

ATA Services, Inc. Employee Handbook



11/21/2023

AZ| AR| CO| FL| HI| ID| KS| MN| NM| TX| VT

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with ATA Services, Inc. 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. ATA Services, Inc. adheres to the policy of employment at will, which permits ATA Services, Inc. or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No ATA Services, Inc. representative other than COO 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 ATA Services, Inc. documents. These ATA Services, Inc. documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general ATA Services, Inc. guidelines. ATA Services, Inc. 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 COO.

This handbook supersedes all prior handbooks.

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Section 1 - Governing Principles Of Employment

1-1. Introduction

For employees who are commencing employment with ATA Services, Inc. ("ATA Services, Inc." or "ATA Services, Inc."), on behalf of ATA Services, Inc., 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 ATA Services, Inc. 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.

1-2. Equal Employment Opportunity

ATA Services, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. ATA Services, Inc.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of COO. ATA Services, Inc. will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact COO. To ensure the 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 conducted pursuant to this policy.

1-3. Reasonable Accommodations & Interactive Dialogue

ATA Services, Inc. is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA). To that end, we will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom ATA Services, Inc. has notice may require such an accommodation, without regard to any protected classifications, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record



- of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Any individual who would like to request an accommodation based on any of the reasons set forth above should contact COO. Accommodation requests can be made in writing using a form which can be obtained from COO. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the employee should contact COO.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, ATA Services, Inc. will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, ATA Services, Inc. may initiate an interactive dialogue under certain circumstances, such as when ATA Services, Inc. has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event ATA Services, Inc. initiates an interactive dialogue with an employee, it should not be construed as ATA Services, Inc.'s belief an individual requires an accommodation, but will serve as an invitation for the employee to share with ATA Services, Inc. any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, ATA Services, Inc. will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how ATA Services, Inc. may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, ATA Services, Inc. will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. ATA Services, Inc. is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

As part of the interactive dialogue, ATA Services, Inc. reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

ATA Services, Inc. will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

ATA Services, Inc. will not allow any form of retaliation against employees who have requested an accommodation, for whom ATA Services, Inc. has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.



Employees with questions regarding this policy should contact COO.

1-4. Non-Harassment

It is ATA Services, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by ATA Services, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on ATA Services, Inc. premises, while on ATA Services, Inc. business (whether or not on ATA Services, Inc. premises) or while representing ATA Services, Inc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or



- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to COO. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. 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 the reporting hierarchy.

Investigation Procedures

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. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, ATA Services, Inc. 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 the employee has been subjected to any such retaliation, the employee 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 termination.



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 ATA Services, Inc. property, and to ensure efficient operations, ATA Services, Inc. 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 ATA Services, Inc.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances (including medical marijuana), drug paraphernalia, or alcohol by an individual anywhere on ATA Services, Inc. premises, while on ATA Services, Inc. business (whether or not on ATA Services, Inc. premises) or while representing ATA Services, Inc., is strictly prohibited. Employees and other individuals who work for ATA Services, Inc. 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 the employee's ability to perform their 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 exception does not extend any right to report to work under the influence of lawful recreational or medical marijuana or to use such as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

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

ATA Services, Inc. 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 ATA Services, Inc. employee, including themselves.

1-6. Workplace Violence

ATA Services, Inc. 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 ATA Services, Inc. and personal property.

ATA Services, Inc. does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, ATA Services, Inc. specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, ATA Services, Inc. does 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 ATA Services, Inc. policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker 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 ATA Services, Inc. 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.

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 ATA Services, Inc.'s 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 ATA Services, Inc. determines, after an appropriate good faith investigation, that someone has violated this policy, ATA Services, Inc. will take swift and appropriate corrective action.

If the 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 ATA Services, Inc. to be aware of any potential danger in its offices. Indeed, ATA Services, Inc. wants to take effective measures to protect everyone from the threat of a violent act by employees 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: 1) in response to a formal complaint or charge; 2) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer; or 3) consistent with the contractor's legal duty to furnish



information.



Section 2 - Operational Policies

2-1. Employee Classifications

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

Full-Time Employees - Employees who regularly work at least 32 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 32 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 ATA Services, Inc. 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 have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing ATA Representative of any changes. Employees also should inform ATA Representative of any specialized training or skills they acquire, 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 employees in a crisis could cause a severe health or safety risk or other significant problem.

2-3. Working Hours And Schedule

ATA Services, Inc. normally is open for business from 8 to 4, Monday through Friday.

Employees will be assigned a work schedule and will be expected to begin and end work according to the schedule. To accommodate the needs of the business, at some point ATA Services, Inc. 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. Remote Work/Telecommuting

ATA Services, Inc. may allow employees to work remotely if their job duties and work performance are determined to be eligible for remote work. Eligibility will be decided on a case-by-case basis by ATA Services, Inc. Employees also may be required to work remotely during periods of public health emergencies if government orders and mandates recommend such work.

This policy provides general information regarding remote work/telecommuting. Employees who are approved to work remotely should consult their individual agreement for specific details of their remote work/telecommuting arrangement, such as expected work hours, equipment provided, and other important information.

Any remote work/telecommuting arrangement may be discontinued by ATA Services, Inc. at any time and at the discretion of ATA Services, Inc. Employees also may discontinue the arrangement but may not be guaranteed office space at ATA Services, Inc.'s location.

At-Will Employment

This policy and any individual agreement addressing this work arrangement do not create a contract of employment and are not intended to be considered or construed as a promise of continued employment. Employment is at will and may be discontinued at any time by ATA Services, Inc. or employee without notice, cause, or liability.

Hours of Work

Employees will work full time from home. Scheduled hours of work will be set by the employees' manager or supervisor. Employees should maintain regular contact with their supervisors and managers.

Nonexempt employees must accurately record all hours worked pursuant to ATA Services, Inc.'s timekeeping system and take rest and meal breaks as if in ATA Services, Inc.'s workplace and as required by law. Nonexempt employees may not work beyond scheduled working hours (including working more than 40 hours in a workweek) without prior, written authorization from their manager or supervisor.

Location

Employees will provide, at their expense, a secure, dedicated work area. Employees are responsible for maintaining the work area in a safe, secure, and nonhazardous condition at all times. Employees will maintain security devices and procedures necessary to prevent use by unauthorized persons, including by preventing the connection of any ATA Services, Inc.-furnished computer system, network, or database to any computer, network, or database other than a computer, network, or database to which connections are provided or authorized by ATA Services, Inc.

Duties



Employees are expected to follow all existing ATA Services, Inc. policies and procedures. The duties, obligations, responsibilities, and conditions of employment with ATA Services, Inc. remain unchanged. Employees must stay engaged with work throughout the workday and be fully available during normal business hours. If employees do not successfully perform their job duties remotely, this arrangement will be revoked. Employees are expected to follow existing ATA Services, Inc. policies with respect to scheduled and unscheduled time off, including the obligation to speak with their manager or supervisor before the scheduled start time in the event of an unscheduled absence, tardy, or early departure.

Accidents and Injuries

Employees agree to maintain safe conditions in the remote work space and to practice the same safety habits and rules applied on ATA Services, Inc. premises. If employees incur an injury arising out of the course and scope of the assigned job duties while working in the remote work space, the workers' compensation provisions in place for the state in which the employees are working will apply. Employees must notify their supervisor or manager immediately and complete all necessary and/or requested documents regarding the reported injury. ATA Services, Inc. assumes no responsibility for injuries occurring in the remote work space outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote work space.

Equipment

Employees agree to use electronic equipment that has been encrypted and meets all of ATA Services, Inc.'s security requirements. If ATA Services, Inc. provides equipment for home use, employees agree to provide a secure location for ATA Services, Inc.-owned equipment and will not use, or allow others to use, such equipment for purposes other than ATA Services, Inc. business. Employees have no expectation of ownership in such equipment, linkages, property, or other items installed or provided by ATA Services, Inc. ATA Services, Inc. will bear the expense of removal of any such equipment, linkages, and installations provided by ATA Services, Inc. upon the termination of the remote work/telecommuting arrangement but not modification of or repairs to the work location. Employees hereby release ATA Services, Inc. from any damage or liability incurred in the installing or removal of the equipment provided by ATA Services, Inc.

Return of ATA Services, Inc. Property

All equipment, records, and materials provided by ATA Services, Inc. will remain ATA Services, Inc. property. Employees agree to return ATA Services, Inc. equipment, records, and materials upon request. All ATA Services, Inc. equipment will be returned by employees for inspection, repair, or replacement as needed or requested or immediately upon termination of the remote work/telecommuting arrangement. All equipment must be returned within five (5) business days of written notice to the employees.

Expenses

Upon presentment of receipts and in accordance with the Business Expense Reimbursement policy, ATA Services, Inc. will reimburse employees for certain preapproved expenses.

Regular household utility charges, such as electricity, water, phone, Internet service, auto, homeowners' insurance, etc., are not reimbursable unless state law requires reimbursement.



Confidentiality

Employees agree that they are subject to ATA Services, Inc.'s policies prohibiting the nonbusiness use or dissemination of ATA Services, Inc.'s confidential business information. Employees will take all appropriate steps to safeguard ATA Services, Inc.'s confidential business information, including segregating it from personal papers and documents, not allowing nonemployees to access such information, and keeping such information in locked drawers or file cabinets when not in use. Employees will maintain confidential information, including, but not limited to, information regarding ATA Services, Inc.'s products or services, processing, marketing and sales, client lists, client e-mail addresses and mailing addresses, client data, orders, memoranda, notes, records, technical data, sketches, designs, plans, drawings, trade secrets, research and development data, experimental work, proposals, new product and/or service developments, project reports, sources of supply and material, operating and cost data, and corporate financial information.

Contact

If employees have any questions concerning this policy or would like to apply to work remotely, they should contact COO.

2-5. Artificial Intelligence

ATA Services, Inc. recognizes that the use of AI tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees should also review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees **must** receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the Immediate manager. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the company without prior approval from the Immediate manager and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all company and customer data. This includes using strong passwords, keeping software up-to-date, and following ATA Services, Inc.'s data retention and disposal policies.



2-6. Timekeeping Procedures

Employees must record their actual time worked for payroll and benefit purposes. Non-exempt 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, on forms as prescribed by management.

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 days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Non-exempt employees may not start work until their scheduled starting time.

It is the employee's responsibility to sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a supervisor, who will attempt to correct legitimate errors.

2-7. Overtime

When ATA Services, Inc. experiences periods of extremely high activity, additional work may be required. 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. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. 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.

2-8. Travel Time For Non-Exempt Employees

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees also will be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day



Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: time spent traveling between the employee's home and the local railroad, bus or plane terminal; and meal periods.

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 the employee goes directly home from the final job site, unless it is much longer than the regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

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 their home, but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is 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 (1-1/2) times the regular rate.

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

2-9. Safe Harbor Policy For Exempt Employees

It is ATA Services, Inc.'s 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.

Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for ATA Services, Inc. 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 if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;



- Family and Medical Leave Act 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 ATA Services, Inc. has decided to close a facility on a scheduled work day;
- 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 employees believe they have been subject to any improper deductions, they 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), they should immediately contact COO or any other supervisor in ATA Services, Inc. with whom the employee feels comfortable.

2-10. Your Paycheck

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

Payroll stubs itemize deductions made from gross earnings. By law, ATA Services, Inc. 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 any employee's pay, the employee should bring the matter to the attention of Controller immediately so ATA Services, Inc. can resolve the matter quickly and amicably.

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



2-11. Direct Deposit

ATA Services, Inc. strongly encourages employees to use direct deposit. Authorization forms are available from ATA Representative.

2-12. Salary Advances

ATA Services, Inc. does not permit advances on paychecks or against accrued paid time off. Advance pay for vacation must be requested in writing at least two weeks prior to the vacation period.

2-13. Performance Review

Depending on the employee's position and classification, ATA Services, Inc. endeavors to review performance. However, a positive performance evaluation does not guarantee an increase in salary, a promotion or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of management.

In addition to these formal performance evaluations, ATA Services, Inc. encourages employees and supervisors to discuss job performance on a frequent and ongoing basis.

2-14. Job Postings

ATA Services, Inc. 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 the following requirements:

- be a current, regular, full-time or part-time employee;
- have been in current position for at least six (6) months;
- maintain a performance rating of satisfactory or above;
- not be on conduct/performance-related probation or warning;
- meet the job qualifications listed on the job posting; and
- provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they 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. ATA Services, Inc. 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.

2-15. Open Door Policy

All employees have the opportunity to express ideas and opinions to management. ATA Services, Inc. believes that open communication is essential to a successful work environment, as well as to ATA Services, Inc.'s success. All employees may express ideas and opinions directly to ATA Services, Inc. management. Employees who would like to bring an idea or suggestion to ATA Services, Inc.'s attention, or just simply wishes to discuss an issue not covered by a separate reporting procedures, are always welcome to send an email or make a call to Human Resources.



Section 3 - Benefits

3-1. Benefits Overview

In addition to good working conditions and competitive pay, it is ATA Services, Inc.'s 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 ATA Services, Inc. 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 COO. 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, ATA Services, Inc. (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 ATA Services, Inc. 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 COO.

3-2. Paid Sick Leave For Covered Federal Contractors And Subcontractors

Eligibility

ATA Services, Inc. provides paid sick leave to eligible employees engaged in performing work on or in connection with a contract covered by Executive Order (EO) 13706. For employees covered under this policy who are also eligible for sick time under the general sick days/paid sick time policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days/paid sick time policy.



Accrual

Eligible employees begin to accrue paid sick leave pursuant to this policy at the start of employment or upon commencement of work on or in connection with a covered contract. Employees accrue paid sick leave at a rate of one (1) hour for every 30 hours worked on or in connection with a covered contract. Exempt employees do not accrue paid sick leave for hours worked on or in connection with a covered contract beyond a 40-hour workweek, but if the employee regularly works fewer than 40 hours per workweek on or in connection with a covered contract, accrual is based on the employee's typical number of hours worked on or in connection with covered contracts per workweek. Employees may accrue up to a maximum of 56 hours per year (maximum annual accrual), but may not have more than 56 hours of paid sick leave accrued at any point (overall accrual cap). If the employee reaches the overall accrual cap in a given year before reaching the maximum annual accrual, accrual will stop until some paid sick leave is used, and then resume (up to the maximum annual accrual). For purposes of this policy, the year is the 12-month period from January 1 through December 31.

