

Matai Services

Employee Handbook



Last Update: 03/09/2020

Employee Handbook

HANDBOOK DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with Matai Services. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. Matai Services adheres to the policy of employment at will, which permits the Matai Services or the

employee to end the employment relationship at any time, for any reason, with or without cause or notice.



No Matai Services representative other than the President and/or the CEO and/or General Manager may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate Matai Services documents. These Matai Services documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general Matai Services guidelines. The Matai Services may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President and/or the CEO and/or General Manager.

This handbook is subject to the terms of any applicable collective bargaining agreement.

This handbook supersedes all prior handbooks.

Table of Contents

Section 1 - Governing Principles of Employment	5
1-1 Introduction	5
1-2 Equal Employment Opportunity	5
1-3 Non-Harassment	6
1-4 Sexual Harassment	6
1-5 Drug-Free and Alcohol-Free Workplace	7
1-6 Workplace Violence	8
1-7 Federal Contractors: Pay Transparency	9
1-8 Personal Relationships Policy	10
1-9 Anti-Retaliation	11

2-1 Employee Classifications	13
2-2 Your Employment Records	13
2-3 Working Hours and Schedule	13
2-4 Timekeeping Procedures	14
2-5 Overtime	14
2-6 Travel Time for Non-Exempt Employees	15
2-7 Safe Harbor Policy for Exempt Employees	16
2-8 Your Paycheck	17
2-9 Direct Deposit	17
2-10 Salary Advances	17
2-11 Record Retention	17
2-12 Job Postings	18
Section 3 - Safety Compliance	19
3-1 Safety Compliance	19
Section 4 - Benefits	20
4-1 Benefits Overview/Disclaimer	20
4-2 Paid Holidays	20
4-3 Paid Time Off	21
4-4 Lactation Breaks	25
4-5 Workers' Compensation	26
4-6 Jury Duty	26
4-7 Bereavement Leave	26
4-8 Voting Leave	27
4-9 Insurance Programs	27
4-10 Long-Term Disability Benefits	27
4-11 Salary Continuation	28

4-12 Employee Assistance Program

4-13 Retirement Plan

4-14 Health Insurance

28



28

28

Section 5 - Leaves of Absence	30
5-1 Personal Leave	30
5-2 Military Leave	30
5-3 Family and Medical Leave	31
Section 6 - General Standards of Conduct	39
6-1 Workplace Conduct	39
6-2 Punctuality and Attendance	40
6-3 Use of Communications and Computer Systems	40
6-4 Use of Social Media	41
6-5 Personal and Company-Provided Portable Communication Devices	42
6-6 Inspections	43
6-7 Smoking	43
6-8 Personal Visits and Telephone Calls	44
6-9 Solicitation and Distribution	44
6-10 Bulletin Boards	44
6-11 Confidential Company Information	44
6-12 Conflict of Interest and Business Ethics	45
6-13 Use of Facilities, Equipment and Property, Including Intellectual Property	45
6-14 Health and Safety	46
6-15 Hiring Relatives/Employee Relationships	46
6-16 Employee Dress and Personal Appearance	47
6-17 Publicity/Statements to the Media	47
6-18 Operation of Vehicles	47
6-19 Business Expense Reimbursement	48
6-20 References	50
6-21 If You Must Leave Us	50
6-22 A Few Closing Words	50
General Handbook Acknowledgment	52
Receipt of Non-Harassment Policy	53
Receipt of Sexual Harassment Policy	54
Personal Relationships	55
Matai Services Anti-Retaliation	56



Section 1 - Governing Principles of Employment

1-1 Introduction

For employees who are commencing employment with Matai Services ("Matai Services" or the "Matai Services"), on behalf of Matai Services, let me extend a warm and sincere welcome.

For employees who have been with us, thanks for your past and continued service.

I extend my personal best wishes for success and happiness here at Matai Services. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

Nick Lewman, President

1-2 Equal Employment Opportunity

Matai Services is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities and general treatment during employment.

The Matai Services will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let Nick Lewman or Margo McKay know.

The Matai Services will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Matai Services' operations. If you wish to request such an accommodation, please speak to Nick Lewman or Margo McKay.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of Nick Lewman or Margo McKay. The Matai Services will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of Nick Lewman or Margo McKay. To ensure our workplace is free of artificial barriers, violation of this

policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.



1-3 Non-Harassment

It is Matai Services' policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to any member of management. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Nick Lewman or Margo McKay. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Matai Services will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-4 Sexual Harassment

It is Matai Services' policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Matai Services. It is to ensure that at the Matai Services all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.



If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to any member of management. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Nick Lewman or Margo McKay. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Matai Services will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-5 Drug-Free and Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect Matai Services property, and to ensure efficient operations, the Matai Services has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Matai Services.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances, drug paraphernalia or alcohol by an individual anywhere on Matai Services premises, while on Matai Services business (whether or not on Matai Services premises) or while representing the Matai Services, is strictly prohibited. Employees and other individuals who work for the Matai Services also are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

Violation of this policy will result in disciplinary action, up to and including discharge.

The Matai Services maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol



dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs or jeopardizes the health and safety of any Matai Services employee, including themselves.

Employees must notify the Matai Services within five calendar days if they are convicted of a criminal drug violation in the workplace. Within ten (10) days of such notification or other actual notice, the Matai Services will advise the contracting agency of such conviction.

All employees are hereby advised that full compliance with the foregoing policy shall be a condition of employment at the Matai Services.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge.

In the discretion of the Matai Services, any employee who violates the drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Matai Services' satisfaction in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, the Matai Services has established a drugfree awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) distribution of a list of approved drug assistance agencies, organizations and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the Matai Services' safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.)

1-6 Workplace Violence

Matai Services is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to Matai Services and personal property.



We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Matai Services policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a coworker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any Matai Services employee **WILL NOT BE TOLERATED**. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto Matai Services premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Matai Services determines, after an appropriate good faith investigation, that someone has violated this policy, the Matai Services will take swift and appropriate corrective action.



If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger in our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

1-7 Federal Contractors: Pay Transparency

The contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer; or (c) consistent with the contractor's legal duty to furnish information.

