

NE0001
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**PERSONNEL POLICIES &
BENEFITS HANDBOOK**

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INTRODUCTION

The purpose of this Personnel Policies & Benefits Handbook is to give you some general guidelines about the policies and procedures of National Exterminating Company, Inc. (hereinafter “National Exterminating” or the “Company”). However, this handbook is not intended to form a contract of employment, so it should not be construed in that fashion. Consequently, the policies and procedures discussed in this handbook may be modified by the Company at any time with or without notice. Also, benefits, to the extent allowed by law, may be revoked or modified at the sole discretion of the Company at any time without prior notice. Unless an employee has a written contract signed by the President of the Company guaranteeing employment for a specific period, all employees are employed at will. This means an employee may resign at any time, with reasonable notice. Likewise, the Company has the right to terminate your employment at any time, for any reason not prohibited by law, with or without cause. No supervisor has the authority to change an employee’s status as an at-will employee or to contradict anything in this handbook.

NON-DISCRIMINATION

Equal Opportunity Employer

National Exterminating is committed to being an equal opportunity employer. The Company does not discriminate against individuals in employment on the basis of race, sex, pregnancy, religion, color, national origin, age, military or veteran status, disability, genetic information, or protected activity, nor does it tolerate any form of harassment in the workplace against individuals on the basis of their race, sex, pregnancy, religion, color, national origin, age, military or veteran status, disability, genetic information, or protected activity. Protected activities include, for example, making a complaint of discrimination or harassment proscribed by this policy. This prohibition of discrimination and harassment applies to all terms and conditions of employment from the hiring stage through the cessation of employment.

National Exterminating requires all its employees as a condition of employment to act in accordance with this policy of non-discrimination, non-harassment and equal opportunity for all individuals regardless of their race, sex, pregnancy, religion, color, national origin, age, military or veteran status, disability, genetic information, or protected activity. Please see the Complaint Procedure for the procedures for handling or reporting violations of this policy.

Harassment

Harassment, in violation of this policy, can take many forms and this conduct will not be tolerated by the Company. Harassment, in violation of this policy, includes conduct or behavior that is insulting or derogatory to an individual based on race, sex, pregnancy, religion, color, national origin, age, disability, genetic information, military or veteran status, or protected activity.

Harassment, in violation of this policy, can include for example, racial ethnic, sexual or religious insults or jokes, unwelcomed comments, conduct or stereotyping based on one of the above delineated protected classifications. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Any unwelcome behavior constitutes harassment, in violation of this policy, when: (1) submission to such conduct is made a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile or offensive working environment. Please see the Complaint Procedure for the procedures for handling or reporting violation of this policy.

Disabled Applicants and/or Employees

National Exterminating prohibits discrimination against applicants and/or employees with disabilities as defined in the Americans With Disabilities Act, the Virginians with Disabilities Act, as amended, the Virginians with Disabilities Act, and the Virginia Human Rights Act. National Exterminating is committed to providing reasonable accommodations to qualified individuals with disabilities; i.e., individuals who are qualified to perform the essential functions of the position.

Any individual in need of an accommodation should contact his or her supervisor with the request. Requests for reasonable accommodations will be reviewed and considered with the employee or applicant requesting such accommodations to determine what, if any, reasonable accommodation is available.

Although an employee or applicant's specific request will be considered, National Exterminating reserves the right to determine ultimately whether an accommodation can be provided and the accommodation to be provided.

Please see the Complaint Procedure for the procedures for handling or reporting violation of this policy.

Complaint Procedure

If anyone believes that he or she has been a victim of, or a witness to, any type of discrimination or unlawful harassment, during the course of employment, he or she must promptly notify his or her immediate supervisor or, if such reporting is inappropriate, he or she must report it to an appropriate manager or other designated representative. Once reported, the supervisor or appropriate manager will then contact the General Manager. Any involved employee may also personally contact the General Manager to report a complaint.

A National Exterminating representative or authorized agent, will then investigate the complaint. National Exterminating retains the discretion to determine the method and means of the investigation, but in most cases, the investigation will involve meeting with the alleged victim, the alleged wrongdoer and relevant witnesses. Although National Exterminating must necessarily investigate the complaint and cannot assure complete confidentiality, National Exterminating will maintain the confidentiality of the complaint to the extent possible. Once the investigation is complete, National Exterminating will take any warranted remedial action National Exterminating deems necessary to end the discrimination or harassment or to prevent an offense from being repeated.

Employees may be confident that National Exterminating will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination or harassment, assists in making such a complaint or cooperates in an investigation of such complaint.