Usage

Employees may use paid sick leave for absences from work during the time they would have been performing work on or in connection with a covered contract for the following covered reasons:

1. a physical or mental illness, injury or medical condition affecting the employee or the employee's child, parent, spouse, domestic partner or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship ("family member");
2. obtaining diagnosis, care or preventive care from a health care provider by the employee or for the employee's family member; or
3. domestic violence, sexual assault or stalking affecting the employee or the employee's family member, if the time absent from work relates to #1 or #2 above or is to obtain additional counseling, seek relocation, seek assistance from a victim services organization or take related legal action, including preparation for or participation in any related civil or criminal legal proceeding.

Paid sick leave must be used in one (1) hour increments.

Notice and Documentation

Employees are encouraged to make a reasonable effort to schedule preventive care or other foreseeable needs to use paid sick leave so as to not disrupt unduly ATA Services, Inc.'s operations. However, use of paid sick leave is not contingent on the employee finding a replacement worker to cover any work time to be missed. Employees who need to use paid sick leave must request time off by notifying the Employee's Supervisor orally or in writing (including electronically), providing enough information to inform ATA Services, Inc. that they will need to be absent for a covered reason. If possible, employees must indicate the anticipated duration of the absence when providing notice. If the need is foreseeable, employees must make their request for time off at least seven (7) calendar days in advance. Employees who either are unable to make the request at least seven (7) calendar days in advance or who become aware of the need to use paid sick leave less than seven (7) calendar days in advance must request time off as soon as practicable, which is typically either the day the



employee becomes aware of the need to use paid sick leave or the following business day.

ATA Services, Inc. will respond to requests as soon as is practicable. If the employee's request to take sick paid leave is denied, ATA Services, Inc. will communicate an explanation for the denial in writing. Requests for paid sick leave may be denied if, for example:

- the employee does not provide sufficient information about the need for paid sick leave;
- the employee's reason for needing to take paid sick leave is not a covered reason;
- the employee fails to notify ATA Services, Inc. of when the need for time off will arise;
- the employee has not accrued (and will not have accrued, by the start date of the time off requested) a sufficient amount of paid sick leave to cover the amount of paid sick leave requested; or
- the request to use paid sick leave is during a time when the employee is scheduled to perform non-covered work.

ATA Services, Inc. requires certification by a health care provider (for reasons #1 and #2 above) or an appropriate individual or organization (for reason #3 above) verifying the need for paid sick leave for absences of three (3) or more consecutive full workdays. Additionally, if paid sick leave is used to care for a family member, ATA Services, Inc. may require the employee to provide reasonable documentation or a statement of the family or family-like relationship. This certification/documentation must be provided within 30 days of the first day of the employee's absence.

Notice of Accrued and Available Time

Employees will be notified of the amount of accrued, unused paid sick leave each pay period, upon a separation from employment, and upon reinstatement of paid sick leave (if applicable).

Payment

Employees using paid sick leave are provided the same regular pay and benefits that they would have otherwise received if they had not been absent from work. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Up to 56 hours of accrued, unused paid sick leave carries over from year to year, but is subject to the overall accrual cap of 56 hours. Accrued but unused paid sick leave is not paid out upon separation of employment.

Employees with questions regarding this policy can contact COO.



3-3. Lactation Accommodations

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

ATA Services, Inc. will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult COO with 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.

3-4. Workers' Compensation

On-the-job injuries are covered by ATA Services, Inc.'s 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 ATA Services, Inc. procedures may affect the ability of employees 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.

3-5. Jury Duty

ATA Services, Inc. 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.



3-6. Bereavement Leave

The death of a family member is a time when employees wish to be with their families. If employees lose a close relative, they will be allowed paid time off of up to 3 workdays to assist in attending to their obligations and commitments. For the purposes of this policy, a close relative includes a spouse, domestic/civil union 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 supervisor prior to commencing bereavement leave. In administering this policy, ATA Services, Inc. may require verification of death.

3-7. Voting Leave

In the event employees do 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, supervisors should be notified at least two (2) days prior to the voting day.

3-8. Insurance Programs

Full-time employees may participate in ATA Services, Inc.'s 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.

Upon becoming eligible to participate in these plans, employees 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 contact COO with any further questions.

3-9. Employee Assistance Program

ATA Services, Inc. provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

3-10. Transportation Reimbursement Program

ATA Services, Inc. provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. Employees may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which



employees elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, employees will receive a Summary Plan Document (SPD) describing the benefit in greater detail. Employees should refer to the SPD for detailed plan information. Of course, employees also should feel free to speak to COO if they have any further questions.

3-11. Retirement Plan

Eligible employees are able to participate in ATA Services, Inc.'s retirement plan. Plan participants may make pre-tax contributions to a retirement account.

Upon becoming eligible to participate in this plan, employees will receive an SPD describing the plan in greater detail. Please refer to the SPD for detailed plan information. Of course, feel free to speak to COO if there are any further questions.



Section 4 - Leaves Of Absence

4-1. Personal Leave

If employees are ineligible for any other ATA Services, Inc. leave of absence, ATA Services, Inc., 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 two (2) 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. ATA Services, Inc. will continue health insurance coverage during the leave if employees submit their share of the monthly premium payments to ATA Services, Inc. in a timely manner, subject to the terms of the plan documents.

When the employees anticipate returning to work, they should notify management of the expected return date. This notification should be made at least one (1) week before the end of the leave.

Upon completion of the personal leave of absence, ATA Services, Inc. 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 ATA Services, Inc. will be considered a voluntary resignation of employment.

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

4-2. 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 ATA Services, Inc. can maintain proper coverage while employees are away.

4-3. 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 COO.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," the employee must: 1) have been employed by ATA Services, Inc. for at least 12 months (which need not be consecutive); 2) have been employed by ATA Services, Inc. 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 a 12-month period measured forward from the start date of the employee's first FMLA leave. Leave may be taken for any one (1), 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 (1) or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that the 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 employees from performing the functions of their 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 (2) visits to a health care provider or one (1) 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 (5) 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 ATA Services, Inc. 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. ATA Services, Inc. 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 ATA Services, Inc. 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) ATA Services, Inc.'s 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.

ATA Services, Inc. may retroactively designate leave as FMLA leave with appropriate written notice to employees provided ATA Services, Inc.'s 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, ATA Services, Inc. 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 ATA Services, Inc. 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 COO 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 ATA Services, Inc. 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 ATA Services, Inc.'s 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 ATA Services, Inc. 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 ATA Services, Inc. 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 ATA Services, Inc. and make a reasonable effort to schedule treatment so as not to unduly disrupt ATA Services, Inc.'s operations, subject to the approval of the employee's health care provider. Employees must consult with ATA Services, Inc. prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both ATA Services, Inc. and the employees, subject to the approval of the 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, ATA Services, Inc. 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, ATA Services, Inc. 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 ATA Services, Inc. of the reason why such leave is medically necessary. In such instances, ATA Services, Inc. and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting ATA Services, Inc.'s 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 (3) 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 ATA Services, Inc. with timely, complete and sufficient medical certifications. Whenever ATA Services, Inc. requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after ATA Services, Inc.'s request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. ATA Services, Inc. will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. ATA Services, Inc. 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, ATA Services, Inc. (through individuals other than the 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 ATA Services, Inc. with authorization allowing it to clarify or authenticate certifications with health care providers, ATA Services, Inc. may deny FMLA leave if certifications are unclear.

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

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, ATA Services, Inc. may require employees to provide recertification of medical conditions giving rise to the need for leave. ATA Services, Inc. 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 ATA Services, Inc. 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. ATA Services, Inc. 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, ATA Services, Inc. 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, ATA Services, Inc. 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, ATA Services, Inc. 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 must 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 the 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, ATA Services, Inc. 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 ATA Services, Inc. notifies employees of other arrangements, whenever employees are receiving pay from ATA Services, Inc. during FMLA leave, ATA Services, Inc. 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 ATA Services, Inc. upon leave.

IV. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact COO. ATA Services, Inc. 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 COO immediately. ATA Services, Inc. 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.

V. 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 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 ATA Services, Inc.'s other leave policies in this handbook or contact COO.



Section 5 - General Standards Of Conduct

5-1. Workplace Conduct

ATA Services, Inc. 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 ATA Services, Inc.'s 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 ATA Services, Inc. property or a co-worker's property, and/or disclosure of confidential information.
3. Completing another employee's time records.
4. Violation of safety rules and policies.
5. Violation of ATA Services, Inc.'s Drug and Alcohol-Free Workplace Policy.
6. Fighting, threatening, or disrupting the work of others or other violations of ATA Services, Inc.'s 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 ATA Services, Inc. property.
11. Willful or careless destruction or damage to ATA Services, Inc. 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 ATA Services, Inc.'s Harassment or Equal Employment Opportunity Policies.
16. Violation of the Communication and Computer Systems Policy.
17. Unsatisfactory job performance.
18. Any other violation of ATA Services, Inc. policy.

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



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

5-2. Punctuality And Attendance

Employees are hired to perform important functions at ATA Services, Inc. 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 work days generally will be considered a voluntary resignation of employment with ATA Services, Inc.

5-3. Use Of Communications And Computer Systems

ATA Services, Inc.'s 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 ATA Services, Inc. policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of ATA Services, Inc. systems.

ATA Services, Inc. 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 ATA Services, Inc. deems it appropriate to do so. The reasons for which ATA Services, Inc. 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 ATA Services, Inc. operations continue appropriately during the employee's absence.

Further, ATA Services, Inc. may review Internet usage to ensure that such use with ATA Services, Inc. property, or communications sent via the Internet with ATA Services, Inc. property, are appropriate. The reasons for which ATA Services, Inc. may review employees' use of the Internet with ATA Services, Inc. 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 ATA Services, Inc. operations continue appropriately during the employee's absence.



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

ATA Services, Inc.'s policies prohibiting harassment, in their entirety, apply to the use of ATA Services, Inc.'s 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 ATA Services, Inc.'s 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.

5-4. Use Of Social Media

ATA Services, Inc. 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 ATA Services, Inc. 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 ATA Services, Inc. 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 the employees are posting something on their own blog, web page, social networking, Twitter, or similar site or on someone else's, if the employee mentions ATA Services, Inc. and also expresses either a political opinion or an opinion regarding ATA Services, Inc.'s actions that could pose an actual or potential conflict of interest with ATA Services, Inc., the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not ATA Services, Inc.'s position. This is necessary to preserve ATA Services, Inc.'s 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. ATA Services, Inc. policies apply equally to employee social media usage.



ATA Services, Inc. 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.

5-5. Personal And Company-Provided Portable Communication Devices

ATA Services, Inc.-provided portable communication devices (PCDs), including cell phones and personal digital assistants, 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 department to configure their PCD for business use. Communications sent via a personal PCD also may subject to monitoring if sent through ATA Services, Inc.'s 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 ATA Services, Inc.-provided or personal device, employees must comply with applicable ATA Services, Inc. guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use, and operation of vehicles. Using a ATA Services, Inc.-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 employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, ATA Services, Inc. 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 ATA Services, Inc. information. This is the only way currently possible to ensure that all ATA Services, Inc. information is removed from the device at the time of termination. The removal of ATA Services, Inc. information is crucial to ensure compliance with ATA Services, Inc.'s confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a ATA Services, Inc.-issued device, ATA Services, Inc.'s 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 ATA Services, Inc. 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 driving, and permitted by law, employees must use a hands-free option and advise the caller that they are 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 are prohibited in all circumstances.

5-6. Inspections

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

5-7. Smoking

Smoking, including the use of e-cigarettes, is prohibited on ATA Services, Inc. premises and in all ATA Services, Inc. vehicles.

5-8. Personal Visits And Telephone Calls

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

For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in ATA Services, Inc. facilities other than the reception areas.



5-9. 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 their work tasks for ATA Services, Inc. Solicitation of any kind by non-employees on ATA Services, Inc. premises is prohibited at all times.

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

5-10. Bulletin Boards

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

5-11. Confidential Company Information

During the course of work, employees may become aware of confidential information about ATA Services, Inc.'s business, including but not limited to information regarding ATA Services, Inc. finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to ATA Services, Inc.'s clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to ATA Services, Inc.'s competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of ATA Services, Inc. may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

5-12. Conflict Of Interest And Business Ethics

It is ATA Services, Inc.'s policy that all employees avoid any conflict between their personal interests and those of ATA Services, Inc. The purpose of this policy is to ensure that ATA Services, Inc.'s 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 ATA Services, Inc.

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 ATA Services, Inc., by any employee who is in a position to directly or indirectly influence either ATA Services, Inc.'s 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 ATA Services, Inc.;
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 ATA Services, Inc. or which competes with ATA Services, Inc.; and/or
4. Profiting personally, e.g., through commissions, loans, expense reimbursements, or other payments, from any organization seeking to do business with ATA Services, Inc.

A conflict of interest would also exist when a member of the 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 the employee's responsibility to report any actual or potential conflict that may exist between the employee (and the employee's immediate family) and ATA Services, Inc.

5-13. 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. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of ATA Services, Inc.'s 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, ATA Services, Inc. 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.



5-14. Health And Safety

The health and safety of employees and others on ATA Services, Inc. property are of critical concern to ATA Services, Inc. ATA Services, Inc. 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 ATA Services, Inc.'s premises, or in a product, facility, piece of equipment, process or business practice for which ATA Services, Inc. is responsible should be brought to the attention of management immediately.

Periodically, ATA Services, Inc. may issue rules and guidelines governing workplace safety and health. ATA Services, Inc. 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.

5-15. 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, ATA Services, Inc. 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 ATA Services, Inc. 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. ATA Services, Inc. generally will attempt to identify other available positions, but if no alternate position is available, ATA Services, Inc. retains the right to decide which employee will remain with ATA Services, Inc.

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.



5-16. Employee Dress And Personal Appearance

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

5-17. Publicity/Statements To The Media

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

5-18. Operation Of Vehicles

All employees authorized to drive ATA Services, Inc.-owned or leased vehicles or personal vehicles in conducting ATA Services, Inc. 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.

Employees must have a valid driver's license in their possession while operating a vehicle off or on ATA Services, Inc. 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.

ATA Services, Inc.-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on ATA Services, Inc. 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 employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are 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 is prohibited in all circumstances.

5-19. 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, 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 Controller along with the receipts in a timely manner.

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.

5-20. References

ATA Services, Inc. will respond to reference requests through the Human Resources Department. ATA Services, Inc. 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.