1-8 Personal Relationships Policy

Personal Relationships Policy

Matai Services strives to provide a work environment that is collegial, respectful and productive. This policy establishes rules for the conduct of personal relationships between employees, including supervisory personnel, in an attempt to prevent conflicts and maintain a productive and friendly work environment. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish boundaries as to how relationships are conducted during working hours and within the working environment.

A ***“personal relationship”*** is defined as a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for, or supervise the employee with whom he or she is involved.

Matai Services reserves the right to take prompt action if an actual or potential conflict of interest arises concerning individuals who engage in a personal relationship that may affect terms and conditions of employment. Supervisors and managers are prohibited from dating subordinates and may be disciplined for such actions, up to and including termination.

When a conflict or the potential for conflict arises because of a personal relationship between employees, even if there is no line of authority or reporting involved, the



employees may be separated by reassignment or terminated from employment. If such a personal relationship between employees develops, it is the responsibility and obligation of the employees involved to disclose the existence of the relationship to the department director or manager. Individuals in supervisory or managerial roles, and those with authority over others' terms and conditions of employment, are subject to more stringent requirements under this policy due to their status as role models, their access

to sensitive information, and their ability to affect the terms and conditions of employment of individuals in subordinate positions.



Personal Relationship Procedures:

1. During working time and in working areas, employees are expected to conduct themselves in an appropriate workplace manner that does not interfere with others or with overall productivity.
2. During nonworking time, such as lunches, breaks, and before and after work periods, employees engaging in personal exchanges in nonwork areas should observe an appropriate workplace manner to avoid offending other workers or putting others in an uncomfortable position.
3. Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on company premises, whether during working hours or not.
4. Employees who allow personal relationships with co-workers to adversely affect the work environment will be subject to the appropriate provisions of Matai Services' disciplinary policy, including counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.
5. Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to this principle, however, is romantic or sexual relationships between supervisors and subordinates.
6. Any supervisor, manager, executive, or other company official in a sensitive or influential position with Matai Services must disclose the existence of a romantic or sexual relationship with another co-worker. Disclosure may be made to the immediate supervisor or the director of human resources (HR). This disclosure will enable Matai Services to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
7. With regard to Paragraph 6, when a conflict-of-interest problem or potential risk is identified, Matai Services will work with the parties involved to consider options for resolving the problem. The initial solution may be to make sure the parties no longer work together on matters where one is able to influence the other or take action for the other. Matters such as hiring, firing, promotions, performance management, compensation decisions and financial transactions are examples of situations that may require reallocation of duties to avoid any actual or perceived reward or disadvantage. In some cases, other measures may be necessary, such as transfer to other positions or departments.
8. With regard to Paragraph 6, if one or both parties refuse to accept a reasonable solution or to offer of alternative position, if available, such refusal will be deemed a voluntary resignation.
9. Failure to cooperate with Matai Services to resolve a conflict or problem caused by a romantic or sexual relationship between co-workers or among managers, supervisors or others in positions of authority over another employee in a mutually agreeable fashion may be deemed insubordination and cause for

immediate termination. The disciplinary policy of Matai Services will be followed to ensure fairness and consistency before any such extreme measures are undertaken.



10. The provisions of this policy apply regardless of the sexual orientation of the parties involved.
11. Where doubts exist as to the specific meaning of the terms used above, employees should make judgments on the basis of the overall spirit and intent of this policy.
12. Any concerns about the administration of this policy should be addressed to the director of HR.

1-9 Anti-Retaliation

Retaliation

It is Matai Services' policy to prevent intentional and unintentional harassment of any individual by another person on the basis of any protected classification; including but not limited to race, color, national origin, disability, religion, marital status, veteran status, sex, sexual orientation, and/or age. In addition, Matai Services will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in support of Matai Services' Sexual Harassment and Non- Harassment policies.

Matai Services prohibit punishing job applicants or employees for asserting their rights to be free from employment discrimination including harassment. Asserting these rights is called "protected activity," and it can take many forms. For example, it is unlawful to retaliate against applicants or employees for:

- Filing or being a witness in a harassment charge, complaint, investigation, or lawsuit
- Communicating with a supervisor or manager about employment discrimination, including harassment
- Answering questions during an employer investigation of alleged harassment
- Refusing to follow orders that would result in discrimination
- Resisting sexual advances, or intervening to protect others
- Requesting accommodation of a disability or for a religious practice

It could be retaliation if a coworker, supervisor, or member of management acts in response to an employee's allegation of harassment to:

- Reprimand or give a performance evaluation that is lower than it should be
- Transfer the employee to a less desirable position;



- Engage in verbal or physical abuse;
- Threaten to make, or actually make reports to authorities (such as reporting immigration status or contacting the police)
- Increase scrutiny
- Spread false rumors, treat a family member negatively (for example, cancel a contract with the person's spouse)
- Make the person's work more difficult (for example, punishing an employee for an EEO complaint by purposefully changing his work schedule to conflict with family responsibilities)

If an employee feels he or she has been subjected to any such retaliations, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy (retaliation may be reported to any member of Management, Suzana Lewman, or Margo McKay). Violation of this policy will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations. Failure to cooperate with an investigation may be grounds for immediate termination.



Section 2 - Operational Policies

2-1 Employee Classifications

For purposes of this handbook, all employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 40 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 40 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term Employees generally are not eligible for Matai Services benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

2-2 Your Employment Records

In order to obtain their position, employees provided us with personal information, such as address and telephone number. This information is contained in the employee's personnel file.

The employee should keep his or her personnel file up to date by informing the Director of Payroll and/or Suzana Lewman of any changes. The employee also should inform the Director of Payroll and/or Suzana Lewman of any specialized training or skills he or she may acquire in the future, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

2-3 Working Hours and Schedule

Matai Services normally is open for business from 7:00 am to 5:00 pm, Monday through Friday. The employee will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.



Employees will be provided meal and rest periods as required by law. A Supervisor will provide further details.

2-4 Timekeeping Procedures

All employees must record their actual time worked for payroll and benefit purposes. Nonexempt employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason. Via the login-logout sheet provided by the foreman or super intendant on site.

