cards, security badges, must be returned at the time of your termination. You will be responsible for any lost or damaged items. The value of any property issued

and not returned may be deducted from your paycheck, and you may be required to sign a wage deduction authorization form for this purpose.

#### 7.4.1 SEVERANCE

Severance pay is not automatic. In the case of an involuntary termination, a determination will be made on a case-by-case basis on whether severance is warranted and will be treated as a separate and distinct occurrence. Severance is neither an entitlement nor an obligation from APC.

### EMPLOYEE BENEFITS

APC is committed to sponsoring benefits programs for all eligible employees that assist you and your eligible dependents in meeting the financial burdens that can result from illness and disability, and to help you plan for retirement. Eligible employees are full-time employees and not part-time or temporary employees. Part-time employees are those working less than 30 hours per week on average. Temporary employees are those whose employment with APC is expected to be 60 days or less. All Benefits Coverage will begin on the first day of the month following the wait period and will end on the last day of the month after employment ends. Therefore, your final paycheck will reflect a deduction for your share of the full monthly premium.

This portion of the Employee Handbook contains a very general description of the benefits for which you may be eligible as an employee of APC. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents, which are available to you for your examination on APC's website and from the Human Resource Department. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

APC reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein. Further, APC reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply and interpret the benefits plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more detailed information about any of APC's benefit programs, please refer to the Benefits section on APC's web site or contact the Human Resource Department.

In addition to receiving an equitable salary and having an equal opportunity for professional development and advancement, APC offers the following benefits:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Supplemental Insurance
- 401(k) Plan, IRA
- College Savings (529) Plan
- Employee Perks and Discounts
- Employee Assistance Program

## 8.1 HEALTH INSURANCE

APC complies with the requirements of the Patient Protection and Affordable Care Act at 42 U.S.C. §18001 et seq. ("the Act") and is dedicated to the health and well-being of both you and your family. APC currently offers health insurance coverage in accordance with the Act. This plan provides comprehensive hospital and major medical insurance coverage though the benefits vary depending upon whether the provider is in or out of network. **Please refer to the Health Insurance section of the Benefits page on APC's web site for your Certificate of Coverage Plan Document for the details.**

You and your eligible dependents may enroll at any time during the new hire waiting period or during the sixty (60) day period following any of the qualifying events.

## 8.2 GENERAL NOTICE -- CONTINUATION COVERAGE RIGHTS UNDER COBRA

### Introduction

You will receive this notice when you become covered under a group medical and/or dental plan (the Plan). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health and/or dental coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health and/or dental coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plans' Summary Plan Descriptions or contact the Plan Administrator.

### What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

### **When is COBRA Coverage Available?**

Under federal law, you have 60 days after the date on your Election Notice to decide whether you want to elect COBRA continuation coverage under the Plan and return the form to APC. If you do not submit a completed Election of Continued Coverage Form to APC within 60 days of the date on the Election Notice, you will lose your right to elect COBRA continuation coverage. The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. **You must provide this notice to APC's Human Resources Department.**

### **How is COBRA Coverage Provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator within 60 days of the Social Security Administration's declaration of disability, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. A copy of the official declaration of disability issued by the Social Security Administration must be delivered to APC's Department of Human Resources within 60 days of the SSA's issuance. You may mail it to:

Alliance of Professionals and Consultants, Inc.  
Attn: Human Resources  
8200 Brownleigh Drive Raleigh, NC 27617

#### Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan within 60 days of the qualifying event. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced

or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

### **If You Have Questions**

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health and welfare plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

### Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **Plan Contact Information**

Alliance of Professionals & Consultants, Inc.  
Human Resources Department  
8200 Brownleigh Drive  
Raleigh, NC 27617  
(919) 510-9696

## **8.3 TIME OFF**

Taking personal time off to relax and recharge is important. APC supports you in taking time off for holidays, vacation, illness, or personal reasons. Depending upon the client and contract to which you are assigned, you may or may not be eligible for paid time off. If you are eligible for paid time off, you may earn paid personal time off (PTO) up to a set maximum number of hours per year. PTO is accrued every hour that you work, up to your maximum accrual amount. Overtime is not counted towards the accrual of PTO unless required by applicable federal, state, or local law.