5-21. If You Must Leave Us

Should any employees decide to leave ATA Services, Inc., we ask that they provide a Supervisor with at least 2 weeks advance notice of departure. Thoughtfulness will be appreciated. All ATA Services, Inc., property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc., must be returned at separation. Employees also must return all of ATA Services, Inc.'s Confidential Information upon separation. To the extent permitted by law, employees will be required to repay ATA Services, Inc. (through payroll deduction, if lawful) for any lost or damaged ATA Services, Inc. property. As noted previously, all employees are employed at-will and nothing in this handbook changes that status.



5-22. A Few Closing Words

This handbook is intended to give employees a broad summary of things they should know about ATA Services, Inc. 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, ATA Services, Inc., 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 ATA Services, Inc. or its personnel policies and practices.



Section 6 - Arizona Addendum

6-1. Notification Of Constructive Discharge

Any employee is encouraged to communicate to ATA Services, Inc. by contacting COO whenever the employee believes working conditions may become intolerable to the employee and may cause the employee to resign. Under Ariz. Rev. Stat. § 23-1502, the employee may be required to notify ATA Services, Inc. in writing that a working condition exists that the employee believes is intolerable, that will compel the employee to resign, or that constitutes a constructive discharge, if the employee wants to preserve the right to bring a claim against ATA Services, Inc. alleging that the working condition forced the employee to resign.

Under the law, the employee may be required to wait 15 calendar days after providing written notice before the employee may resign if the employee desires to preserve the right to bring a constructive discharge claim against ATA Services, Inc. The employee may be entitled to a paid or unpaid leave of absence of up to 15 calendar days while waiting for ATA Services, Inc. to respond to the employee's written communication about the employee's working condition.

If employees have any questions regarding this policy, they should contact COO.

6-2. Earned Paid Sick Time

Eligibility

ATA Services, Inc. provides earned paid sick time to employees who work in Arizona. For employees who work in Arizona who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing earned paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of earned paid sick time for every 30 hours worked, up to a maximum accrual of 24 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case earned paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may use earned paid sick time on the 90th calendar day of employment. Earned paid sick time must be used in 1 hour increments. The employee may not use more than 24 hours of earned paid sick time in any



calendar year.

Employees may use earned paid sick time for absences due to:

1. the employee's mental or physical illness, injury or health condition; the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the employee's need for preventive medical care;
2. care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
3. closure of the employee's place of business by order of a public official due to a public health emergency or the employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of their exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or
4. a covered purpose relating to domestic violence, sexual violence, abuse or stalking to allow the employee to obtain (for himself or herself or for a family member) medical attention, services from a victims' organization, counseling, relocation and/or legal services.

For purposes of this policy, family member includes (regardless of age): a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in-loco-parentis or an individual to whom the employee stood in loco parentis when the individual was a minor; a biological, foster, stepparent or adoptive parent or legal guardian of the employee or the employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child; spouse or domestic partner; a grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

The employee's use of earned paid sick time will not be conditioned upon searching for or finding a replacement worker.

ATA Services, Inc. will assume, subject to applicable law, that employees want to use available earned paid sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have earned paid sick time available.

Employees will be advised of their earned paid sick time balance information on their itemized wage statement.

Notice and Documentation

Employees are required to make a reasonable effort to schedule the use of earned paid sick time in a manner



that does not unduly disrupt business operations. Requests to use earned paid sick time may be made orally, in writing or electronically (e.g., via email), and whenever possible, the request must include the expected duration of the employee's absence. When the use of earned paid sick time is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time to COO in advance of the use of the earned paid sick time. When the use of earned sick time is not foreseeable, the employee is required to provide notice to COO at least one (1) hour prior to the start of their workday or as soon as possible under the circumstances.

For earned paid sick time of three (3) or more consecutive work days, ATA Services, Inc. requires reasonable documentation that the earned paid sick time has been used for a covered purpose. For reason #1 and #2 above, documentation signed by a health-care professional indicating that earned paid sick time is necessary is reasonable. For reason #4 above, any of the following types of documentation selected by the employee is reasonable:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;
- a protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse or stalking;
- a signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse or stalking;
- a signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- a signed statement from an attorney, member of the clergy or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or
- the employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse or stalking, and that the earned paid sick time was taken for one of the purposes described above.

Documentation provided to ATA Services, Inc. should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking.

Payment

Earned paid sick time will be paid at the same hourly rate the employee earns from their employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of earned paid sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

The employee may carry over up to 24 hours of accrued, unused earned paid sick time to the following



calendar year. Unused earned paid sick time will not be paid at separation.

Enforcement & Retaliation

Retaliation against the employee who requests or uses earned paid sick time is prohibited. The employee has the right to file a complaint if earned paid sick time as required by law is denied by an employer or if the employee is subjected to retaliation for requesting or taking earned paid sick time. The Arizona Industrial Commission's contact information is as follows: 800 W. Washington Street, Phoenix, AZ 85007 / 602-542-4515 / www.azica.gov.

Questions about rights and responsibilities under the law can be answered by COO.



Section 7 - Colorado Addendum

7-1. Pregnancy Accommodations

In compliance with Colorado law, ATA Services, Inc. will not discriminate against employees because of pregnancy, childbirth or related conditions. If employees request reasonable accommodation due to health conditions related to pregnancy or the physical recovery from childbirth, ATA Services, Inc. will endeavor to provide a reasonable accommodation to enable applicants and employees to perform the essential functions of the job, unless the accommodation would impose an undue hardship on the operation of the business. ATA Services, Inc. will engage in a timely, good faith, and interactive process with the employee to determine effective, reasonable accommodations for conditions related to pregnancy, physical recovery from childbirth or a related condition.

Reasonable accommodations may include, but are not limited to: more frequent or longer break periods; more frequent restroom, food and water breaks; acquisition or modification of equipment or seating; limitations on lifting; temporary transfer to a less strenuous or hazardous position if available, with return to the current position after pregnancy; job restructuring; light duty, if available; assistance with manual labor; or modified work schedules.

ATA Services, Inc. will not require employees affected by pregnancy, physical recovery from childbirth or a related condition to accept an accommodation that they choose not to accept if they did not request an accommodation or if the accommodation is not necessary for the employees to perform the essential functions of the job, nor will ATA Services, Inc. require a pregnant employee to take leave if another reasonable accommodation is available which will permit the employee to continue working.

ATA Services, Inc. reserves the right to require employees to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing a reasonable accommodation.

ATA Services, Inc. will not take adverse action against pregnant employees who request or use a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition. ATA Services, Inc. will not deny employment opportunities to employees based on the need to make a reasonable accommodation related to pregnancy, physical recovery from childbirth or a related condition.

If employees have any questions about this policy or would like to request a reasonable accommodation, they should contact HR Director.



7-2. Overtime

Non-exempt Colorado employees are entitled to overtime pay at one (1) and one-half times (1.5) their regular rate of pay for all hours worked in excess of 12 hours in a day, 12 hours consecutively (without regard to the starting and ending time of the workday), or 40 hours per workweek, whichever calculation results in the greater payment of wages. Time paid but not worked, such as sick time or paid time off (PTO), will not be counted as hours worked in calculating hours worked for purposes of determining if overtime pay is due.

Please review the Colorado Overtime and Minimum Pay Standards (COMPS) Order for information regarding your rights under Colorado law, available below.

Please contact the ATA Representative if you have any questions about overtime requirements or the COMPS Order.

For your convenience, below is the full text of the current COMPS Order #38 poster, as provided by the Colorado Department of Labor and Employment, effective 1/1/23. A copy of the poster is included at the end.

Colorado Overtime & Minimum Pay Standards order ("COMPS Order") #38, Poster & Notice Effective 1/1/23: must update annually; new poster available each mid-December. This poster is from the Colorado Department of Labor and Employment, online at <https://cdle.colorado.gov/posters-0>

Colorado Minimum Wage: \$13.65/hour, or \$10.63 for Tipped Employees, in 2023 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2023
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver's minimum wage (\$17.29 in 2023)

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required each week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
 - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
 - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many



under federal law)

- Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours, extra pay if over 15

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
 - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
 - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
 - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
 - waiting for assignments at work, or receiving or sharing work-related information,
 - security/safety screening, or clocking/checking in or out, or
 - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in



Rule 1.9.3).

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after an audit)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$10.63 in 2023, or \$14.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$50,000 in 2023 (\$55,000 in 2024, then inflation-adjusted), except \$31.41/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary ((\$112,500 in 2023)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy



- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations - not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936

COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER
 (“COMPS Order”) #38, POSTER & NOTICE

*Effective 1/1/23; must update annually;
 new poster available each mid-December*

Colorado Minimum Wage: \$13.65/hour, or \$10.63 for Tipped Employees, in 2023 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2023
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unaccompanied minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver’s minimum wage (\$17.29 in 2023)

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required each work week over 40 hours, or day over 12, even if 2 or more weeks or days average fewer hours
- Employers cannot provide time off (“comp time”) instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
 - Modified overtime in a small number of health care jobs, exemption for certain heavy vehicle drivers
 - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 50-hour overtime for many under federal law)
 - Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours; extra pay if over 15

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 4	>4, up to 6	>6, up to 8	>8, up to 10	>10, up to 12	>12, up to 14	>14, up to 16	>16, up to 18	>18, up to 20	>20
#Rest Periods:	0	1	2	3	4	5	6	7	8	9	10

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
 - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
 - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$10.63 in 2023, or \$14.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren’t diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee’s (not the employer’s) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$50,000 in 2023 (\$55,000 in 2024, then inflation-adjusted), except \$31.41 hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$112,500 in 2023)
- 20% owners, or at a nonprofit the highest-paid highest-tasked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year’s poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court



- All time on-premises, on duty, or at workplaces (but not just sitting off-duty employees on-premises), including:
 - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
 - waiting for assignments at work, or receiving or sharing work-related information,
 - security/safety screening, or clocking/checking in or out, or
 - waiting for any of the above tasks.
- Travel for employer benefit in time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights; the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936

7-3. Sick And Safe Time

Eligibility

ATA Services, Inc. provides paid sick leave to all employees. For employees who work in Colorado who are eligible for sick leave under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy at the start of employment. Employees will accrue one (1) hour of paid sick leave for every 30 hours worked, up to a maximum accrual of 48 hours each year, inclusive of any hours carried over from the prior year.

Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based on that normal workweek.

For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued paid sick leave immediately. Paid sick leave may be used in hourly increments. Employees may not use more than 48 hours of accrued paid sick leave in any year.

Employees may use accrued paid sick leave for the following reasons:

1. Mental or physical illness, injury, or health condition that prevents the employee from working; the need to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; the need to obtain preventive medical care; or the need to grieve, attend funeral services or a memorial, or deal with financial and legal matters that arise after the death of a family member;
2. To care for a family member who has a mental or physical illness, injury, or health condition; needs to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or needs to obtain preventive medical care;
3. The employee or a family member has been the victim of domestic abuse, sexual assault, or harassment and the use of leave is to:



- Seek medical attention to recover from a mental or physical illness, injury, or health condition caused by the domestic abuse, sexual assault, or harassment;
 - Obtain services from a victim services organization;
 - Obtain mental health or other counseling;
 - Seek relocation due to the domestic abuse, sexual assault, or harassment; or
 - Seek legal services, including preparation for or participation in a civil or criminal proceeding relating to or resulting from the domestic abuse, sexual assault, or harassment;
4. Due to a public health emergency, a public official has ordered closure of the employee's place of business or the school or place of care of the employee's child and the employee needs to be absent from work to care for the child.
 5. The employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the closure of the family member's school or place of care; or
 6. The employee needs to evacuate the employee's place of residence due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence or event that results in the need to evacuate the employee's residence.

For purposes of this policy, "family member" means a person who is related to the employee by blood, marriage, civil union or adoption; a child to whom the employee stands *in loco parentis* or a person who stood *in loco parentis* when the employee was a minor; or a person for whom the employee is responsible for providing or arranging health- or safety-related care.

Use of paid sick leave will not be conditioned upon the employee searching for or finding a replacement worker.

Unless advised otherwise, ATA Services, Inc. will assume, subject to applicable law, that employees want to use available paid sick leave for reasons set forth above. Employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation

Paid sick leave may be requested orally, in writing, electronically or by any other means acceptable to ATA Services, Inc. When possible, employees should include the expected duration of the absence. If the need is foreseeable employees must provide reasonable advance notice to ATA Representative of the need to use accrued paid sick leave, and also make a reasonable effort to schedule the paid sick leave in a manner that does not unduly disrupt ATA Services, Inc. operations. Where the need is not foreseeable, employees should provide notice as early as practicable.

For paid sick leave of four (4) or more consecutive work days, ATA Services, Inc. may require reasonable documentation that the paid sick leave was used for an authorized purpose. ATA Services, Inc. will not require the disclosure of details relating to domestic violence, sexual assault, or stalking or the details of the employee's or family member's health information as a condition of providing paid sick leave.

Payment



Paid sick leave will be paid at the same hourly rate or salary and with the same benefits, including health care benefits, as the employee normally earns during hours worked. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 48 hours of accrued, unused paid sick leave to the following calendar year. If the employee carries over accrued, unused paid sick leave from the prior year, the employee will be eligible to accrue only enough hours of paid sick leave in the following year to bring the employee to the 48 hours maximum, regardless of how much paid sick leave the employee used in the previous year and when it was used. Accrued but unused paid sick leave will not be paid at separation.

Additional Public Health Emergency Paid Sick Leave

In addition to accrued paid sick leave explained above, on the date a public health emergency is declared, ATA Services, Inc. will supplement each employee's accrued paid sick leave as necessary to ensure that the employee may take paid sick leave as follows:

- Employees who normally work 40 or more hours in a week may take at least 80 hours of paid sick leave in a public health emergency;
- Employees who normally work fewer than 40 hours in a week may take at least the greater of either the amount of time the employee is scheduled to work in a 14-day period or the amount of time the employee actually works on average in a 14-day period.