GENERAL EMPLOYMENT

Employment Documentation

Upon employment, all employees must complete and provide appropriate documentation for the following:

- (1) Federal Form I-9, Employment Eligibility Verification Form.
- (2) Federal and state tax withholding forms.

Employees are responsible for promptly notifying the Company of any changes in name, address, telephone number, number of tax deductions or exemptions.

Classification of Employees

It is the policy of National Exterminating to categorize the status of employees in order to make distinctions in benefits among employees, and to aid in a better understanding of employment relationships with National Exterminating.

Part-Time Employee

An employee who regularly works less than 40 hours per work week.

Full-Time Employee

An employee who regularly works 40 or more hours per work week.

Performance Evaluation

It is the policy of National Exterminating to review and evaluate each employee's work performance and related capabilities after the first 90 days of employment and subsequently on an annual basis. This policy provides the opportunity for each employee to meet privately with his or her supervisor to review the evaluation, to receive guidance and constructive criticism and to discuss mutual work-related problems. This Performance Evaluation may provide the basis for wage or salary increases on competence and merit.

Personnel File and Medical Records

Personnel files are property belonging to National Exterminating; therefore, making copies of file materials is not permitted, except that an employee may obtain copies of his or medical records. Employees are required to provide information to the General Manager in order to keep personnel files current for changes in addresses and telephone numbers.

All medically related material on an employee is placed and maintained in a separate file from the regular personnel file. These files are secured, and only certain designated individuals have access to the file.

Driver's License & Driving Record

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license and a driving record acceptable to our insurer. You will be asked to submit a copy of your driving record to National Exterminating from time to time. Any changes in your driving record must be reported to National Exterminating immediately. Failure to do so may result in disciplinary action, including possible dismissal.

Notice Postings

From time to time, notices containing important information will be posted on bulletin boards near the restrooms and department work areas.

Company Vehicles

A Company vehicle may be assigned to you for the purpose of conducting Company business. You are not to permit a non-employee or a member of your family to operate the vehicle. The vehicle must be operated only for company use and in a lawful manner at all times. Company vehicles may be equipped from time to time with GPS devices allowing the Company to track the location of the vehicles. Employees who drive company vehicles home are responsible for a \$25.00 per week personal use charge.

As the driver of an assigned vehicle, it is your responsibility to make certain the vehicle is properly maintained, that the vehicle is properly locked and secured, and that you operate it in a safe and professional manner. You and your passengers **must** use seat belts.

You must have a valid driver's license to operate a Company vehicle. Employees whose work requires operation of a motor vehicle may be asked to sign a Request for National Driver Register File Check on Current or Prospective Employee or other equivalent authorization form, for the Company to check your driving history from time to time. Failure to do so upon request may result in disciplinary action, including possible dismissal.

You must notify your supervisor if your driver's license is suspended or if you incur a citation for any moving violation, whether in a Company or personal vehicle. Any falsified or omitted information concerning your driving record may lead to disciplinary action up to and including termination. Receipt of a moving citation and/or a conviction of a moving violation either in a company vehicle, or a personal vehicle while on Company business, may be grounds for immediate termination based on the severity of the infraction as determined in the sole discretion of the Company. Smoking is not permitted in company vehicles.

Searches

National Exterminating maintains the right to carry out reasonable searches of employee's personal effects, work areas, desks, packages, and vehicles while on National Exterminating's property or on the premises of job sites of National Exterminating and National Exterminating's vehicles at any time and place. An employee's consent to such searches is required as a condition of becoming and remaining an employee of National Exterminating. Refusal to permit a search by management may result in termination.

Employee Parking

Parking will be assigned for personal vehicles of employees. National Exterminating is not responsible or liable for any employee vehicle. National Exterminating vehicles and personal vehicles are to be locked at all times.

Personal Telephones Calls

National Exterminating has a limited number of telephone lines for business, therefore, it is requested that personal calls be kept to a bare minimum. Please keep in mind that if you are tying up lines, our customers cannot get through.

Computers and Electronic Communications

All computers, electronic, and telephonic communication systems, including e-mail, voice mail, and Internet access, and all communications and information transmitted by, received from, or stored in these systems (collectively referred to as “Electronic Communications”) are the property of National Exterminating. All Electronic Communications are to be used solely for business purposes and any unauthorized use of Electronic Communications for private purposes is prohibited. National Exterminating's policy regarding Electronic Communications is maintained in order to protect National Exterminating's proprietary information, trade secrets, and other National Exterminating protected property, to promote efficiency, to prevent and/or investigate possible wrongdoing, and to assure that the Electronic Communications are not being used in violation of any National Exterminating's policy.

National Exterminating prohibits the use of Electronic Communications to send, receive, display, store, or transmit sexually explicit images, messages, or cartoons, ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on his or her race, national origin, sex, pregnancy, age, disability, veteran, military status, marital status, or religious or political beliefs.