APC acknowledges that our organization consists of a diverse group of professionals. For those eligible for PTO, the holiday schedule will not be constrained to "traditional" holidays. Instead, these employees are allowed the flexibility to choose when to take time off. (Please keep in mind that many of our clients' offices will be closed on the traditional holidays.)

Time off should be planned, scheduled, and approved in advance, whenever possible. Please ensure that your time off is scheduled at a time acceptable to the client, as well. APC encourages you to take all of the paid time off that you accrue each year. However, you are allowed to carry up to forty (40) PTO hours over to the next year. Any

accrued, unused PTO hours exceeding forty will not carry over to the next year unless prohibited by federal, state or local laws.

If you are eligible for paid time off, during the first full year of service with APC, you may take up to eight (8) PTO hours prior to having earned it by creating a negative balance. APC will assume that a full day absence taken by an exempt employee and entered into the APC time entry system is for personal reasons unless the exempt employee provides APC Human Resources with written documentation stating otherwise. If permitted by law, exempt employees must use all PTO that is accrued (meaning straight time hours worked and earned, and not front loaded) for partial days worked in any week until such PTO is exhausted. Should your employment with APC end, any negative balance for PTO will be deducted from your last paycheck if permitted by applicable law, or you may be required to reimburse APC. Upon termination or resignation of employment, any accrued, unused PTO will be paid out in your final paycheck in accordance with federal, state and local guidelines.

## **8.4 FAMILY AND MEDICAL LEAVE**

### **ELIGIBILITY**

Employees are eligible for Family Medical Leave Act, FMLA, if they have worked for at least 12 months, have 1,250 hours of service in the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

### **QUALIFICATIONS FOR FMLA LEAVE**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care, or childbirth.
- to care for the employee's child after birth, or placement for adoption or foster care.
- to care for the employee's spouse, son, daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### **Military Family Leave Entitlements**

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active-duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered servicemember is:

(1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who 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\*.

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 employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".

### **Benefits and Protections**

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### **Definition of Serious Health Condition**

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### **Use of Leave**

An employee does not need to use leave entitlement in one block.

### **MEDICAL LEAVE**

Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees must provide medical certification that intermittent or reduced schedule leave is medically necessary, the expected duration of the leave and, if the leave is necessary for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment. Employees must make a reasonable effort to schedule leave for planned medical treatment so as not to unduly disrupt the company's operations. Employees taking such leave for planned medical treatment (whether their own or covered family member's) may be required to transfer temporarily to an alternative position with equivalent pay and benefits for the duration of the leave.

### **NEWBORN, ADOPTION, AND FOSTER CARE LEAVE**

This leave must be completed within one year of the child's birth or placement. It may be taken on an intermittent or reduced schedule at the discretion of the employer.

### **Employee Responsibilities**

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures. Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### **Employer Responsibilities**

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## **Certifications**

Upon request, employees requesting leave because of their own sickness or that of a parent, child, or spouse must provide medical certification or recertification from an appropriate healthcare provider. Employees requesting Military Caregiver Leave because a spouse, child, parent, or next of kin has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, also must provide medical certification from an appropriate healthcare provider of the servicemember. Employees must contact human resources to obtain certification forms. Employees are responsible for paying for any certification or recertification. The company, at its own cost, may require a second or third opinion in the case of employee's own health condition or that of a parent, child or spouse. Upon request, employees must provide a physician's statement certifying their ability to return to work and perform the essential functions of their job. Failure to provide timely or complete certifications may result in denial of leave or return to work. Upon request, employees requiring leave because a spouse, child, or parent is on, or has been notified of an impending call to, active duty in the Armed Forces in support of a contingency operation must provide a certification of such duty or call to duty, including a copy of the active duty orders or other military issued documentation.

## **Periodic Status Report**

Upon request, employees on FMLA leave will be required to report periodically, as directed, on their status and intention to return to work. Failure to report, as directed, may result in discontinuation of leave approval, denial of return to work or other disciplinary action, including termination.