ATA Services, Inc. may count unused accrued paid sick leave, as explained above, toward the supplemental paid sick leave required for a public health emergency. Employees may use public health emergency paid sick leave until four (4) weeks after the official termination or suspension of the public health emergency. Employees may use public health emergency paid sick leave for the following absences related to a public health emergency:

1. To self-isolate and care for oneself when diagnosed with a communicable illness that is the cause of a public health emergency; self-isolate and care for oneself when experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek or obtain medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; seek preventive care concerning a communicable illness that is the cause of a public health emergency;
2. To care for a family member who is self-isolating after being diagnosed with a communicable illness that is the cause of a public health emergency; is experiencing symptoms of a communicable illness that is the cause of a public health emergency; needs medical diagnosis, care, or treatment if experiencing symptoms of a communicable illness that is the cause of a public health emergency; or is seeking preventive care concerning a communicable illness that is the cause of a public health emergency;
3. With respect to a communicable illness that is the cause of a public health emergency:
 - A local, state, or federal public official or health authority having jurisdiction over the location in



which ATA Services, Inc. is located or ATA Services, Inc. determines that the employee's presence on the job or in the community would jeopardize the health of others because of the employee's exposure to the communicable illness or because the employee is exhibiting symptoms of the communicable illness, regardless of whether the employee has been diagnosed with the communicable illness; or

- Care of a family member after a local, state, or federal public official or health authority, having jurisdiction over the location in which the family member's place of employment is located, or the family member's employer determines that the family member's presence on the job or in the community would jeopardize the health of others because of the family member's exposure to the communicable illness, or because the family member is exhibiting symptoms of the communicable illness, regardless of whether the family member has been diagnosed with the communicable illness;
4. Care of a child or other family member when the individual's child care provider is unavailable due to a public health emergency, or if the child's or family member's school or place of care has been closed by a local, state, or federal public official or at the discretion of the school or place of care due to a public health emergency, including if a school or place of care is physically closed but providing instruction remotely;
 5. Inability to work because the employee has a health condition that may increase susceptibility to or risk of a communicable illness that is the cause of the public health emergency.

Employees must notify ATA Services, Inc. of the need for public health emergency paid sick leave as soon as practicable when the need for paid sick leave is foreseeable and ATA Services, Inc.'s place of business has not been closed. Documentation is not required to take public health emergency paid sick leave.

Public health emergency paid sick leave in the amount described above may be taken once during the entirety of a public health emergency even if such public health emergency is amended, extended, restated, or prolonged.

Enforcement and Retaliation

ATA Services, Inc. cannot retaliate against employees for requesting or using paid sick leave and employees have the right to file a complaint with the Division of Labor Standards and Statistics in the Colorado Department of Labor and Employment or bring a civil action if paid sick leave is denied by ATA Services, Inc. or ATA Services, Inc. retaliates against employees for exercising their rights under applicable law.

If employees have any questions regarding this policy, they should contact COO.

7-4. Breaks

Rest Breaks. Non-exempt employees are authorized and permitted paid ten- (10-) minute rest periods for each four (4) hours of work, or major fraction of that time. For purposes of this policy, "major fraction" means any time greater than two (2) hours. An additional rest period is required for any period that rounds up to four (4) hours. For example, a shift of two (2) hours or fewer requires no rest periods, a two (2) hour and one- (1-)



minute shift requires a single rest period, and a six- (6-) hour shift also requires a single rest period, but a six- (6-) hour and one (1) minute shift requires two (2) rest periods.

Rest breaks should be taken as close to the middle of each work period of four (4) hours or major fraction thereof as is practical. Shorter or longer shifts and other factors that make such scheduling impractical may alter this general timing. Employees do not need to obtain approval from or notify their supervisor when taking a rest break. Employees are encouraged to take their rest breaks; they are not expected to and should not work during their rest breaks. Employees are paid for all rest break periods and do not need to clock out when taking a rest break.

Rest breaks may not be combined with each other or with the meal period. In addition, rest breaks may not be taken at the beginning or end of the workday to arrive late or leave early. Each rest break must be a separate break, meeting the requirements described above. If any work is performed during a rest break, or if the rest break is interrupted for any work-related reason, the employee is entitled to another uninterrupted paid rest break.

Meal Periods. Non-exempt employees who work more than five (5) hours in a workday are provided an unpaid, off-duty and uninterrupted meal period of at least 30 minutes. Employees are responsible for scheduling their own meal period, but should confirm them with their supervisor(s). To the extent practical, meal periods must be at least one (1) hour after starting and one (1) hour before ending shifts.

If an employee's type of work makes an uninterrupted, duty-free meal period impractical, the employee will be permitted to eat while working and paid for such time. Employees will be informed by their supervisor if they will be provided with on-duty meal periods.

When scheduling meal periods, employees should try to anticipate their workflow and deadlines. During a meal period, employees are relieved of all duties and should not work during this time. When taking a meal period, employees should completely stop working for at least 30 minutes. Employees are prohibited from working "off the clock" during their meal periods.

Those employees who use a time clock must clock out for their meal periods. Employees are required to clock back in and promptly return to work at the end of any meal period. Employees who record their time manually must accurately record their meal periods by recording the beginning and end of each work period. Unless otherwise directed by their supervisor in writing, employees are not required to get approval from or notify their supervisor when taking a meal period. Employees are to immediately notify ATA Representative and/or their supervisor if they believe that they are prevented by the nature of their work from taking a timely and/or complete meal period.

No Working During Rest Breaks and Meal Periods. Non-exempt employees are completely relieved of all work duties and responsibilities during their rest breaks and meal periods. All rest breaks and meal periods must be taken outside employees' work areas, such as in a break room. Employees may leave the premises during meal periods, but may not leave the premises during rest periods. Employees should not visit or socialize with employees who are working while taking their rest break or meal period. Employees are required to notify ATA Representative immediately if they believe they are being pressured or coerced by any manager, supervisor, or other employee to forego any portion of a provided rest break or meal period. Additionally,



employees are required to notify ATA Representative immediately if they believe their workload, schedule, deadline, or other quota make rest break or meal periods infeasible.

Summary Chart. Below is a chart that generally summarizes the number of rest breaks and meal periods provided to non-exempt employees (these figures may vary depending on the timing of an employee's breaks).

Hours of Work	Rest Breaks	Meal Breaks
2 or fewer hours	0	0
Over 2 and up to 5 hours	1	0
Over 5 and up to 6 hours	1	1
Over 6, and up to 10 hours	2	1
Over 10, and up to 14 hours	3	1
Over 14, and up to 18 hours	4	1
Over 18, and up to 22 hours	5	1
Over 22 hours	6	1

7-5. Paid Family And Medical Leave

Eligibility Requirements. Effective January 1, 2024, Colorado employees who have a qualifying condition and who earned \$2,500 over the previous year for work performed in Colorado will be eligible for paid family and medical leave, and to receive family and medical leave insurance benefits while taking paid family and medical leave, pursuant to Colorado's Family and Medical Leave Insurance (FAMLI) Program.

Entitlement. Eligible employees are entitled to up to 12 weeks of paid leave per year. Employees with serious health conditions caused by pregnancy complications or childbirth complications may be entitled to up to four (4) additional weeks of paid leave per year for a total of up to 16 weeks.

FAMLI leave is available for the following circumstances:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child;
- Caring for a family member with a serious health condition;
- For the employee's own serious health condition;
- Because of any qualifying exigency leave; or
- For safe leave.

"Family member" means:

1. Regardless of age, a biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the covered employee stands *in loco parentis*, or a person to whom the covered employee stood *in loco parentis* when the person was a minor;



2. A biological, adoptive, or foster parent, stepparent, or legal guardian of a covered employee or covered employee's spouse or domestic partner or a person who stood *in loco parentis* when the covered employee or covered employee's spouse or domestic partner was a minor child;
3. A person to whom the covered employee is legally married under the laws of any state, or a domestic partner of a covered individual as defined in Colo. Rev. Stat. § 24-50-603 (6.5);
4. A grandparent, grandchild, or sibling (whether a biological, foster, adoptive, or step relationship) of the covered employee or covered employee's spouse or domestic partner; or
5. As shown by the covered employee, any other individual with whom the covered employee has a significant personal bond that is or is like a family relationship, regardless of biological or legal relationship.

"Caring for a new child" means caring, bonding, and providing the basic needs of a child that is younger than 18 and sometimes up to the age of 21 if still under jurisdiction of the juvenile court. Leave can be used once during the fostering and adopting of the same child. When using leave to "care for a new child," benefits are limited to parents and individuals standing *in loco parentis* to the child.

"Qualifying exigency leave" means leave based on a need arising out of a covered employee's family member's active-duty service or notice of an impending call or order to active duty in the armed forces. This type of leave includes things like providing for the care or other needs of the military member's child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

A "serious health condition" means an illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

"Safe leave" means any leave needed because the covered employee or the employee's family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse if the covered employee is using the leave from work to protect the covered individual or the covered employee's family member by:

1. Seeking a civil protection order to prevent domestic violence;
2. Obtaining medical care or mental health counseling or both for them or for their children to address physical or psychological injuries resulting from the act of domestic violence, stalking, or sexual assault or abuse;
3. Making their home secure from the perpetrator of the act of domestic violence, stalking, or sexual assault or abuse, or seeking new housing to escape said perpetrator; or
4. Seeking legal assistance to address issues arising from the act of domestic violence, stalking, or sexual assault or abuse, or attending and preparing for court-related proceedings arising from said act or crime.

Substitution of FMLI Benefits with ATA Services, Inc. Benefits. Employees may choose to use sick leave



or other paid time off before using FAML I benefits, but are not required to do so. ATA Services, Inc. and employees may mutually agree to supplement FAML I benefits with sick leave or other paid time off in order to provide full wage replacement.

Use of Leave. Leave may be taken continuously, intermittently, or in the form of a reduced schedule. A covered employee may take intermittent leave in increments of either one (1) hour or shorter periods if consistent with the increments ATA Services, Inc. typically uses to measure employee leave, except that benefits are not payable until the covered employee accumulates at least eight (8) hours of family and medical leave insurance benefits. FAML I wage replacement benefits will be paid at a rate of up to 90% of the employee's average weekly wage with lower wage earners receiving a higher percentage. Benefits are calculated on a sliding scale using the employee's average weekly wage from the previous five (5) calendar quarters in relation to the average weekly wage for the State of Colorado and may increase over time. Benefits are capped at \$1,100 per week. Potential benefits can be estimated by using the calculator available at famli.colorado.gov.

Employee Notice to ATA Services, Inc. When the need for leave is foreseeable, individuals must provide not less than 30 days' notice prior to the start of their planned leave to ATA Services, Inc. when practicable and shall make a reasonable effort to schedule leave so as not to unduly disrupt the operations of ATA Services, Inc. When the need for leave is unforeseeable or providing 30 days' notice is not possible, employees must provide notice as soon as possible and have up to 30 days after the leave has begun to apply for FAML I benefits.

Employee Application to the Department. Employees or their designated representatives will apply for FAML I benefits by submitting an application, along with other required documents that support the need for leave. The Division of Family and Medical Leave Insurance Division of the Colorado Department Labor (Division) will establish reasonable procedures and forms for filing claims for benefits and will specify what supporting documentation is necessary to support a claim for benefits, including any documentation required from a health care provider for proof of a serious health condition and any documentation required by the Division with regards to a claim for safe leave. Instructions on how to apply for benefits will be available on famli.colorado.gov in the last quarter of 2023.

Employees will submit the application directly to the Division. Applications may be submitted in advance when the need for qualified leave is foreseeable. Approved applications will be paid by the FAML I Division within two (2) weeks after the claim is properly filed, and every two (2) weeks thereafter. Employees can appeal claim determinations to the FAML I Division.

Employees who attempt to defraud the FAML I program may be disqualified from receiving benefits.

Job Benefits and Protection. Employees are entitled to the same healthcare benefits while on FAML I leave, but also remain responsible for paying for those benefits in the same amounts as before the leave began.

Employees who have worked for ATA Services, Inc. for at least 180 days are entitled to return to the same position, or an equivalent position, upon their return from FAML I leave. Otherwise, employees taking FAML I leave are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state leave laws or other applicable laws.



Interaction with Other Leave Policies. FAML I leave is designed to run concurrently with the federal FMLA and Colorado Family Care Leave pursuant to Colo. Rev. Stat. § 8-13.3-203. If FAML I leave is used for a reason that also qualifies as leave under FMLA or Colorado Family Care Leave, then the leave also may count as FMLA leave or Colorado Family Care Leave used, as applicable. Employees may choose to use sick leave or other employer-provided paid time off before using FAML I benefits, but are not required to do so. If mutually agreed upon with ATA Services, Inc., employees may supplement FAML I benefit payments with sick leave or other paid time off in order to receive full wage replacement.

Questions and/or Complaints about FAML I Leave. If employees have questions regarding this FAML I policy, they should contact ATA Representative. For questions about determinations by the Department on leave eligibility, entitlement, and/or benefits, employees should contact the Department directly. ATA Services, Inc. is committed to complying with the FAML I and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FAML I.

The FAML I makes it unlawful for employers to discriminate, retaliate, threaten to retaliate, or interfere with the exercise of any rights under the FAML I. In addition, employers may not retaliate or threaten to retaliate against any person who has filed a complaint, has caused a complaint to be filed, has or will participate or testify in proceeding relating to a violation of the FAML I, or has given or is about to give information connected to a proceeding relating to a violation of the FAML I. If employees believe their FAML I rights have been violated, they should contact COO immediately. ATA Services, Inc. will investigate any FAML I complaints and take prompt and appropriate remedial action to address and/or remedy any FAML I violation. Employees also may file FAML I complaints with the Department alleging FAML I violations.



Section 8 - Florida Addendum

8-1. Domestic Violence Leave

Employees who have worked for ATA Services, Inc. for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

"Family or household member" means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, one (1) day advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

All paid time off available must be exhausted before receiving this leave.



Section 9 - Hawaii Addendum

9-1. Pregnancy Accommodations

ATA Services, Inc. will endeavor to make every reasonable accommodation to the needs of employees disabled due to pregnancy, childbirth or related medical conditions.

Reasonable accommodations may include, but are not limited to:

1. allowing time off from work for doctor's appointments;
2. allowing the pregnant employee to sit instead of stand while working;
3. excusing from or providing assistance for lifting tasks;
4. reassigning the pregnant employee to a light duty and/or other vacant position;
5. allowing more frequent breaks or rest periods; and
6. allowing the pregnant employee to take sick leave.

Employees disabled due to pregnancy, childbirth or related medical conditions will be granted an unpaid leave of absence for a reasonable period of time as determined by their job duties and physician. The employee must submit a physician's certificate in advance of the leave, setting forth the anticipated start and end dates for leave.

In order to return to work, a return to work certification is required. During leave, the employee may qualify for monetary short-term disability benefits or time off benefits to the same extent as any other employee. This leave runs concurrently with any applicable federal or state family and medical leave.

Leave under this policy runs concurrently with all other applicable ATA Services, Inc. leaves, to the extent permitted by applicable law. Health insurance benefits will continue during leave, subject to the terms of the health insurance plans.