Exempt employees should record time daily- recording 8 hours each day. Vacation and Holiday may be entered in advance for the same pay period. Sick Days must also be recorded and emailed to Suzana@mataiservices.com. This can be done on your behalf by contacting your immediate supervisor or completed by the employee in the same pay period. If charging time against a project- the appropriate cost code should be entered. ALL TIME SHOULD ENTERED AND EMAILED TO SUZANA@MATAISERVICES.COM BY END OF BUSINESS (EOB) EACH FRIDAY.

Non-Exempt employees (electricians/laborers/material expeditors)- should record time for themselves (if foreman or supervisor) and for their crews via the sign in sheet. Time should be recorded daily for all employees. The appropriate classification of each employee should be entered (General Foreman, Foreman, Journeyman, Apprentice, CW, CE, Stockman, etc) and the appropriate cost code should be selected showing the area of work (site, gear, lighting, etc). ALL TIME SHOULD BE ENTERED AND EMAILED TO SUZANA@MATAISERVICES.COM BY EOB EACH FRIDAY. Field leadership (Foremen, Superintendents, Supervisors)- should email their respective Project Manager each Friday by EOB.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Exempt employees are required to record their daily work attendance and report full and half days of absence from work for reasons such as leaves of absence, sick leave, vacation/holiday or personal business.

Non-exempt employees may not start work until their scheduled starting time unless authorized by supervisor.

It is the supervising employee (foreman/woman, lead man/woman, superintendent) to capture time of respective non-exempt employees (electricians / laborers, etc) on assigned projects. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors.



2-5 Overtime

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law. Non-exempt employees who perform work during the hours of 12:00 AM to 7:00 AM, in excess of 12 hours per calendar day, or recognized Holiday- will be compensated at the rate of two times (2.0) his/her normal hourly wage.

Employees may work overtime only with prior management authorization.

For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Monday and ends 168 hours later at 12 a.m. on the following Monday.

2-6 Travel Time for Non-Exempt Employees

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Full-Time Travel Team

Effective July 1, 2020, Matai will return to issuing per diem on the 1st and 15th of the month. The payment will no longer be issued as a reimbursement for travel days. Moving forward, Matai will advance the per diem checks on the 1st and 15th, effectively paying the per diem on or before the travel date.

Monthly Per Diem disbursements based on job description:

Matai pays a minimum monthly disbursement based on job title/description. Per diem is issued in bi-monthly increments and calculated based on traveling for work Monday through Friday. The following information is calculated based on a 30-day month, 22 working days.

Laborer: \$1,200 monthly, \$54.55 per day

Apprentice: \$1,500 monthly, \$68.18 per day

Journeyman: \$1,800 monthly, \$81.82 per day



GSA: Per diem rates are subject to change based on project requirements. When traveling for a project that requires GSA per diem, Matai will pay the base rate or the GSA rate, whichever is higher.

Unused per diem: when per diem is paid in advance, all employees are required to return unused per diem to the company. This can be returned through a payroll deduction request, deducting the amount from future per diem disbursements, or writing a check directly to Matai Services.

Per diem and Vacation: per diem does not extend to vacation days. If you received per diem while on vacation, please follow the protocols for unused per diem.

Issuing date: Matai advances the per diem checks on the 1st and 15th, effectively paying the per diem on or before the travel date.

Please note; Matai uses per diem to help full-time travelers off-set expenses for travel. Matai is focused on providing its team members with consistent work to keep our team working throughout the year. Our business model focuses on providing consistent and challenging work for the team in a safe and enjoyable work environment. It is our belief that a safe and productive week cannot be offered by asking team members to work more than 50 hours a week for an extended period of time. For these reasons, Matai does not compete with the wages, overtime promises, and per diems offered by contract companies.

There are full-time traveling team members who have experience covering their living expenses using per diem alone. For those individuals, they have identified a way to budget, shop, and negotiate to make the traveling lifestyle fit within the per diem disbursement. While this is possible, it is not the norm. It is understandable and expected that one may be required to utilize their paycheck to pay for daily cost of living expenses.

Commuting Time

Under the Portal to Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable. Commuting time within a Union Jurisdiction (Local 124) is generally non-compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.



2-7 Safe Harbor Policy for Exempt Employees

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.

Employees classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for Matai Services. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability;
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- family and Medical Leave absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the employer has decided to close a facility on a scheduled workday;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.



If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), he or she should immediately contact Suzana Lewman or any other supervisor in Matai Services with whom the employee feels comfortable.

2-8 Your Paycheck

The employee will be paid weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the Matai Services is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of Suzana Lewman immediately so the Matai Services can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless he or she requests that they be mailed, or authorize in writing another person to accept the check.

2-9 Direct Deposit

Matai Services strongly encourages employees to use direct deposit. Authorization forms are available from Suzana Lewman.

2-10 Salary Advances

Matai Services does not permit advances on paychecks or against accrued paid time off.

2-11 Record Retention

The Matai Services acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the Matai Services and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the President to inform him or her of potential or actual litigation, external audit, investigation or similar proceeding involving the Matai Services that may have an impact on record retention protocols.



2-12 Job Postings

Matai Services is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the on-line job posting program which is in place for all employees. To be eligible to apply for an open position, employees must meet several requirements:

- Should be a current, regular, full-time or part-time employee
- Been in your current position for at least six months
- Maintain a performance rating of satisfactory or above
- Should not be on an employee conduct/performance-related probation or warning
- Must meet the job qualifications listed on the job posting
- Required to provide the employee's manager with notice prior to applying for the position

If the employee finds a position of interest on the job posting website and meet the eligibility requirements, an on-line job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The Matai Services reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

Section 3 - Safety Compliance

3-1 Safety Compliance

Matai Services treats the safety of employees as the first priority. We invest in safety training, safety resources, personal protection equipment, and enforce all applicable safety regulations.

Every employee has the authority to stop a project or address a situation if they feel there is an immediate risk to life and safety.

Matai Services provides a safety orientation to employees, Matai Services' Safety Manual, regular ongoing safety trainings, and access to Matai Services' library of safety resources via ProCore, or via Matai Services' Corporate Safety Manager- Travis Miller. If there is a discrepancy between the safety standards or policy on a project/worksite- the most rigorous policy will prevail and should be followed. Any questions regarding the safety policies that are to be followed should be directed to an employee's immediate supervisor immediately and to Travis Miller.