Employees are not permitted to use any code or password, access any file, or retrieve any stored communication unless authorized to do so. Any passwords or pass codes necessary to access Electronic Communications are the property of National Exterminating. No employee may use any password or pass code that has not been issued to them by National Exterminating or that is not known to National Exterminating. Passwords or pass codes do not confer any right of privacy upon an employee.

To ensure that the use of electronic and telephonic communication systems and business equipment is consistent with National Exterminating's legitimate business interest, authorized representatives of National Exterminating may monitor the use of such equipment and communications at National Exterminating's discretion. This may include retrieval, review, copying, and disclosure of any Electronic Communications. Employees have no reasonable expectation of privacy in Electronic Communications and an employee's use of National Exterminating's Electronic Communications constitutes his or her consent to National Exterminating's monitoring, access, retrieval, review, copying, use and disclosure of any Electronic Communications.

Nondisclosure of Confidential Information

During the course of employment with National Exterminating, employees will be exposed to, and may be provided, confidential and proprietary information concerning the operation of National Exterminating. Confidential and proprietary information (hereinafter “Confidential Information”) is information that is not publicly available and that provides, or could provide, a competitor an unfair advantage. Confidential Information includes all business and technical information and data; customer lists; identities of targeted potential customers; operating methods; cost, pricing, and financial data and information; bid prices, contract amounts, and prices paid for materials; contents of contracts with customers and suppliers; patents, trademarks, and copyrights; trade secrets; and all other secret or confidential information of National Exterminating. Although the Confidential Information received by an employee may not specifically indicate its confidential and proprietary nature, where doubt exists as to the confidential nature of the information, employees should assume that it is Confidential Information.

Employees are required as a condition of continued employment to maintain the confidentiality of National Exterminating's Confidential Information. All employees shall, during his or her employment and thereafter, hold in strictest confidence and not disclose Confidential

Information to any person, corporation, or other entity. Employees may not use any Confidential Information for his or her benefit or to the detriment of National Exterminating during his or her employment or thereafter. Any infringement, theft, misappropriation, or other copying or taking of Confidential Information without the permission of National Exterminating is prohibited. To protect the interests of National Exterminating after termination of employment or at any other time, National Exterminating may request that employees return to National Exterminating all documents and records relating to any Confidential Information or the business of National Exterminating that the employee may then possess or have under his/her control.

Property Furnished to the Employee by National Exterminating

National Exterminating will furnish employees certain equipment and property appropriate for particular job classifications. Sales and non-exempt employees who are issued company phones will be charged a \$7.00 per week service fee. Sales and non-exempt employees who are supplied with a company uniform will be charged a \$9.00 per week maintenance fee. Sales and non-exempt employees who are supplied with a tablet will be charged \$8.00 per week service fee.

**These items must be returned to National Exterminating at the termination of your employment, whether voluntary or involuntary. If an employee fails to return an item or a returned item is damaged, the employee agrees to allow National Exterminating, to deduct cost associated with loss from the final pay period for terminated employees. If no pay is due to the terminated employee, the employee agrees to pay the replacement cost for such lost, damaged, or unreturned items in a timely manner no more than 90 days from termination.*

News Media

If any member of the press contacts you regarding National Exterminating business or any incident that occurred on National Exterminating property, politely refer them to the General Manager.

Open Door Policy and Procedures

National Exterminating encourages employees to bring their questions, suggestions, and complaints to the Company's attention. We will consider carefully each of these in our continuing effort to improve the operations of National Exterminating. If an employee feels he or she has a problem, the employee should present the situation to his or her supervisor so that the problem can be settled by examination and discussion of the facts. National Exterminating hopes that employees will be able to satisfactorily resolve most matters through discussion with their supervisor.

If an employee finds he or she still has questions after meeting with his or her supervisor or if he or she would like further clarification on the matter, the employee may request a meeting with the next level of management, or if the employee does not desire to discuss the matter with that level of management, contact the General Manager. He or she will review the issues and meet with the employee to discuss possible solutions.

Sales Book / Commissions

Employees will receive a copy of their closed commission report or sales book sheet by the 10th of each month. If an employee has questions or concerns regarding the information included or excluded from the report, the employee should make notes on his or her copy and provide it to the Pest Control Manager, who will check any discrepancies.

Customer service agreements, and/or contracts are confidential proprietary information belonging to National Exterminating. Therefore, employees may not make copies of customer services or contracts without the written approval of the General Manager. Making copies without permission may result in disciplinary / legal action against the employee up to and including termination.