ATA Services, Inc. will not penalize employees because they require time away from work on account of a disability resulting from pregnancy, childbirth or related medical conditions.

If employees have any questions regarding this policy or if they wish to request an accommodation, they should contact the Head of Human Resources.

9-2. Statutory Short-Term Disability Benefits

ATA Services, Inc. also provides statutory short-term disability insurance.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.



9-3. Leave For Victims Of Domestic Or Sexual Violence

If employees or their minor child are victims of domestic or sexual abuse, the employee may be eligible for an unpaid leave of absence of up to 30 days per calendar year. The employee must have worked for ATA Services, Inc. for at least six (6) consecutive months to be eligible for leave under this policy and must have provided reasonable advance notice, if possible. For purposes of this policy, "minor child" includes a biological, adopted, foster, or stepchild or any legal ward of the employee under the age of majority.

Leave under this policy is authorized to those who:

- seek medical attention for oneself or one's minor child to recover from physical or psychological injury or disability caused by domestic or sexual violence;
- obtain services from a victim services organization or victim advocacy organization, including:
 - any nonprofit organization providing assistance to or serving as advocates of victims of domestic or sexual violence;
 - any organization operating a shelter or providing professional counseling services for victims of domestic or sexual violence; or
 - any organization providing legal assistance to victims of domestic or sexual violence.
- obtain psychological or other counseling;
- temporarily or permanently relocate; or
- take legal action relating to or resulting from the domestic or sexual violence, or related legal action to enhance the health/safety of oneself, one's minor child, or those who associate or work with the employee (e.g. to obtain restraining or injunctions).

The employee must use any other paid or unpaid leave that is applicable and available before taking leave under this policy; however, only 30 days of leave may be taken in total.

ATA Services, Inc. will keep confidential the basis for any requests for leave under this policy as required by law.

If the purpose of the leave is to seek medical attention to recover from physical or psychological injury or disability caused by domestic or sexual violence, when providing notice of leave, the employee also should provide medical certification from a health care provider estimating the number of leave days necessary and the estimated commencement and termination dates of leave required by the employee.

If the purpose of the leave is for non-medical reasons of not more than five (5) calendar days, when providing notice of leave, the employee should provide written, signed certification that they or their minor child is a victim of domestic or sexual violence and the leave is for one (1) of the non-medical purposes provided in the policy. If the employee needs a non-medical leave in excess of five (5) days in a calendar year, they must provide certification in one (1) of the following manners:



- certified or exemplified restraining orders, injunctions against harassment, and documents from criminal cases;
- documentation from a victim services organization or domestic or sexual violence program, agency, or facility, including a shelter or safe house for victims of domestic or sexual violence; or
- documentation from a medical professional, mental health care provider, attorney, advocate, social worker, or member of the clergy from whom the employee or the employee's minor child has sought assistance in relation to the domestic or sexual violence.

Employees returning from leave under this policy will be reinstated to the same job or to a position of comparable status and pay.



Section 10 - Minnesota Addendum

10-1. Equal Employment Opportunity

ATA Services, Inc. is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, familial status, military service and veteran status, physical or mental disability, genetic information, public assistance, local human rights commission activity, or any other characteristic protected by applicable federal, state or local laws and ordinances. ATA Services, Inc.'s management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs and general treatment during employment.

ATA Services, Inc. will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's: physical or mental disability; sincerely held religious beliefs and practices; and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon ATA Services, Inc.'s business operations. Any applicant or employee who needs an accommodation in order to perform the essential functions of the job should contact COO to request such an accommodation. The individual should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation, to the extent permitted and in accordance with applicable law. ATA Services, Inc. then will review and analyze the request, including engaging in an interactive process with the individual, to identify if such an accommodation can be made. ATA Services, Inc. will evaluate requested accommodations, and as appropriate identify other possible accommodations, if any. The individual will be notified of ATA Services, Inc.'s decision regarding the request within a reasonable period. ATA Services, Inc. treats all medical information submitted as part of the accommodation process in a confidential manner.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of COO. ATA Services, Inc. will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact COO. To ensure the 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 conducted pursuant to this policy.



10-2. Right To Review Personnel Records

Under Minnesota law, active employees have the right to review their personnel record once every six (6) months. Employees who leave ATA Services, Inc. may review their personnel record once every year as long as ATA Services, Inc. maintains the personnel record.

To review their personnel record, employees must make a good faith request in writing to HR Director. Employees may also request a copy of the record at the time they review it. The copy will be made available to the employee at no cost.

ATA Services, Inc. will provide employees an opportunity to review their personnel record within seven (7) working days of the written request or within 14 working days of the written request if the personnel record is physically located outside of Minnesota.

What is contained in the personnel record is carefully defined under Minnesota law. The law does not require employee access to information that is not contained in the personnel record.

If employees dispute information contained in their personnel record, they may request that it be removed from the record. However, if ATA Services, Inc. does not agree the information should be removed, the employee may submit a written response to the denial (not to exceed five (5) pages).

No action can be taken against employees who appropriately ask to review their personnel records.

If employees are improperly denied their rights as provided by this law, the law provides certain remedies.

This notice only describes some of the employee's rights under the law. For more information, the Minnesota statutes detailing employee rights can be found at Minnesota Statutes, § 181.960 through Minnesota Statutes §181.965. These laws can be found on the internet at <https://www.revisor.mn.gov/pubs/> or in public libraries throughout the state.

10-3. Wage Disclosure Protections

Under Minnesota law, an employer may not:

1. require nondisclosure by employees of their wages as a condition of employment;
2. require employees to sign a waiver or other document which purports to deny them the right to disclose their wages; or
3. take any adverse employment action against employees for disclosing their own wages or discussing another employee's wages which have been disclosed voluntarily.

Nonetheless, this policy should not be construed to:

1. create an obligation on ATA Services, Inc. or on employees to disclose wages;



2. permit employees, without the written consent of ATA Services, Inc., to disclose proprietary information, trade secret information or information that is otherwise subject to legal privilege or protected by law;
3. diminish any existing rights under the National Labor Relations Act; or
4. permit employees to disclose wage information of other employees to a competitor of ATA Services, Inc.

An employer may not retaliate against the employee for asserting rights or remedies set forth in this policy.

Employees may bring a civil action against ATA Services, Inc. for a violation of this policy. If a court finds that ATA Services, Inc. has violated this policy, the court may order reinstatement, back pay, restoration of lost service credits, if appropriate, and the expungement of any related adverse records of the employee who was the subject of the violation.

10-4. Sick Days

Full-time employees are eligible to receive up to six (6) paid sick days each year.

If the employees will be out of work due to illness, they must call in and notify their supervisor as early as possible, but at least by the start of the workday. If the employees call in sick for three (3) or more consecutive days, they may be required to provide their supervisor with a doctor's note on the day they return to work.

Sick days must be taken during the year they are received. Accrued, unused sick time cannot be carried over from one year into the next and is not paid out at separation.

Sick days must be used in at least half-day increments.

While sick days are intended to cover only the employee's own illnesses, sick days may be used to care for a family member's (including the employee's minor child and those attending school up to age 20, the employee's own spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent and stepparent for such reasonable periods as may be necessary) illness or injury.

Such time also can be used for the above-mentioned family members for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking.

Advanced but unaccrued sick days will be deducted from the employee's final paycheck, to the extent permitted by state law.



10-5. Sick And Safe Time

Eligibility. ATA Services, Inc. provides sick and safe time (SST) to employees who perform work within Minnesota for at least 80 hours in a year. For employees who work in Minnesota and are eligible for sick and safe time under the general policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issues.

Accrual. Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every 30 hours worked, up to a maximum annual accrual of 48 hours each year. Additionally, employees' total SST accrual balance may not exceed 80 hours at any time ("overall accrual cap"). Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year can be any regular and consecutive twelve-month period as determined by ATA Services, Inc. and clearly communicated to each employee of ATA Services, Inc.

Usage. Employees can begin to use granted or accrued SST immediately. SST may be used in the smallest increment of time tracked by ATA Services, Inc.'s payroll system.

Employees may use SST for the following reasons:

1. The employee's own mental or physical illness, injury, or health condition to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or the employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition or care for a family member who needs preventive medical care;
3. Absences due to domestic abuse, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate or take steps to secure an existing home due to domestic abuse, sexual assault, or stalking; or to seek legal advice or take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic abuse, sexual assault, or stalking;
4. The closure of the employee's place of business due to weather or other public emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;
6. The employee's inability to work or telework because the employee is:
 - i. Prohibited from working by ATA Services, Inc. due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - ii. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a



communicable disease or ATA Services, Inc. has requested a test or diagnosis; and

7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, "family member" means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship, or one individual annually designated by the employee. The family members listed above are not limited to biological family members, but also include step-, foster, adoptive, half-relations, and those who stand in *loco parentis* and legal guardians.

Unless the employee advises ATA Services, Inc. otherwise, ATA Services, Inc. will assume, subject to applicable law, that employees want to use available SST for absences for reasons set forth above and employees will be paid for such absences to the extent they have SST available.

Employees will be provided with SST balance and usage information on their pay statement.

Notice and Documentation. When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to ATA Representative. When the need to use SST is not foreseeable, employees must provide notice to ATA Representative as soon as practicable. For SST of more than three (3) consecutive workdays, employees may also be required to provide reasonable documentation that SST was taken for a covered reason. For example, for SST used for reasons (1), (2), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of SST taken and that SST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for SST used for reason (3) above, documentation signed by the employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolenence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment. SST is paid at the same hourly rate as the employee's rate of pay for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

Carryover & Payout. Accrued, unused SST may be carried over to the following year, but as indicated above, there is an overall accrual cap of 80 hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used.



Accrued, unused SST will not be paid upon separation.

Enforcement & Retaliation. Employees may be subject to discipline for using SST for a reason other than the covered reasons above, to the maximum extent permitted by applicable law. Retaliation against employees who request or use earned SST is prohibited.

Employees have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact your the Head of Human Resources and/or ATA Representative.

10-6. Minneapolis Sick And Safe Time

Eligibility

ATA Services, Inc. provides Sick and Safe Time (SST) to employees who perform work within the City of Minneapolis for at least 80 hours in a year. For employees who work in Minneapolis who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin to accrue SST at the start of employment. Employees accrue one (1) hour for every 30 hours worked, up to a maximum annual accrual of 48 hours. Additionally, the employee's total SST accrual balance may not exceed 80 hours at any time ("overall accrual cap"). Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31.

Usage

Employees can begin to use accrued SST immediately. SST may be used in the smallest increment of time tracked by ATA Services, Inc.'s payroll system.

The employee may use SST for the following reasons:

1. The medical diagnosis, treatment, recuperation, or preventative care for a mental or physical illness, injury, or health condition of the employee or family member;
2. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate due to domestic violence



- or take steps to secure an existing home due to sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;
3. The closure of the employee's place of business due to weather or other public emergency or by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material, or other public health emergency;
 4. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency or by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material, or other public health emergency; or
 5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; other public emergency; or other unexpected closure.
 6. The employee's inability to work or telework because the employee is:
 - i. prohibited from working by ATA Services, Inc. due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - ii. seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or ATA Services, Inc. has requested a test or diagnosis; or
 7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, guardian, ward, or a person who currently resides in the employee's home, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; or one (1) individual annually designated by the employee. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half-relations, and those who stand in *loco parentis* and legal guardians.

Unless advised otherwise by the employee, ATA Services, Inc. will assume, subject to applicable law, that employees want to use available SST for absences for reasons set forth above and employees will be paid for such absences to the extent they have SST available.

Upon request of the employee, ATA Services, Inc. will provide information (in writing or electronically) regarding the employee's accrued and available SST and used SST. Employees also will be provided information on SST in their regular pay statement.

Notice and Documentation



When the need to use SST is foreseeable, employees must provide seven (7) days advance notice to ATA Representative. When the need to use SST is not foreseeable, employees must provide notice to ATA Representative as soon as practicable. Employees who know that their absence will exceed one (1) day should also indicate the day that they expect to return to work.

Employees may be required to confirm, either verbally or in writing, that they used SST for a reason covered under this policy, to the extent permitted by applicable law. For SST of more than three (3) consecutive work days, employees also may be required to provide reasonable documentation that SST was taken for a covered reason. For example, for SST used for reasons (1), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of SST taken and that SST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for SST used for reason (2) above, documentation signed by an employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment

SST is paid at the same hourly rate as employee's regular rate of pay (including shift differentials, if applicable, but not including overtime payments or any special forms of compensation such as lost tips, incentives, commissions, premium payments or bonuses) for the hours the employee was scheduled to work during the time SST is used, unless otherwise required by applicable law. Use of SST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued, unused SST may be carried over, but as indicated above, there is an overall accrual cap of 80 hours. Once the overall accrual cap is reached, SST will stop accruing until some SST is used. Accrued, unused SST will not be paid upon separation.

Enforcement and Retaliation

Retaliation against employees who request or use earned SST is prohibited. Employees have the right to file a complaint with the City of Minneapolis Labor Standards Enforcement Division if they believe they have been denied SST, retaliated against, or that their rights to SST have been otherwise interfered with or restrained. Employees also have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied SST, retaliated against, or that their rights to SST has been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact COO.



10-7. St. Paul Earned Sick And Safe Time

Eligibility

ATA Services, Inc. provides Earned Sick and Safe Time (ESST) to employees who perform work within the City of St. Paul for at least 80 hours in a year. For employees who work in St. Paul who are eligible for sick time under the general Sick Days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general Sick Days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin to accrue ESST at the start of employment, whichever is later. Employees accrue one (1) hour of ESST for every 30 hours worked, up to a maximum annual accrual of 48 hours. Additionally, the employee's total ESST accrual balance may not exceed 80 hours at any time ("overall accrual cap"). Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the 12-month period beginning January 1 and ending on December 31.

Usage

Employees can begin to use accrued ESST immediately. ESST may be used in the smallest increment of time tracked by ATA Services, Inc.'s payroll system.