Employees are expected to adhere to all safety policies- including, but not limited to, the use of personal protection equipment (hard hats, gloves, eye protection, high visibility



vests, fall protection, appropriate footwear) as deemed necessary by the worksite. Employees are responsible to check their safety equipment before use and report any excessive wear and tear or deficiencies to their supervisor immediately. Employees are responsible for the recognition of safety hazards on a construction site and should exercise reasonable good judgment to avoid these situations/hazards. Although impossible to list all hazards encountered on a construction site- these include: large equipment, overhead hazards, trenches, heights at which an employee or material could fall from, welding/cutting torches, work/tools that produce heat, raw/sharp edges, live circuits (hot work).

Trade specific (electrical) safety precautions regarding working with or around electricity are deferred to the IBEW (International Brotherhood of Electrical Workers) training and safety policies. Matai Services' policy is to avoid (NOT) work on hot/live energized circuits. Any deviation from this policy should be documented in writing by the Project Manager, and Foreman and should be accompanied by an Activity Hazard Analysis and detailed plan of action to mitigate risks.

Employees found in violation of Matai Services' Safety policies may be separated from the Company immediately or issued a verbal/written warning and receive additional training depending on the severity of the violation. The severity will be determined by Matai Services Management. Employees found to be in violation of the Safety policies twice may be separated from the Company.

Section 4 - Benefits

4-1 Benefits Overview/Disclaimer

In addition to good working conditions and competitive pay, it is Matai Services' policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.

The next few pages contain a brief outline of the benefits programs Matai Services provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from the Suzana Lewman or Margo McKay. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents



shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, Matai Services (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the Matai Services intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact the Suzana Lewman or Margo McKay.

4-2 Paid Holidays

Full-time employees will be paid for the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the Matai Services.



If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the Matai Services.

4-3 Paid Time Off

Paid Time Off

Matai Services believes that its employees are the key to what makes a great company. Although work makes up a large portion of an employee's life, we believe that a balance between work and non-work activities is essential to maintain quality performance and a positive work atmosphere. To support this philosophy, the company has designed a paid time off (PTO) plan that incorporates vacation, personal and sick leave into one program.

Eligibility

An individual must be employed by the company for three consecutive months to be eligible for PTO. Upon completion of three consecutive months, an employee's accrual of PTO time is retroactive to the first full day of employment. PTO is earned every pay period and is available for use as the time is earned. Employees with less than 90 days of service with Matai Services may not take time away from work except under special circumstances and with supervisory approval.

All full-time employees will accrue PTO hours according to the following schedule:

<u>Years of Service</u>	<u>Days per Year</u>
Less Than One Year	7 days (prorated)
1 -5 years	10days
6+ years	15 days

For purposes of this policy, the year begins on employee's date of hire.

Use and Scheduling of PTO

PTO is designed to cover all absences from work; including leave for personal sickness, family sickness, family activities, activities, and extra holiday time. If an employee is unable to report to their physical work location, PTO will be applied. In general, all PTO must be preapproved by and prescheduled with the employee's supervisor and may be taken in hourly increments. Approval for all scheduled time away is subject to applicable workloads. Supervisors have the right to disapprove leave.

All prescheduled /preapproved PTO days need to be submitted/approved in writing with a copy emailed to Suzana@mataiservices.com.



In case of emergencies, however, employees shall be allowed to unscheduled PTO with less than 24 hours' notice and regardless of applicable workload. In the event of emergency unscheduled PTO, employees must notify their supervisor as soon as practicable. Failure to notify their supervisor will be considered a no call/no show and may result in disciplinary action.

Employees may find they need time away from work prior to accruing the hours necessary. In such cases, an employee may build up a negative balance with the prior approval of his or her supervisor. Should an employee leave the company or be terminated with a negative PTO balance, the balance owed will be deducted from the employee's final paycheck per any applicable state law.

Rollover and Cash Out

A maximum of 24 hours of accrued and unused PTO time may be carried over from one calendar year to the next. Exceptions to the carryover policy will be subject to manager's discretion. Employees will not be able to "sell" unused PTO hours back to the company unless authorized by the company president. Employees with 10 or more years of service will be allowed to cash out up to 40 hours of PTO at the end of the calendar year. Eligible employees will be paid their equivalent hourly rate for up to 40 hours of unused PTO. Eligible employees must elect to cash out and notify Margo McKay in writing by December 31st. PTO cash out will be paid during the January monthly check run and is considered taxable income.

Payment Upon Separation

Upon resignation, separation or retirement, unused PTO time will not be paid out unless mandated by state law. Employees in Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Nebraska, North Dakota, and Rhode Island please see your state specific policy regarding PTO payment upon separation.

Other Leave

Holidays

The following holidays will be recognized as company holidays and will be paid in addition to annual paid leave:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving (2 days – Thanksgiving and the day after)
- Christmas Day



Paid Family and Medical Leave

Matai Services provides paid Family and Medical leave to eligible employees. To be an “eligible employee,” an employee must be employed full time by Matai Services for at least 12 months and have worked at least 1,250 hours in the previous 12-month period. Paid Family and Medical Leave is available to employees with a Family and Medical Leave Act (FMLA) qualifying event. Employees are eligible for up to 40 hours of Paid Family and Medical Leave per qualifying event in a 12-month period. Paid Family and Medical Leave must be taken concurrently with FMLA and any eligible Short-Term Disability coverage. Employees may use PTO concurrently with FMLA.

Maternity Leave

In addition to Paid Family and Medical Leave, Maternity Leave is available to eligible employees. To be an “eligible employee,” an employee must be employed full time by Matai Services for at least 12 months and have worked at least 1,250 hours in the previous 12-month period and have a qualifying medical condition. Eligible employees will receive 1 week of paid maternity leave. Paid Maternity Leave must be taken concurrently with FMLA and any Short-Term Disability elected. Employees may use PTO concurrently with FMLA/Short Term Disability.

Paternity Leave

In addition to Paid Family and Medical Leave, Maternity Leave is available to eligible employees. To be an “eligible employee,” an employee must be employed full time by Matai Services for at least 12 months and have worked at least 1,250 hours in the previous 12-month period and have a qualifying medical condition. Eligible employees will receive 1 week of paid paternity leave.