## **12-MONTH PERIOD**

For the purposes of determining available FMLA leave for reasons other than Military Caregiver Leave, the 12-month period during which employees may be eligible for FMLA leave will be calculated on a 12-month period measured backward from the date the FMLA leave is requested to begin.

For purposes of Military Caregiver Leave, the single 12-month period during which servicemember Family Leave may be taken begins on the first day the eligible employee takes such leave to care for a covered servicemember and ends 12 months after that date.

For the purposes of determining available Military Caregiver Leave, the 12-month period during which employees may be eligible for Military Caregiver Leave will be calculated on a 12-month period measured forward from the date the employees' leave to care for the covered servicemember begins.

## **PAID TIME OFF**

An Employee must use all accrued paid time off to cover as much of the FMLA leave as possible. Paid time off and FMLA will run concurrent.

**WORKERS' COMPENSATION**

Workers' Compensation and FMLA will run concurrent.

**LIMITATION FOR MARRIED COUPLES**

Employees who are married to one another are limited to a combined total of 12 weeks of leave during the 12-month period if the leave is taken for: (1) birth of employee's child or to care for the newborn child; (2) placement with the employee of a child for adoption or foster care; or (3) care of the employee's parent with a serious health condition.

**INFORMATION ABOUT FMLA LEAVE**

Employees who desire to take leave should contact APC Human Resources for information concerning their eligibility for the Family and Medical Leave Act. For more information regarding employee rights under the FMLA, employees may also refer to the U.S. Department of Labor's Notice to Employees of Rights under FMLA. <http://www.dol.gov/whd/regs/compliance/posters/fmlaen.pdf>

**8.5 WORKERS' COMPENSATION**

All employees are entitled to Workers' Compensation benefits. This coverage is automatic and immediate and protects you from an on-the-job injury. An on-the-job injury is defined as an accidental injury suffered in the course of your work, or an illness that is directly related to performing your assigned job duties. This job-injury insurance is paid for by APC. If you cannot work due to a job-related injury or illness, Workers' Compensation insurance pays your medical bills and provides a portion of your income until you can return to work. Workers' Compensation and FMLA will run concurrent.

All injuries or illnesses arising out of the scope of your employment must be reported to your supervisor and the Human Resource Department immediately. Prompt reporting is the key to prompt benefits. Benefits are automatic, but nothing can happen until your employer knows about the injury. Insure your right to benefits by reporting every injury, no matter how slight.

Although APC will pay for the time lost because of a work-related accident during the remainder of the normal workday in which the accident occurs, Workers' Compensation payments for lost wages aren't made for the first seven (7) days you're unable to work (including weekends). However, if you're hospitalized or off work more than seven (7) days, payments will be made retroactive back to the first seven (7) days.

Employees returning to work after being absent due to a work-related injury must report to their supervisor and the Human Resource Department prior to beginning work and must bring a doctor's clearance for returning to work.

Employees must provide a Return to Work note from a doctor when returning to work from FMLA or other medical leave of absence or a worker's compensation covered illness or injury.

**8.6 UNEMPLOYMENT INSURANCE**

Depending upon the circumstances, employees may be eligible for Unemployment Compensation upon termination of employment with APC. Eligibility for Unemployment Compensation is determined by the Division of Unemployment Insurance of the State Department of Labor. APC pays the costs of this insurance program.

Unemployment compensation is designed to provide you with a temporary income when you are out of work through no fault of your own. For your claim to be valid, you must have a minimum amount of earnings determined by the State, and you must be willing and able to work. You should apply for benefits through your local State Unemployment Office as soon as you become unemployed.

**8.7 ACCOMMODATION FOR NURSING MOTHERS**

Nursing mothers who wish to express breast milk while at work may request accommodation in the form of a private area and additional break time, if necessary, and based upon the needs and requirements of the client, by contacting [hr@apcinc.com](mailto:hr@apcinc.com). Employee can use her regular breaks for this purpose. Regular rest break time used for expressing breast milk will be paid, but where additional time off is provided as a special accommodation that time may be unpaid.