The employee may use ESST for the following reasons:

1. Due to the mental or physical illness, injury, or health condition or for preventative medical care or medical diagnosis, care, or treatment of/for the employee or family member;
2. Absences due to domestic violence, sexual assault, or stalking of the employee or employee's family member, provided the absence is for medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking; to obtain services from a victim services organization; to obtain psychological or other counseling; to relocate or take steps to secure an existing home due to domestic violence, sexual assault, or stalking; or to take legal action, including preparing for or participating in any civil or criminal proceedings related to or resulting from domestic violence, sexual assault, or stalking;
3. The closure of the employee's place of business due to weather or other public emergency, or by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency;
4. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, or by order of a public official to limit exposure to an infectious agent, biological toxin, or hazardous material or other public health emergency;
5. To accommodate the employee's need to care for a family member whose school or place of care has been closed due to inclement weather; loss of power, heating, or water; other public emergency; or



- other unexpected closure;
6. The employee's inability to work or telework because the employee is:
 - i. Prohibited from working by ATA Services, Inc. due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - ii. Seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of a communicable disease related to a public emergency, and such employee has been exposed to a communicable disease or ATA Services, Inc. has requested a test or diagnosis; or
 7. When it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means a child (including child-in-law), spouse or registered domestic partner, sibling (including a sibling-in-law), parent, grandchild, grandparent, a child of a sibling, a sibling of the parents of the employee or the employee's spouse or registered domestic partner, guardian, ward, or a person who currently resides in the employee's home, any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; or one (1) individual annually designated by the employee. The family members listed above are not limited to biological family members but also include step, foster, adoptive, half-relations, and those who stand *in loco parentis* and legal guardians.

Unless the employee advises ATA Services, Inc. otherwise, ATA Services, Inc. will assume, subject to applicable law, that employees want to use available ESST for absences for reasons set forth above and employees will be paid for such absences to the extent they have ESST available.

Upon request of the employee, ATA Services, Inc. will provide information (in writing or electronically) regarding both the employee's accrued and available ESST and used ESST.

Notice and Documentation

When the need to use ESST is foreseeable, employees must provide seven (7) days advance notice to ATA Representative. When the need to use ESST is not foreseeable, employees must provide notice to ATA Representative as soon as practicable.

For ESST of more than three (3) consecutive work days, employees may be required to provide reasonable documentation that ESST was taken for a covered reason. For example, for ESST used for reasons (1), (6), or (7) above, documentation signed by a licensed health care provider indicating the need for the amount of ESST taken and that ESST was used for a covered reason under this policy and/or applicable law will be considered reasonable documentation, and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition, except as required by law. Supporting documentation will not be required for the above purposes if it would result in an unreasonable expense on the employee or where the employee did not receive services from a health care professional. In this event, reasonable documentation may include a written statement from the employee. For example, for ESST used for reason (2)



above, documentation signed by an employee or volunteer of a victim services organization, an attorney, a police officer, or an antiviolence counselor will be considered reasonable documentation, and such documentation need not specify the details of the domestic abuse, sexual assault, or stalking.

Payment

ESST is paid at the same hourly rate as the employee's regular rate of pay for the hours the employee was scheduled to work during the time ESST is used, unless otherwise required by applicable law. Use of ESST is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Accrued, unused ESST may be carried over, but as indicated above, there is an overall accrual cap of 80 hours. Once the overall accrual cap is reached, ESST will stop accruing and until some ESST is used.

Accrued, unused ESST will not be paid upon separation.

Enforcement and Retaliation

Employees may be subject to discipline for using ESST under this policy for purposes other than those provided under this policy, to the maximum extent permitted by applicable law. Retaliation against employees who request or use ESST is prohibited. Employees have the right to file a complaint with the City of St. Paul Department of Human Rights and Equal Economic Opportunity if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained; or may bring a civil action in the event of retaliation. Employees also have the right to file a complaint with the Minnesota Department of Labor and Industry or bring a civil action if they believe they have been denied ESST, retaliated against, or that their rights to ESST have been otherwise interfered with or restrained.

Employees with questions regarding this policy can contact COO.

SAINT PAUL
HUMAN RIGHTS & EQUAL ECONOMIC OPPORTUNITY

CITY OF SAINT PAUL
Department of Human Rights & Equal Economic Opportunity
Division of Labor Standards Enforcement and Education

NOTICE TO EMPLOYEES
Minimum Wage and Earned Sick and Safe Time (ESST) ordinances apply to employees performing work within the geographical boundaries of Saint Paul

EARNED SICK AND SAFE TIME

What can you use ESST for?

- For yourself or a family member's mental or physical illness, including preventative medical care
- Reasons related to domestic violence, sexual assault, or stalking
- School or work closure because of exposure to an infectious agent
- Care for a family member whose daycare closed unexpectedly

How do you accrue and use ESST?

MINIMUM WAGE INCREASES

The Saint Paul Minimum Wage is updated annually

Business Size	2023 Minimum Wage	2024 Minimum Wage
Micro (1-50 employees)	\$15.19 (Effective January 1)	\$16.00 (Effective January 1)
Large (101-10,000 employees)	\$16.00 (Effective July 1)	\$16.00 (Effective July 1)
Small (6-100 employees)	\$13.00 (Effective July 1)	\$14.00 (Effective July 1)
Micro (5 or fewer employees)	\$11.50 (Effective July 1)	\$12.25 (Effective July 1)

REPORT A VIOLATION



• Employees accrue 1 hour of ESST for every 30 hours worked

• ESST begins accruing on the 1st day of work and employees are allowed to use earned ESST after their first 90 days of work (unless their Employer has a more generous ESST policy).

• Employers must allow an employee to accrue at least forty-eight (48) hours of earned sick and safe time every year and roll over unused sick and safe time up to 80 hours after the employee's first year.

• Documentation may be requested for absences of longer than 3 days

Retaliation is illegal

If you believe your right to ESST or Minimum Wage has been violated, you can file a complaint with HREEO using any of these methods:

- 651-266-8866
- LaborStandards@state.mn.us
- spaul.gov/laborstandards
- 15 W Kellogg Blvd, Suite 200, Saint Paul, MN 55102

Employees also have a right to bring a civil action if they believe their right to ESST or Minimum Wage has been violated.

ADA Language Interpretation, Translation, and Accommodations are available upon request

10-8. Nursing Mothers, Lactating Employees, And Pregnancy Accommodations

Minnesota's Nursing Mothers, Lactating Employees, and Pregnancy Accommodations law, Minn. Stat. § 181.939, gives pregnant and lactating employees certain legal rights.

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence, or modification in work schedule or tasks. Employers cannot require employees to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private, and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate or to take negative action against a pregnant or lactating employee for exercising their rights under this law.

Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help. Employees also have the right to file a civil lawsuit for relief. For more information about this law, visit dli.mn.gov/newparents.

10-9. Crime Victims Leave

Employees who are victims of a violent crime and are subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case. Employees who are a victim's spouse or immediate family member may be granted reasonable time off from work without pay to attend criminal proceedings related to the victim's case.

Employees must give 48 hours' advance notice of the request for time off pursuant to this policy, unless impracticable or an emergency prevents the employee from doing so.

Upon request, the employee must provide verification that supports the employee's reason for being absent



from the workplace. All information related to the employee's leave pursuant to this section shall be kept confidential by ATA Services, Inc.

10-10. Family Military Leave

Any employee who is the grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé or fiancée of a member of the United States armed forces who has been ordered into active service in support of a war or other national emergency ("mobilized service member") is eligible for an unpaid leave of absence of up to one (1) day per calendar year in order to attend a send-off or homecoming ceremony for the mobilized service member. Employees are asked to give ATA Services, Inc. as much notice of their intent to take this leave as is practicable under the circumstances.

Additionally, any employee who is the parent, child, grandparent, sibling or spouse of a member of the United States armed forces who has been injured or killed while engaged in active service is eligible for an unpaid leave of absence for up to 10 days. The employee must give ATA Services, Inc. as much notice of intent to take this leave as is practicable. Any accrued paid time off which is used during this period will run concurrently with leave under this policy and will not extend the length of leave.

10-11. Family And Medical Leave For Employers Covered By The Fmla

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Minnesota Pregnancy & Parental Leave Act (MPPLA). This policy provides employees with information concerning FMLA and/or MPPLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA and/or MPPLA leave, they should contact COO.

I. Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by ATA Services, Inc. for at least 12 months (which need not be consecutive); 2) have been employed by ATA Services, Inc. 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.

All employees who work in Minnesota are "MPPLA eligible employees."

II. Entitlements

The FMLA and MPPLA provide eligible employees with a right to leave, health insurance benefits, and, with some limited exceptions, job restoration.

A. Basic FMLA and MPPLA 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 a 12-month period measured forward from the start date of the employee's first FMLA leave. The MPPLA provides eligible employees up to 12 workweeks of unpaid leave for:

1. The birth or placement for adoption of a child; or
2. For a female employee's prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions.

MPPLA leave for the birth or adoption of a child may begin not more than 12 months after the birth or adoption, except that where the child must remain in the hospital longer than the childbearing parent, the leave may not begin more than 12 months after the child leaves the hospital. It is ATA Services, Inc.'s policy to provide the greater leave benefit provided under the FMLA or MPPLA and to run leave concurrently under the FMLA and MPPLA whenever possible. Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (or foster care-FMLA only);
- To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a serious health condition (FMLA only);
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, childbirth, or related health condition) that makes the employee unable to perform one (1) or more of the essential functions of the employee's job (FMLA only, except under the MPPLA, for a employee's own prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions); and/or
- Because of any qualifying exigency arising out of the fact that the 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 Reserve component of the Armed Forces for deployment to a foreign country in support of contingency operations or Regular Armed Forces for deployment to a foreign country (FMLA only).

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 three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, 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) (FMLA Only)

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 service under conditions other than dishonorable at any time during the five- (5-)year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is 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. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.

D. No Work While on Leave

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

E. Protection of Group Health Insurance Benefits

During FMLA/MPPLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may be required to pay the full health insurance premium during leave.

F. Restoration of Employment and Benefits

At the end of FMLA/MPPLA leave, subject to some exceptions, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. Under the FMLA only, reinstatement also may be denied where job restoration of "key employees" will cause ATA Services,



Inc. substantial and grievous economic injury. ATA Services, Inc. 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/MPPLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/MPPLA leave.

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

Employees requesting FMLA leave are entitled to receive written notice from ATA Services, Inc. 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. ATA Services, Inc.'s 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.

ATA Services, Inc. may retroactively designate leave as FMLA leave with appropriate written notice to employees provided ATA Services, Inc.'s 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, ATA Services, Inc. and employee can mutually agree that leave be retroactively designated as FMLA leave.

III. Employee FMLA/MPPLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA/MPPLA leave must timely notify ATA Services, Inc. of their need for FMLA/MPPLA 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 COO 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 ATA Services, Inc. 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 ATA Services, Inc.'s 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 ATA Services, Inc. has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

For MPPLA, the notice of the need for leave should include the date the leave will commence and the estimated duration of the leave.

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA/MPPLA 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 ATA Services, Inc. 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.

Employees returning from MPPLA leave longer than one (1) month also must provide notice of their return from leave to COO at least two (2) weeks in advance.

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 ATA Services, Inc. and make a reasonable effort to schedule treatment so as not to unduly disrupt ATA Services, Inc.'s operations, subject to the approval of the employee's health care provider. Employees must consult with ATA Services, Inc. prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both ATA Services, Inc. and the employees, subject to the approval of the 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, ATA Services, Inc. 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, ATA Services, Inc. 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 ATA Services, Inc. of the reasons why such leave is medically necessary. In such instances, ATA Services, Inc. and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting ATA Services, Inc.'s 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 the 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 (3) 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 ATA Services, Inc. with timely, complete, and sufficient medical certifications. Whenever ATA Services, Inc. requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after ATA Services, Inc.'s request, unless it is not practicable to do so despite the employee's diligent, good-faith efforts. ATA Services, Inc. will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. ATA Services, Inc. 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, ATA Services, Inc. (through individuals other than the 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 ATA Services, Inc. with authorization allowing it to clarify or authenticate certifications with health care providers, ATA Services, Inc. may deny FMLA leave if certifications are unclear.

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

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, ATA Services, Inc. may require employees to provide recertification of medical conditions giving rise to the need for leave. ATA Services, Inc. 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 ATA Services, Inc. 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. ATA Services, Inc. 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, ATA Services, Inc. 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 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, ATA Services, Inc. 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, ATA Services, Inc. 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 and MPPLA Leave

Employees must use any accrued paid time while taking unpaid FMLA and/or MPPLA leave.

The substitution of paid time for unpaid FMLA and/or MPPLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with the employee's FMLA/MPPLA 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, ATA Services, Inc. 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/MPPLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. However, if leave is solely pursuant to MPPLA, the employee may



be required to pay the full health insurance premium during leave. Unless ATA Services, Inc. notifies employees of other arrangements, whenever employees are receiving pay from ATA Services, Inc. during FMLA/MPPLA leave, ATA Services, Inc. will deduct the employee's 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/MPPLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by ATA Services, Inc. upon leave.

IV. Coordination of FMLA/MPPLA Leave with Other Leave Policies

The FMLA and MPPLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights. However, whenever permissible by law, FMLA leave will run concurrently with MPPLA and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/MPPLA leave is either not available or exhausted, please consult ATA Services, Inc.'s other leave policies in this handbook or contact COO.

V. Questions and/or Complaints about FMLA/MPPLA Leave

If employees have questions regarding this FMLA/MPPLA policy, they should contact COO. ATA Services, Inc. is committed to complying with the FMLA/MPPLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/MPPLA.

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 COO immediately. ATA Services, Inc. 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 U.S. Department of Labor or may bring private lawsuits alleging FMLA violations.

10-12. Domestic Abuse Or Harassment Leave

Employees are entitled to reasonable unpaid time off to obtain or attempt to obtain an order of protection and/or other relief from a court related to domestic abuse or harassment.

The employee who is absent from the workplace shall give 48 hours' advance notice to ATA Services, Inc. except in cases of imminent danger to the health or safety of the employee or the employee's child, or unless impracticable.

Upon request, the employee must provide verification that supports the employee's reason for being absent from the workplace. All information related to the employee's leave pursuant to this section shall be kept



confidential by ATA Services, Inc.

10-13. School Conference And Activities Leave

ATA Services, Inc. will provide employees with up to 16 hours of leave during any 12-month period to attend school conferences or school-related activities related to the employee's child (including conferences related to a pre-kindergarten program or child care services), provided the conferences or school-related activities cannot be scheduled during nonwork hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt ATA Services, Inc.'s operations. Leave under this policy is unpaid. However, the employee may substitute accrued paid time off for leave under this policy.



Section 11 - New Mexico Addendum

11-1. Pregnancy Accommodations

In compliance with New Mexico Pregnant Worker Accommodation Act, ATA Services, Inc. will not discriminate against employees or job applicants in relation to pregnancy, childbirth and related conditions and will provide reasonable accommodation for conditions related to pregnancy, childbirth or a related condition.