Jury Duty Leave

Matai Services realizes that it is the obligation of all US citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service. Employees are further expected to keep management informed of the length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty. Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for Matai Services during such week.

Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, employees may take off enough working



time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your supervisor should be notified at least two days prior to the voting day.

Bereavement Leave

Matai Services knows that the death of a family member is a time when employees wish to with their families. Exempt employees are eligible for bereavement time-off. If the employee is a full-time and loses a close relative, they are allowed paid time off up to three (3) days to assist in the attending to his or her obligations and commitments. For the purpose of this policy a close relative includes a spouse, domestic partner, child, parent, sibling or any other relation required by law. Paid leave may only be taken on regularly scheduled, consecutive workdays following the day of death. Employees must tell their supervisor prior to starting bereavement leave. In administering this policy, Matai Services may require verification of death.

Office Closure - Inclement Weather Events

It is the policy of Matai Services to remain open during most inclement weather events; however, when extraordinary circumstances warrant, the company reserves the right to close certain offices. Matai Services management will monitor available weather information to help in office closure decision. Once the decision to close an office has been made, it will be communicated to employees as soon as practicable to give employees an opportunity to prepare for inclement weather. The notice to close an office may be communicated via phone, text, and/or email and it is the employee's responsibility to monitor these means for office closure notifications. If Matai Services closes an office, all exempt level employees will receive their regular pay for the day(s) of closure. Nonexempt employees will not be paid during an office closure (unless authorized by Matai Services' CEO) but may use PTO for any days not at work.

If Matai Services (or a local Matai Services office) remains open during an inclement weather event, it is each employee's decision as to whether they will show up for work during such weather events. If an employee elects not to work on a given day due to inclement weather, PTO will be used for that absence. Employees using PTO should call or email to their manager/supervisor advising as to their status for the day.

During Inclement Weather Events, Matai Services may allow for delayed reporting. Employees will be notified in advance of the delayed reporting time. Employees who report to work by the delayed reporting time will not be charged any PTO for that day. As always, if an employee elects not to work on a given day due to inclement weather, PTO will be used for that absence.

On days when weather conditions worsen as the day progresses, Matai Services may decide to close early. In such cases, a decision and an announcement will be made, and employees will be expected to remain at work until the appointed closing time or they receive permission from their department head to do otherwise. In the event of an early office closure employees will not be charged any PTO.



In the event of an extended closure (ex: mandatory evacuations, etc.)

Matai Services management will communicate to the employees of the affected office the anticipated closure details. For Office Closures more than 3 days, Matai Services reserves the right to assign employees an alternate work location; including telecommuting. As always, if an employee elects not to work on a given day due to inclement weather, PTO will be used for that absence. If an extended closure is anticipated, it is the employee's responsibility to prepare for an extended period away from their primary work location. When practicable, Matai Services devices (laptops/tablets/cellphones/etc.) should be taken with an employee if the office closure is expected to be more than 24 hours.

4-4 Lactation Breaks

The Matai Services will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's infant child, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The Matai Services will make reasonable efforts to provide employees with the use of a room or location other than a toilet stall for the employee to express milk in private. This location may be the employee's private office, if applicable. The Matai Services may not be able to provide additional break time if doing so would seriously disrupt the Matai Services' operations, subject to applicable law. Please consult the Human Resources Department if you have questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

4-5 Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their Supervisor. Failure to follow Matai Services procedures may affect the ability of the employee to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.



4-6 Jury Duty

Matai Services realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the Matai Services during such week.

4-7 Bereavement Leave

We know the death of a family member is a time when employees wish to be with their families. Exempt employees are eligible for bereavement time-off. If the employee is fulltime, part-time and loses a close relative, the employee will be allowed paid time off of up to three (3) days to assist in attending to obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic partner, child, parent, sibling or any other relation required by applicable law. Paid leave days only may be taken on regularly scheduled, consecutive workdays following the day of death. Employees must inform their Supervisors prior to commencing bereavement leave. In administering this policy, the Matai Services may require verification of death.

4-8 Voting Leave

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, your Supervisor should be notified at least two days prior to the voting day.

4-9 Insurance Programs

Full-time employees may participate in the Matai Services' insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits. As per the Health Plan policies, employees are eligible for the coverage after a full calendar month of



employment. More specifically, a calendar month is defined as the month of January, February, March, etc.- not 30 days.

Upon becoming eligible to participate in these plans, you will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to speak to Human Resources if you have any further questions.

4-10 Long-Term Disability Benefits

Full-time employees are eligible to participate in the Life Insurance, Short-Term and/or Long-Term Disability plan(s). Short Term Disability, Long Term Disability, and Life Insurance are available to employees through our benefit partner Guardian. Guardian may require additional forms and/or health screenings to determine eligibility. Employees may elect to participate at time of employment or during open enrollment.

Short Term Disability

Pays 60% of salary weekly (up to \$1,500) after a 7-day waiting for 13 weeks. Employee paid premiums will be deducted weekly, post-tax from employee's paycheck. Premium is based on employee's annual salary.

Long Term Disability

Pays 60% of salary monthly (up to \$6,000) after a 90-day waiting until Social Security Retirement Age. Employee paid premiums will be deducted weekly, post-tax from employee's paycheck. Premium is based on employee's annual salary and age.

Life Insurance

Employees may elect life insurance for themselves, spouse, and/or children. Our life insurance policy also includes an Accidental Death and Dismemberment policy of 1 time the life insurance amount. Premiums are based on employee's age

4-11 Salary Continuation

Matai Services may provide enhanced monetary short-term disability benefits to full-time employees. These enhanced monetary benefits are inclusive of any monetary workers' compensation or statutory short-term disability benefits.

This is not a leave of absence provision. Employees who will be out of work must request a leave of absence. See the Leave of Absence sections of this handbook for more information. Employees will be required to submit medical certification as requested by Matai Services. Required medical certification under this policy may differ from the medical certification required for any leave of absence requested.



4-12 Employee Assistance Program

Matai Services provides an employee assistance program for employees through the health insurance carrier (BCBS KC). This program offers qualified counselors to help you cope with personal problems you may be facing. Further details can be obtained through Human Resources or through the following website: <https://members.bluekc.com/>

4-13 Retirement Plan

Eligible employees are able to participate in the Matai Services' 401K retirement plan. Plan participants may make pre-tax contributions to a retirement account and receive a company contribution based on an employee's base salary. Matai Services offers a 401(k)-retirement plan through Empower Retirement. Employees are eligible to participate on the first of the month following 30 calendar days of employment. After One (1) calendar year of employment, employees are eligible for up to a 3% company match. Any employee contributions will be deducted from their paycheck weekly. Of course, feel free to speak to Suzana Lewman or Margo McKay if there are any further questions.

4-14 Health Insurance

Health (Medical/Dental/Vision) Insurance

Medical coverage is available for employees and immediate family members through the Trustmark Open Access Plus Network. Visit www.mytrustmarkbenefits.com for more information on the Trustmark Network. Prescription drug coverage is provided through Southern Scripts Rx. Visit southernscripts.net for more information on covered drugs and prescription copays. Dental and Vision coverage are available with no network. Matai Services covers the premiums for employees and dependents. Employees are eligible on the first of the month following 30 calendar days of employment. Employees may elect to participate in Matai Services' Health Insurance plan at time of hire, during open enrollment, or with a qualifying life event. For more information or questions, please contact Margo McKay

Medical Deductible	Please reference your medical policy for the most accurate information
Out of Pocket Max	
Co-Insurance	10%
Dental Deductible	



Dental Calendar Year Max Benefit	\$1,500 Covered at 100%(Preventive), 80% (Basic) or 60% (Major)
Orthodontia	Covered at 50% (\$2,000 lifetime max)
Vision Benefit	\$300 for vision expenses every 2 years (Plan period 2019/2020, 2021/2022, etc)

Section 5 - Leaves of Absence

5-1 Personal Leave

If employees are ineligible for any other Matai Services leave of absence, Matai Services, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to management at least two (2) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and employees are not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. The request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks. However, a personal leave may be extended if, prior to the end of leave, employees submit a written request for an extension to management and the request is granted. During the leave, employees will not earn vacation, personal days or sick days. We will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to the Matai Services in a timely manner, subject to the terms of the plan documents.

When the employee anticipates returning to work, he or she should notify management of the expected return date. This notification should be made at least one week before the end of the leave.

Upon completion of the personal leave of absence, the Matai Services will attempt to return employees to their original job or a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise management of availability to return to work, failure to return to work when notified or a continued absence from work beyond the time approved by the Matai Services will be considered a voluntary resignation of employment.

Personal leave runs concurrently with any Matai Services-provided Short-Term Disability Leave of Absence.



5-2 Military Leave

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

5-3 Family and Medical Leave

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Margo McKay.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by the Matai Services for at least 12 months (which need not be consecutive); 2) have been employed by the Matai Services for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

Special hours of service eligibility requirements apply to airline flight crew employees.

II. Entitlements

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration.



A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on the calendar year. Leave may be taken for anyone, or for a combination, of the following reasons:

- 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 (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes

the employee unable to perform one or more of the essential functions of the employee's job; and/or

- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

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.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered servicemember** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the servicemember with a serious injury or illness. Leave to care for a servicemember shall only be available during a single-12-month period and, when combined with other



FMLA qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured servicemember.

A **"covered servicemember"** is 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 on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered servicemembers** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the 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. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "serious injury or illness" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Qualifying exigency leave also may be taken on an intermittent basis.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Matai Services substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Matai Services will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.



G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the Matai Services telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Matai Services' designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Matai Services may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Matai Services' failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Matai Services and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the Matai Services of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their Supervisor and/or Margo McKay of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Matai Services to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Matai Services' questions to determine if absences are potentially FMLA-qualifying.



If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Matai Services has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

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, or the approximate timing of the need for leave is not foreseeable, employees must provide the Matai Services notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with the Matai Services and make a reasonable effort to schedule treatment so as not to unduly disrupt the Matai Services' operations, subject to the approval of an employee's health care provider. Employees must consult with the Matai Services prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Matai Services and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Matai Services may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered servicemember, the Matai Services may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Matai Services of the reason why such leave is medically necessary. In such instances, the Matai Services and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Matai Services' operations, subject to the approval of the employee's health care provider.



C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Matai Services with timely, complete and sufficient medical certifications. Whenever the Matai Services requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Matai Services' request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Matai Services will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Matai Services will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Matai Services (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Matai Services with authorization allowing it to clarify or authenticate certifications with health care providers, the Matai Services may deny FMLA leave if certifications are unclear.

Whenever the Matai Services deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered servicemember, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Matai Services has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Matai Services' expense. If the opinions of the initial and second health care providers differ, the Matai Services may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Matai Services and the employee.



2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, the Matai Services may require employees to provide recertification of medical conditions giving rise to the need for leave. The Matai Services will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Matai Services with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Matai Services may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Matai Services may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered servicemember with a serious injury or illness, the Matai Services may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, and in accordance with the FMLA regulations, the Matai Services may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave.

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees may use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon



written request, the Matai Services will allow employees to use accrued paid time to supplement any paid disability benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Matai Services notifies employees of other arrangements, whenever employees are receiving pay from the Matai Services during FMLA leave, the Matai Services will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Matai Services' obligation to maintain health care coverage ceases if the employee's premium payment is more than 30 days late. If the employee's payment is more than 15 days late, the Matai Services will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If



employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Matai Services for the cost of the premiums the Matai Services paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The Matai Services may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the Matai Services. (This fact-specific determination will be made by the Matai Services on a case-by-case basis.) The Matai Services will notify employees if they qualify as a "highly compensated", if the Matai Services intends to deny reinstatement, and of the employee's rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Margo McKay. The Matai Services is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Margo McKay immediately. The Matai Services will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Matai Services' other leave policies in this handbook or contact Margo McKay.