Reasonable Accommodations

If employees or job applicants with a known limitation arising out of pregnancy, childbirth or a related condition make a request for reasonable accommodation, ATA Services, Inc. will endeavor to grant the request unless the accommodation constitutes an undue hardship. Reasonable accommodations may include modification or adaptation of the work environment, work rules or job responsibilities for as long as necessary to enable employees with limitations due to pregnancy, childbirth or a related condition to perform the job that does not impose an undue hardship on ATA Services, Inc. ATA Services, Inc. will not require employees to take paid or unpaid leave if another reasonable accommodation can be provided to the known limitations related to the pregnancy, childbirth or related condition.

Further, ATA Services, Inc. will not refuse to hire, discharge, refuse to promote, demote or discriminate in matters of compensation or leave or terms, conditions or privileges of employment against any person otherwise qualified for employment on the basis of that person's pregnancy or childbirth or a related condition, including failing to treat employees or job applicants affected by pregnancy, childbirth or a related condition in the same manner as other persons similar in ability to work for all employment-related purposes, including receipt of benefits under fringe benefit programs, unless based on a bona fide occupational qualification.

Additionally, ATA Services, Inc. will not print or circulate any statement, advertisement or publication; use any form of application for employment; or make any inquiry regarding prospective employment that expresses, directly or indirectly, any limitation, specification or discrimination as to pregnancy, childbirth or a related condition, unless based on a bona fide occupational qualification. ATA Services, Inc. will not refuse to list, properly classify for employment or refer a person for employment in a known available job for which the person is otherwise qualified on the basis of the person's pregnancy, childbirth or related condition, unless based on a bona fide occupational qualification.

ATA Services, Inc. reserves the right to require employees to provide medical certification concerning the need for reasonable accommodation consistent with ATA Services, Inc.'s requests for certification of other temporary disabilities.

ATA Services, Inc. will not discharge, demote, deny promotion to or in any other way discriminate against employees in the terms or conditions of employment in retaliation for the person asserting a claim or right pursuant to the Pregnant Worker Accommodation Act, for assisting another person to assert a claim or right



pursuant to the Pregnant Worker Accommodation Act, or for informing another person about employment rights or other rights provided by law. A person claiming to be aggrieved by an unlawful discriminatory practice in violation of the Pregnant Worker Accommodation Act may seek relief under the Human Rights Act.

If employees have any questions about or would like to request a reasonable accommodation pursuant to this policy, they should contact COO.

11-2. Sick And Safe Time

Eligibility

ATA Services, Inc. provides paid sick leave to employees who work in New Mexico in accordance with the Healthy Workplaces Act. For employees who work in New Mexico who are eligible for sick time under another policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than any other policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing paid sick leave pursuant to this policy on July 1, 2022 or at the start of employment, whichever is later. Employees accrue one (1) hour of paid sick leave for every 30 hours worked. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick leave accrues based upon that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may use paid sick leave immediately. Paid sick leave may be used in 1 hour increments. Employees may not use more than 64 hours of paid sick leave in any year.

Employees may use paid sick leave for absences due to:

1. The employee's mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
2. Care of a family member of the employee for mental or physical illness, injury or health condition; medical diagnosis, care or treatment of a mental or physical illness, injury or health condition; and preventive medical care;
3. Meetings at the employee's child's school or place of care related to the child's health or disability; or
4. Absences necessary due to domestic abuse, sexual assault or stalking suffered by the employee or a family member of the employee provided that the leave is for the employee to:
 - a. obtain medical or psychological treatment or other counseling;
 - b. relocate;
 - c. prepare for or participate in legal proceedings; or
 - d. obtain services or assist a family member of the employee with any of the activities set forth in



subparagraphs (a) through (c).

For purposes of this policy, family member includes the employee's spouse or domestic partner or a person related to the employee or the employee's spouse or domestic partner as: (1) a biological, adopted or foster child, a stepchild or legal ward or a child to whom the employee stands in loco parentis; (2) a biological, foster, step or adoptive parent or legal guardian, or a person who stood in loco parentis when the employee was a minor child; (3) a grandparent; (4) a grandchild; (5) a biological, foster, step or adopted sibling; (6) a spouse or domestic partner of a family member; or (7) an individual whose close association with the employee or the employee's spouse or domestic partner is the equivalent of a family relationship. A domestic partner includes an individual with whom another individual maintains a household and a mutual committed relationship without a legally recognized marriage.

The employee's use of paid sick leave will not be conditioned upon searching for or finding a replacement worker.

Unless employees advise ATA Services, Inc. otherwise, we will assume, subject to applicable law, that employees want to use available paid sick leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have paid sick leave available.

Notice and Documentation

When employees need to use paid sick leave, the employee or an individual acting on the employee's behalf must make an oral or written request to ATA Representative to use the leave. When possible, the request must include the expected duration of the sick leave absence. When the need to use paid sick leave is foreseeable, the employee must make a reasonable effort to provide advance notice before using the paid sick leave and must make a reasonable effort to schedule use of paid sick leave in a way that does not disrupt ATA Services, Inc.'s operations. When the need to use paid sick leave is not foreseeable, the employee must notify ATA Representative as soon as practicable.

Employees may be required to provide reasonable documentation for the use of paid sick leave if the employee used paid sick leave for two (2) or more consecutive workdays. Where sick leave is requested for reasons 1 or 2 above, documentation signed by a health care professional indicating the amount of sick leave taken is necessary will be considered reasonable documentation. Where sick leave is requested for reason 4 above, the employee may provide one of the following: a police report; a court-issued document; or a signed statement by a victim services organization, clergy member, attorney, advocate, the employee, a family member or any other person. The signed statement does not have to be notarized or be in any particular format. It only needs to affirm the employee took paid sick leave for one of the purposes specified by the Act. Employees are allowed up to 14 days from the date they return to work to provide the documentation. The documentation does not need to explain the nature of any medical condition or the details of the domestic abuse, sexual assault or stalking. ATA Services, Inc. will never delay the use of paid sick leave because the employer has not yet received documentation. All information and documentation received about the employee's reasons for taking paid sick leave is confidential. ATA Services, Inc. will not disclose the above-referenced information except with the employee's permission or as necessary for validation of disability insurance claims, accommodations consistent with the federal Americans with Disabilities Act (ADA), as required by the Healthy Workplaces



Act, or by Court Order.

Payment

Paid sick leave will be paid at the same hourly rate and with the same benefits the employee normally earns during hours worked at the time the employee uses such time, but no less than the applicable minimum wage. Use of paid sick leave is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 64 hours of accrued, unused paid sick leave to the following year. Unused paid sick leave will not be paid at separation.

Enforcement and Retaliation

Retaliation against any employee who requests or uses paid sick leave is prohibited. Employees have the right to file a complaint with the New Mexico Department of Workforce Solutions, Labor Relations Division if paid sick leave as required by law is denied or if the employee is subjected to retaliation for requesting or taking paid sick leave. The New Mexico Department of Workforce Solutions, Labor Relations Division can be reached by calling (505) 841-4400, visiting www.dws.state.nm.us or going to a New Mexico Workforce Connections Office.

Questions about rights and responsibilities under the law can be answered by COO.

11-3. Bernalillo County Paid Time Off

Eligibility

ATA Services, Inc. provides earned paid time off to eligible employees who perform 56 hours or more of work within a year in the unincorporated limits of the County of Bernalillo pursuant to the Employee Wellness Act (the "Ordinance"). Exempt employees employed in a bona fide executive, administrative, or professional capacity and forepersons, superintendents, and supervisors are not eligible for the paid time off. For employees who work in the unincorporated limits of Bernalillo County who are eligible for paid time off under the general paid time off policy, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid time off policy.

Accrual

Employees begin to accrue earned paid time off pursuant to this policy at the start of employment. Employees accrue earned paid time off at a rate of one (1) hour for every 32 hours worked, up to a maximum accrual of 56 hours per year.

For purposes of this policy, the year is the consecutive 12-month period beginning October 1 and ending on September 30.

Usage



Accrued earned paid time off may be used beginning on the 90th calendar day of employment, assuming the employee has also worked 56 hours in a year. Earned paid time off leave may be used in 1 hour increments. Employees may not use more than the maximum accrual of earned paid time off in a year.

Employees may use earned paid time off for any reason.

Use of earned paid time off will not be conditioned upon searching for or finding a replacement worker.

Upon request, ATA Services, Inc. will inform employees of the amount of earned paid time off they accrued and used.

Notice and Documentation

Requests to use earned paid time off may be made orally, in writing, or electronically (e.g., via email) by employees or a family member, caretaker, or medical professional acting on their behalf. Whenever possible, the request must include the expected duration of the absence. When the use of earned paid time off is foreseeable, such as a scheduled medical appointment or similar matters, notice must be provided to ATA Representative as soon as practicable and when possible, employees should schedule the use of earned paid time off for these purposes in a manner that does not unduly disrupt the operations of ATA Services, Inc. When the use of paid leave is not foreseeable due to an emergency or illness, notice to ATA Representative should be provided as soon as practicable. All information ATA Services, Inc. obtains related to the employee's reasons for taking earned paid time off will be treated as confidential and not disclosed except with the employee's permission or as necessary for validation purposes for insurance disability claims or accommodations consistent with the Americans with Disabilities Act.

Payment

Employees will receive payment for earned paid time off at the same hourly rate and with the same benefits, including health care benefits, as normally earned during hours worked. Use of earned paid time off is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 56 hours of accrued, unused earned paid time off to the following year. Accrued but unused earned paid time off under this policy will not be paid at separation.

Enforcement and Retaliation

Retaliation against employees for requesting or using earned paid time off for which the employee is eligible is prohibited, and employees may file a complaint with the County of Bernalillo for any violation of the Ordinance.

Employees with questions regarding this policy can contact COO.



Section 12 - Vermont Addendum

12-1. Pregnancy Accommodations

In compliance with Vermont law, ATA Services, Inc. will endeavor to reasonably accommodate the needs of employees for a pregnancy-related condition, unless doing so would impose an undue hardship on ATA Services, Inc. For purposes of this policy, "pregnancy-related condition" means a limitation of the employee's ability to perform the functions of a job caused by pregnancy, childbirth or a medical condition related to pregnancy or childbirth.

Reasonable accommodations for the employee, may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. access to a chair or stool;
5. assistance with specific duties;
6. temporary transfers to less strenuous or hazardous work;
7. a private, clean space for breast feeding;
8. time off for prenatal appointments; or
9. time off to recover from medical conditions related to pregnancy or childbirth.

Any employee with questions about this policy or who needs to request an accommodation due to pregnancy, childbirth or a related medical condition should contact HR Director.

12-2. Non-Harassment

It is ATA Services, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by ATA Services, Inc.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on ATA Services, Inc. premises, while on ATA Services, Inc. business (whether or not on ATA Services, Inc. premises) or while representing ATA Services, Inc. In



addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;



10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to COO. (Phone numbers and addresses are available through ATA Services, Inc. directory.) If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact HR Director. (Phone numbers and addresses are available through ATA Services, Inc. directory.) 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 the reporting hierarchy.

Investigation Procedures

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. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, ATA Services, Inc. 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 employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they 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 termination.

While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using ATA Services, Inc.'s complaint process does not prohibit the employee from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).



12-3. Earned Sick Time

Eligibility

ATA Services, Inc. provides earned sick time to eligible employees who work for an average of at least 18 hours per week during a year. For employees who work in Vermont who are eligible for sick time under the general sick days policy and/or any other applicable sick time/leave law or ordinance, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general sick days policy and/or any other applicable sick time/leave law or ordinance.

Accrual

Employees begin accruing earned sick time at the start of employment. Eligible employees will accrue one (1) hour of earned sick time for every 52 hours worked up to a maximum accrual of 40 hours each year.

Exempt employees will be presumed to work 40 hours in each workweek for accrual purposes unless their normal workweek is less than 40 hours, in which case accrual will be based on that normal workweek. For purposes of this policy, the year is the consecutive 12-month period beginning January 1 and ending on December 31.

Usage

Employees may begin using accrued earned sick time after completion of one (1) year of employment. Earned sick time may be used in a minimum increment of one (1) hour. Employees may not use more than 40 hours of accrued earned sick time in a year.

Employees may use accrued earned sick time for the following reasons:

1. illness, injury, or to obtain professional diagnostic, preventive, routine or therapeutic health care;
2. to care for a sick or injured parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, including helping that individual obtain diagnostic, preventive, routine or therapeutic health treatment; or accompanying the employee's parent, grandparent, spouse or parent-in-law to an appointment related to their long-term care;
3. to arrange for social or legal services or obtain medical care or counseling for the employee or for the employee's parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child, who is a victim of domestic violence, sexual assault or stalking; or who is relocating as the result of domestic violence, sexual assault or stalking;
4. to care for a parent, grandparent, spouse, child, brother, sister, parent-in-law, grandchild or foster child because the school or business where that individual is normally located during the employee's workday is closed for public health or safety reasons.

Employees who are absent for one (1) or more covered reasons are required to use available earned sick time during the absence.



Notice and Documentation

Employees must notify ATA Representative as soon as practicable of the intent to take earned sick time as well as the expected duration of the absence. Employees must make reasonable efforts to avoid scheduling routine or preventive health care during regular work hours. ATA Services, Inc. may require the employee to provide reasonable proof that the employee's use of earned sick time is for one of the reasons covered under this policy.

Payment

Earned sick time will be paid at the employee's normal hourly wage rate or the state minimum wage rate, whichever is greater. Use of earned sick time is not considered hours worked for purposes of calculating overtime.

Carryover and Payout

Employees may carry over up to 40 hours of accrued, unused earned sick time under this policy to the following calendar year. Accrued but unused earned sick time under this policy will not be paid at separation.

If employees have any questions regarding this policy, they should contact COO.

12-4. Family And Medical Leave

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the Vermont Parental and Family Leave Law (VPFL). This policy provides employees information concerning FMLA and/or VPFL entitlements and obligations employees may have during such leaves. Whenever permitted by law, ATA Services, Inc. will run FMLA leave concurrently with VPFL leave and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or VPFL leave, they should contact COO.

I. Employees Eligible for FMLA and VPFL Leave

The eligibility requirements under the FMLA and VPFL are set forth below. Employees of ATA Services, Inc. who do not meet the eligibility requirements for FMLA leave may be eligible only for VPFL leave and vice-versa. If both laws are applicable, leave under both laws runs concurrently.