Section 6 - General Standards of Conduct

6-1 Workplace Conduct

Matai Services endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the Matai Services' sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing or defacing Matai Services property or a co-worker's property, and/or disclosure of confidential information.
3. Falsifying another employee's time records.
4. Violation of safety rules and policies.
5. Violation of Matai Services' Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening or disrupting the work of others or other violations of Matai Services' Workplace Violence Policy.
7. Failure to follow lawful instructions of a supervisor.
8. Failure to perform assigned job duties.
9. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
10. Gambling on Matai Services property.
11. Willful or careless destruction or damage to Matai Services assets or to the equipment or possessions of another employee.
12. Wasting work materials.
13. Performing work of a personal nature during working time.
14. Violation of the Solicitation and Distribution Policy.
15. Violation of Matai Services' Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and Matai Services reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The Matai Services will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, Matai Services will endeavor to utilize

progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.



The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6-2 Punctuality and Attendance

Employees are hired to perform important functions at Matai Services. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on fellow employees and Supervisors. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify Supervisors as early as possible, but no later than the start of the work day. Asking another employee, friend or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the illness and its expected duration, for every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with Matai Services.

6-3 Use of Communications and Computer Systems

Matai Services' communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other Matai Services policy. This includes the voice mail, email and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the Matai Services systems.

Matai Services may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Matai Services deems it appropriate to do so. The reasons for which the Matai Services may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Matai Services operations continue appropriately during an employee's absence.

Further, Matai Services may review Internet usage to ensure that such use with Matai Services property, or communications sent via the Internet with Matai Services property, are appropriate. The reasons for which the Matai Services may review employees' use of the Internet with Matai Services property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring

compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that Matai Services operations continue appropriately during an employee's absence.



The Matai Services may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The Matai Services' policies prohibiting harassment, in their entirety, apply to the use of Matai Services' communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the Matai Services' communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6-4 Use of Social Media

Matai Services respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect Matai Services interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not post on a blog or web page or participate on a social networking platform, such as Twitter or similar site, during work time or at any time with Matai Services equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages and social networking platforms, such as Twitter, Facebook, LinkedIn or similar sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed in a blog, web page or social networking site.

Whether an employee is posting something on his or her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the Matai Services and also expresses either a political opinion or an opinion regarding the Matai Services' actions that could pose an actual or potential conflict of interest with the Matai Services, the poster must include a disclaimer. The poster should specifically state

that the opinion expressed is his/her personal opinion and not the Matai Services' position. This is necessary to preserve the Matai Services' good will in the marketplace.



Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous or violent is forbidden. Matai Services policies apply equally to employee social media usage.

Matai Services encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Employees must use their best judgment. Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

6-5 Personal and Company-Provided Portable Communication Devices

Matai Services-provided portable communication devices (PCDs), including cell phones and personal digital assistants / tablets, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes as permitted the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT partner to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through the Matai Services' networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a Matai Services-provided or personal device, employees must comply with applicable Matai Services guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a Matai Services-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If an employee who uses a personal PCD for business resigns or is discharged, the employee will be required to submit the device to the IT department for resetting on or before his or her last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, Matai Services information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.



Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of Matai Services information. This is the only way currently possible to ensure that all Matai Services information is removed from the device at the time of termination. The removal of Matai Services information is crucial to ensure compliance with the Matai Services' confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a Matai Services-issued device, the Matai Services' electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on Matai Services business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

6-6 Inspections

Matai Services reserves the right to require employees while on Matai Services property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Matai Services or client property, and work areas. This includes lockers, vehicles, desks, cabinets, workstations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the Matai Services or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

6-7 Smoking

Smoking, including the use of e-cigarettes, is prohibited inside Matai Services buildings and in all Matai Services vehicles.

Designated smoking areas should be outside and provide enough distance from other coworkers and customers.

Smoking during construction work is prohibited on construction projects and should be limited to break times in designated smoking areas.

6-8 Personal Visits and Telephone Calls

Disruptions during work time can lead to errors and delays. Therefore, we ask that personal telephone calls be kept to a minimum, and only be made or received after working time, or during lunch or break time.

6-9 Solicitation and Distribution

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing his/her work tasks for Matai Services. Solicitation of any kind by non-employees on Matai Services premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the Matai Services is prohibited at all times. Distribution of literature by non-employees on Matai Services premises is prohibited at all times.

6-10 Bulletin Boards

Important notices and items of general interest are continually posted on our employee portal website or on jobsite/breakroom boards. Employees should make it a practice to review it frequently. This will assist employees in keeping up with what is current at Matai Services. To avoid confusion, employees should not post or remove any material from the bulletin board.

6-11 Confidential Company Information

During the course of work, an employee may become aware of confidential information about Matai Services' business, including but not limited to information regarding Matai Services finances, pricing, products and new product development, software and computer programs, marketing strategies, suppliers and customers and potential



customers. An employee also may become aware of similar confidential information belonging to the Matai Services' clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to our competitors. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the Matai Services may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

6-12 Conflict of Interest and Business Ethics

It is Matai Services' policy that all employees avoid any conflict between their personal interests and those of the Matai Services. The purpose of this policy is to ensure that the Matai Services' honesty and integrity, and therefore its reputation, are not compromised. The fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the Matai Services.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

1. holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the Matai Services, by any employee who is in a position to directly or indirectly influence either the Matai Services' decision to do business, or the terms upon which business would be done with such organization;
2. holding any interest in an organization that competes with the Matai Services;
3. being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the Matai Services or which competes with the Matai Services; and/or
4. profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the Matai Services.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is your responsibility to report any actual or potential conflict that may exist between you (and your immediate family) and the Matai Services.

6-13 Use of Facilities, Equipment and Property, Including Intellectual Property



Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their Supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the Matai Services' intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

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

6-14 Health and Safety

The health and safety of employees and others on Matai Services property are of critical concern to Matai Services. The Matai Services intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the Matai Services' premises, or in a product, facility, Matai Services of equipment, process or business practice for which the Matai Services is responsible should be brought to the attention of management immediately.

Periodically, the Matai Services may issue rules and guidelines governing workplace safety and health. The Matai Services may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

Near Misses are defined as situations or incidents where an accident was nearly avoided or could have happened in due to the environmental conditions, decisions made, or controllable factors. These should be reported to the employee's Supervisor.



6-15 Hiring Relatives/Employee Relationships

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, Matai Services may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the Matai Services. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The Matai Services generally will attempt to identify other available positions, but if no alternate position is available, the Matai Services retains the right to decide which employee will remain with the Matai Services.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

6-16 Employee Dress and Personal Appearance

You are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment/clothing. Please contact your Supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

6-17 Publicity/Statements to the Media

All media inquiries regarding the position of the Matai Services as to any issues must be referred to General Manager. Only General Manager is authorized to make or approve public statements on behalf of the Matai Services. No employees, unless specifically designated by General Manager, are authorized to make those statements on behalf of Matai Services. Any employee wishing to write and/or publish an article, paper, or other



6-18 Operation of Vehicles

All employees authorized to drive Matai Services-owned or leased vehicles or personal vehicles in conducting Matai Services business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately. This includes citations, or any other infractions against the employees driving record. All employees will receive annual reviews of their driving record by Matai Services' insurance carrier.

An employee must have a valid driver's license in his or her possession while operating a vehicle off or on Matai Services property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

Only Matai Services employees are insured while driving Matai Services vehicles. Non Matai Services employees should not drive Matai Services vehicles.

Employees who are assigned a company vehicle must communicate any maintenance or repair needs proactively to management or home office (Kenny Mayfield). Employees are encouraged to use the company accounts at Jiffy Lube and Valvoline for regular oil changes. Employees may reference Progress Electric for Jiffy Lube and Matai Services for Valvoline to access the master account. Employees must maintain appropriate air pressure in tires as part of the safe pre-operation of their company vehicles.

Company vehicles are to be kept presentable and clean. Employees are not to place any stickers on company vehicles or modify vehicles. This includes window tinting, stereos, alarms, etc.

Matai Services maintains a no-smoking policy in all company vehicles.

Matai Services-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on Matai Services business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a

hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.



Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving are prohibited in all circumstances.

6-19 Business Expense Reimbursement

Employees will be reimbursed for reasonable approved expenses incurred in the course of business. These expenses must be approved by the employee's supervisor or designated reviewing employee and may include air travel, hotels, motels, meals, cab fare, rental vehicles, or gas and car mileage for personal vehicles. All expenses incurred should be submitted to the designated approving person per the Certify expense reporting procedures. Employees that maintain a Matai Services corporate credit card should submit timely expense reports via Matai Services' expense reporting software. (certify software).

Employees are expected to exercise restraint and good judgment when incurring expenses. Employees should contact their supervisor in advance if they have any questions about whether an expense will be reimbursed. In the event two or more Matai Services employees are traveling together and incurring a meal expense; the senior employee (defined by role) may incur the expense for both/multiple individuals.

Expense reporting

Expense reports should be created and filed in the Certify Expense report system on a timely basis to maintain accounting accuracy and timely reconciliations. All reports should be completed and submitted for approval within 15 days of the close of each billing cycle. Matai Services maintains a monthly billing cycle anchored at the 24th of each month. As such, expense reports should be submitted each month no later than the 10th of each month for the previous month's activity.

Receipts

Employees must submit copies of receipts for any purchase over \$10. Receipts should be legible, itemized (show what was purchased and the sum of the expense), dated, include the merchant name. Handwritten receipts should be avoided.

Travel

Any business travel should be booked via the certify travel feature. Employees should select economy fares unless traveling for greater than 5 hours per leg or traveling



internationally. If flying on southwest airlines, Early Bird registration is allowed. The certify travel system has policy features to define policy boundaries when selecting rental cars, hotels, and flights. Please adhere to these policies and spend boundaries when booking your travel. These include selecting hotels, airfare, and rental cars that are within policy guidelines. All flights should be made as soon as the dates are made available to an employee.

Mileage

Employees who are eligible for mileage reimbursement will receive mileage reimbursements according to the most current and applicable IRS reimbursement rate. Employees filing for mileage reimbursement should use the certify system to create an expense report. The certify system will pull the most recent IRS mileage reimbursement rate when calculating the amount each employee is eligible for.

Meals

Meals that occur during the course of business travel are eligible for reimbursement. meals during company business, customer entertainment, or of a dominant business nature may also be eligible for reimbursement. If you have questions regarding the nature of a business meal and the eligibility to expense; please contact your supervisor.

Matai Services maintains a standard spend limit for meal reimbursement when traveling alone at the following limits:

- breakfast: \$10
- lunch: \$15
- dinner: \$25

If traveling in a location/area where a reasonable meal costs exceeds these amounts; please exercise austerity and good judgment and explain variances in the notes section of your expense report.

6-20 References

Matai Services will respond to reference requests through the Human Resources Department. The Matai Services will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

6-21 If You Must Leave Us



Should an employee decide to leave the Matai Services, we ask that he or she provide a Supervisor with at least two (2) weeks advance notice of departure. Thoughtfulness will be appreciated.

All Matai Services, property including, but not limited to, keys, security/access cards, parking passes, laptop computers, fuel cards, credit cards, business cards, phones, tablets, personal protection equipment, company tools, etc., must be returned at separation.

Employees also must return all of the Matai Services' Confidential Information upon separation. To the extent permitted by law, employees will be required to repay the Matai Services, (through payroll deduction, if lawful) for any lost or damaged Matai Services, property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

6-22 A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about Matai Services. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Matai Services, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the Matai Services or its personnel policies and practices.

General Handbook Acknowledgment



This Employee handbook is an important document intended to help you become acquainted with Matai Services. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Matai Services' operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Employee handbook.

I have received and read a copy of Matai Services' Employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Matai Services at any time.

I further understand that my employment is terminable at will, either by myself or the Matai Services, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of Matai Services other than the President and/or the CEO and/or General Manager may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Matai Services' Employee handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt of Non-Harassment Policy



It is Matai Services' policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to any member of management. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Nick Lewman or Margo McKay. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Matai Services will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand Matai Services' Non-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Receipt of Sexual Harassment Policy



It is Matai Services' policy to prohibit harassment of any employee by any Supervisor, employee, customer or vendor on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Matai Services. It is to ensure that at the Matai Services all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars or posters, sending sexually explicit e-mails, text messages and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to any member of management. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Nick Lewman or Margo McKay. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Matai Services will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

I have read and I understand Matai Services' Sexual Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____



The signed original copy of this receipt should be given to management - it will be filed in your personnel file.

Matai Services Anti-Retaliation



Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.