A. FMLA Eligibility

FMLA leave is available to "FMLA eligible employees." To be an "FMLA eligible employee," the employee must: 1) have been employed by ATA Services, Inc. for at least 12 months (which need not be consecutive); 2) have been employed by ATA Services, Inc. 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.

B. VPFL Eligibility



To be eligible for VPFL, the employee must: 1) have worked for ATA Services, Inc. for an average of at least 30 hours a week for 12 consecutive months; **and** 2) be employed by an employer doing business in, or operating within, the state of Vermont, which, for parental leave purposes, employs 10 or more employees for an average of at least 30 hours per week for 12 consecutive months; and, for family leave purposes, employs 15 or more employees for an average of at least 30 hours per week for 12 consecutive months.

II. Entitlements

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

A. Basic FMLA and VPFL 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 VPFL provides eligible employees with up to 12 weeks of unpaid leave within any 12-month period. The 12-month period for FMLA is determined on a 12-month period measured forward from the start date of the employee's first FMLA leave.

Leave may be taken for any one (1), or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption (of a child 16 years of age or younger-VPFL) or foster care (FMLA only)- leave for this purpose is considered Parental Leave under the VPFL;
- To care for the employee's spouse, son, daughter, or parent who has a **serious health condition** (FMLA only) or **serious illness** (VPFL only)-leave for this purpose is considered Family Leave under the VPFL (VPFL also includes domestic partners, parties to a civil union, and parents-in-law);
- 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 (1) or more of the essential functions of the employee's job (FMLA only) or **serious illness** (VPFL only)-leave for this purpose is considered Family Leave under the VPFL; and/or
- Because of any **qualifying exigency** arising out of the fact that the 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 Reserve 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 (FMLA only).

The VPFL also provides eligible employees with up to four (4) hours of unpaid leave in any 30-day period and not to exceed 24 hours in any 12-month period for participation in school activities or conferences, to accompany immediate family member to medical or professional services appointments to include routine or care and well-being, or to respond to a medical emergency involving family member (i.e., short-term family leave).

Under the FMLA, 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 three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) 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.

Under the VPFL, a **serious illness** is an accident, disease, or physical or mental condition that poses imminent danger of death, requires inpatient care in a hospital, or requires continuing in-home care under the direction of a physician.

Qualifying exigencies for FMLA leave 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) (FMLA only)

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. FMLA 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 service under conditions other than dishonorable at any time during the five- (5-) year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is 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 and/or VPFL leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also may be entitled to take 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. Leave due to qualifying exigencies may also be taken on an intermittent or reduced schedule basis.



D. No Work While on Leave

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

E. Protection of Group Health Insurance Benefits during Leave

During FMLA/VPFL 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 ATA Services, Inc. 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. ATA Services, Inc. will notify employees if they qualify as a "key employee," if it intends to deny reinstatement, and of their rights in such instances. A "key employee" is defined under the FMLA as the employee among the highest paid 10 percent of all employees who are employed within 75 miles of the worksite. 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.

As with FMLA leave, at the end of VPFL leave, subject to some exceptions including a variant of the FMLA "key employee" exception, employees generally have the right to return to the same or equivalent position with equivalent pay, benefits, and other terms. Under the VPFL, reinstatement may be denied if the employee performed unique services and hiring a permanent replacement during the leave, after giving reasonable notice to the employee of the intent to do so, was the only alternative available to ATA Services, Inc. to prevent substantial and grievous economic injury.

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

Employees requesting FMLA leave are entitled to receive written notice from ATA Services, Inc. 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) ATA Services, Inc.'s 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.

ATA Services, Inc. may retroactively designate leave as FMLA and/or VPFL leave with appropriate written notice to employees provided ATA Services, Inc.'s failure to designate leave as FMLA- or VPFL-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA and/or VPFL protection, ATA Services, Inc. and employee can mutually agree that leave be retroactively designated as FMLA and/or VPFL leave. **[Note: The FMLA regulations permit the retroactive designation of FMLA leave only if the employer's failure to timely designate the leave does not cause harm or injury to the employee. Moreover, the VPFL is silent as to whether an employer may retroactively designate leave as VPFL leave. As such, risk exists with respect to retroactive designation, and we caution employers against retroactively designating leave without a close analysis of the facts surrounding the reasons for**



failing to promptly designate the leave and the harm, if any, it may cause the employee.

III. Employee FMLA and/or VPFL Leave Obligations

A. Provide Notice of the Need for Leave

Employees who wish to take FMLA and/or VPFL leave must timely notify ATA Services, Inc. of their need for FMLA and/or VPFL leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

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

- A condition renders them unable to perform the functions of their job or that they are under the continuing care of a health care provider;
- They are pregnant or have been hospitalized overnight;
- A covered family member (including domestic partner, party to a civil union and parent-in-law under VPFL) is under the continuing care of a health care provider or a condition renders the family member unable to perform daily activities;
- 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 (FMLA only); or
- A family member is a covered servicemember with a serious injury or illness (FMLA only).

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 ATA Services, Inc.'s questions to determine if absences are potentially FMLA-qualifying.

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

2. Timing of Employee Notice

Employees must provide 30 days' advance notice of the need to take FMLA and/or VPFL 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 ATA Services, Inc. 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 and/or VPFL notice obligations, may have leave delayed or denied, to the extent permitted by applicable law.



With respect to short-term Family Leave, Employees must notify ATA Services, Inc. as early as possible, but in no event later than seven (7) days before leave is expected to be taken except in cases of emergency. Employees must also provide reasonable notice of any intent to extend leave.

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 ATA Services, Inc. and make a reasonable effort to schedule treatment so as not to unduly disrupt ATA Services, Inc.'s operations, subject to the approval of the employee's health care provider. The employee must consult with ATA Services, Inc. prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both ATA Services, Inc. and the employee, subject to the approval of the employee's health care providers. If the employee providing notice of the need to take leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, ATA Services, Inc. may require the employee 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, ATA Services, Inc. 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, subject to applicable law.

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

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

Depending on the nature of leave sought, employees may be required to submit medical certifications supporting their need for FMLA/VPFL-qualifying leave. As described below, there generally are three (3) types of medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide ATA Services, Inc. with timely, complete, and sufficient medical certifications. Whenever ATA Services, Inc. requests employees to provide medical certifications, employees must provide the requested certifications within 15 calendar days after ATA Services, Inc.'s request, unless it is not practicable to do so despite the employee's diligent, good faith efforts. ATA Services, Inc. will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven (7) calendar days to cure deficiencies. ATA Services, Inc. will deny leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.



With the employee's permission, subject to applicable law, ATA Services, Inc. (through individuals other than the employee's direct supervisor) may contact the health care provider to authenticate or clarify completed and sufficient medical certifications. If the employee chooses not to provide ATA Services, Inc. with authorization allowing it to clarify or authenticate the certification with the health care provider, ATA Services, Inc. may deny leave if the medical certification is unclear. **[Note: It is unclear whether an employer may seek authentication and clarification (with the employee's permission) regarding the medical certification of a family member. Moreover, the FMLA and VPFL do not specifically permit or prohibit an employer from contacting the family member's health care provider directly. Therefore, some risk exists under the FMLA and VPFL in contacting a family member's health care provider for purposes of authentication and clarification even if an employer obtains the employee's or family member's consent.]**

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

1. Initial Medical Certifications

Employees requesting leave because of their own, or a family member'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 member or servicemember. 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 ATA Services, Inc. has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at ATA Services, Inc.'s expense, subject to applicable law. If the opinions of the initial and second health care providers differ, ATA Services, Inc. may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by ATA Services, Inc. and the employee.

2. Medical Recertifications

Depending on the circumstances and duration of FMLA leave, subject to applicable law, ATA Services, Inc. may require employees to provide recertification of medical conditions giving rise to the need for leave. ATA Services, Inc. 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, where permitted by law, the employees returning to work from leave that was taken because of their own serious health conditions that made the employees unable to perform their job must provide ATA Services, Inc. medical certification confirming the employee is able to return to work and the employee's ability to perform the essential functions of the employee's position, with or without reasonable accommodation. ATA Services, Inc. may delay and/or deny job restoration until the employee provides a return to work/fitness for duty certification, subject to applicable law.



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, ATA Services, Inc. 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, ATA Services, Inc. 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, ATA Services, Inc. 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 and VPFL Leave

Under the FMLA, employees must use any accrued paid time while taking unpaid FMLA leave. Under the VPFL, employees may elect to use up to six (6) weeks of accrued paid time off. The substitution of paid time for unpaid FMLA and/or VPFL leave time does not extend the length of FMLA and/or VPFL leaves and the paid time will run concurrently with the employee's FMLA and/or VPFL entitlement.

During the leave, employees may be eligible for compensation, such as temporary disability benefits, or workers' compensation benefits. Any compensation or leave taken in connection with any other policy/plan shall run concurrently with any FMLA/VPFL leave entitlement. Upon written request, ATA Services, Inc. will allow employees to use accrued paid time to supplement any paid disability benefits.

Upon request, ATA Services, Inc. will allow employees to use accrued paid time to supplement any paid disability benefits and workers' compensation benefits.

F. Pay Employee's Share of Health Insurance Premiums

During FMLA/VPFL leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless ATA Services, Inc. notifies employees of other arrangements, whenever employees are receiving pay from ATA Services, Inc. during leave, ATA Services, Inc. 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 leave is unpaid, employees must pay their portion of the group health premium through a method determined by ATA Services, Inc. upon leave.

IV. Coordination of FMLA/VPFL Leave with Other Leave Policies

The FMLA and VPFL do not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. However, whenever permissible by law,



ATA Services, Inc. will run FMLA leave concurrently with VPFL and any other leave provided under state or local law. For additional information concerning leave entitlements and obligations that might arise when FMLA/VPFL leave is either not available or exhausted, employees should consult ATA Services, Inc.'s other leave policies in this handbook or contact COO.

V. Questions and/or Complaints about FMLA/VPFL Leave

If employees have questions regarding this FMLA/VPFL policy, please contact COO. ATA Services, Inc. is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA/VPFL.

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 rights have been violated, they should contact COO immediately. ATA Services, Inc. will investigate any complaints and take prompt and appropriate remedial action to address and/or remedy any violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

12-5. School Attendance Leave

ATA Services, Inc. will grant employees who are parents or guardians of school-age children up to four (4) hours of unpaid leave during any 30-day period and up to 24 hours of unpaid leave in a 12-month period to:

- participate in activities at their children's school directly related to academic educational advancement;
- attend to or accompany the employee's child to routine medical or dental appointments;
- accompany the employee's parent, spouse or parent-in-law to other appointments for professional services related to their care and well-being; and
- respond to a medical emergency involving the employee's child, parent, spouse or parent-in-law.

Leave must be taken in a minimum of two-(2)-hour segments. At least seven (7) days' advance notice is required and the employee is required to make a reasonable effort to schedule such appointments outside of regular work hours. Employees must first use accrued paid time off for this purpose.



General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with ATA Services, Inc. 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 ATA Services, Inc.'s 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 Handbook.

I have received and read a copy of ATA Services, Inc.'s Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of ATA Services, Inc. at any time.

I further understand that my employment is terminable at will, either by myself or ATA Services, Inc., 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 ATA Services, Inc. other than COO 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 ATA Services, Inc.'s 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 ATA Services, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by ATA Services, Inc.

The purpose of this policy is not to regulate our employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on ATA Services, Inc. premises, while on ATA Services, Inc. business (whether or not on ATA Services, Inc. premises) or while representing ATA Services, Inc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis



- for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails, text messages or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to COO. If the employee is unable for any reason to contact this person, or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact any member of management. 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 the reporting hierarchy.

Investigation Procedures

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. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, ATA Services, Inc. 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 the employee has been subjected to any such retaliation, the employee 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 termination.



I have read and I understand ATA Services, Inc.'s 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.



Colorado: Comps Order Acknowledgment Form

I acknowledge that I have received the Colorado Overtime and Minimum Pay Standards Order ("COMPS Order") #38 poster.

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.



Vermont: Receipt Of Non-Harassment Policy

It is ATA Services, Inc.'s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers or employees by another employee, supervisor, vendor, customer or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information or any other characteristic protected by applicable federal, state or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by ATA Services, Inc.

The purpose of this policy is not to regulate employees' personal morality, but to ensure that no one harasses another individual in the workplace, including while on ATA Services, Inc. premises, while on ATA Services, Inc. business (whether or not on ATA Services, Inc. premises) or while representing ATA Services, Inc. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual or physical conduct that denigrates or shows hostility or aversion toward an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts or e-mails) or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual or physical conduct of a sexual nature when:

- submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- submission to or rejection of the conduct or advances or requests by an individual is used as the basis



- for employment decisions affecting the individual; or
- the conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Examples of conduct that violate this policy include:

1. unwelcome flirtations, leering, whistling, touching, pinching, assault, blocking normal movement;
2. requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. obscene or vulgar gestures, posters or comments;
4. sexual jokes or comments about a person's body, sexual prowess or sexual deficiencies;
5. propositions, or suggestive or insulting comments of a sexual nature;
6. derogatory cartoons, posters and drawings;
7. sexually-explicit e-mails or voicemails;
8. uninvited touching of a sexual nature;
9. unwelcome sexually-related comments;
10. conversation about one's own or someone else's sex life;
11. conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
12. teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If employees have been subjected to or witnessed conduct which violates this policy, they should immediately report the matter to COO. (Phone numbers and addresses are available through ATA Services, Inc. directory.) If they are unable for any reason to contact this person, or if they have not received an initial response within five (5) business days after reporting any incident of what they perceive to be harassment, they should contact HR Director. (Phone numbers and addresses are available through ATA Services, Inc. directory.) 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 the reporting hierarchy.

Investigation Procedures

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. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, ATA Services, Inc. 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 employees feel they have been subjected to any such retaliation, they should report it in the same manner in which they 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 termination.



While employees are encouraged to report claims internally, if they believe they have been subjected to sexual harassment or other harassment in violation of state law, they may file a formal complaint with the government agency or agencies set forth below. Using ATA Services, Inc.'s complaint process does not prohibit the employee from filing a complaint with these agencies.

Vermont Attorney General's Office Civil Rights Unit, 109 State Street Montpelier, VT 05609 (802) 828-3171 (voice/TDD). The United States Equal Employment Opportunity Commission (EEOC) JFK Federal Building, Room 475 Boston, Massachusetts 02203 (617) 565-3200 (voice).

I have read and I understand ATA Services, Inc.'s 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.