Certifications

Any employee desiring to receive certification as a Registered Technician or Commercial Pesticide Applicator by the U.S. Department of Agriculture while employed by National Exterminating must receive written authorization from the General Manager to apply for and take the licensing exam for certifications. National Exterminating will pay for the first attempt of certification. Additional attempts will be at the expense of the employee.

PERSONAL APPEARANCE STANDARDS

All employees are expected to dress appropriately for their particular job. National Exterminating will provide uniforms containing the Company name and logo to all employees except those employees working in the office. Uniforms issued to employees must be worn at all times while working. Upon termination of employment, the employee is required to return all uniforms to the Company. Sales and non-exempt employees who are issued uniforms will be charged a \$9.00 per week maintenance fee.

Office employees must dress in a professional manner during working hours. Examples of acceptable business casual attire are: Khakis, polo shirts, pant suits and jeans. Examples of unacceptable attire are bare-shoulder sundresses, mini-skirts, tank tops, revealing tops and sweat pants.

EMPLOYEE CONDUCT AND DISCIPLINE

Methods and Means of Discipline

As previously noted, employment with National Exterminating is at-will, meaning that an employee has the right to terminate his or her own employment just as the Company reserves the right to terminate an employee's employment for any reason allowed under the law, with or without cause. National Exterminating, however, desires to maintain a workplace that is conducive to good relationships and excellent performance of work; and therefore, the Company generally observes four (4) means of disciplining employees:

1. Oral warning;
2. Written warning;
3. Suspension;
4. Discharge,

The nature, severity and facts surrounding each offense will determine which step or steps shall be taken. The four (4) means of discipline listed above do not, and are not intended to, constitute any type of required progression in discipline. For example, an employee may be terminated although no other disciplinary action had been taken previously with respect to that employee.

Types of Inappropriate Behavior

The Company expects its employees to behave civilly, courteously and professionally in all aspects of employment and to interact with one another and with customers in a courteous and congenial manner. Employees are reminded that their behavior reflects directly on the reputation of National Exterminating with its customers and the community at large. The following list describes behavior and actions that are not tolerated by the Company and can result in the disciplinary actions described above being taken against an employee. This list is not meant to be an exhaustive list, but rather is illustrative of unacceptable behavior.

- Abuse of co-workers or customers, including both verbal or physical abuse;
- Consuming, being under the influence, or possessing unauthorized or illegal narcotics or drugs while on the job;
- Consuming, being under the influence, or possessing alcohol or consuming alcoholic beverages while on the job;
- Theft of Company, customer or fellow employee property;
- Fighting, or disorderly or immoral conduct on the job;
- Sleeping on the job;
- Intentional abuse of, or damage to, Company property;
- Carrying dangerous or concealed weapons while on duty or on Company property without proper licensing or permits;
- Insubordination;
- Clocking in or off duty for another employee;
- Improper use of equipment;

- Failure to report immediately any accident or injury on the job;
- Smoking on the job;
- Leaving the job without permission;
- Unauthorized absences from work;
- Violation of safety rules;
- Violation of established dress code;
- Failure to perform duties to the satisfaction of National Exterminating;
- The use of profanity or abusive language;
- Falsifying or altering any Company record or report such as an application for employment, time cards, production report, expense account, absentee report or otherwise giving false information to Company;
- Cash discrepancies and/or shortages;
- Engaging in conduct on or off the job that affects the employee's effectiveness, performance, or ability to fully carry out the responsibilities of employment;
- Engaging in discrimination or harassment against anyone, including co-employees or customers of National Exterminating, on the basis of race, sex, pregnancy, religion, color, national origin, age, military or veteran status, disability, genetic information, or protected activity;
- Retaliating against any employee who has made or participated in good faith in making a claim of discrimination or harassment on the basis of race, sex, pregnancy, religion, color, national origin, age, military or veteran status, disability, genetic information, or protected activity;
- Failure to abide by any Company policies.

COMPENSATION AND SCHEDULING

Hours of Work

The normal work day consists of 8 hours per day and 40 hours per week with one-hour unpaid lunch break.

Daily and weekly work schedules may be changed from time to time at the discretion of National Exterminating to meet the varying conditions of each job. Changes in work schedules will be announced as far in advance as practicable.

Office Hours/Work Week

National Exterminating maintains office hours Monday through Friday from 8:00 a.m. to 5:00 p.m., which are subject to change without prior notice. Service personnel generally work from 7:30am – 4:30pm. For compensation purposes, National Exterminating's work week is Sunday through Saturday.

Non-exempt employees who need to leave work early or come in late will be required to use at ½ day intervals their PTO (either 8-12 or 1-5) in order to receive compensation for the portion of the day not worked.

Recording Hours Worked and Time Records

By law, National Exterminating is obligated to keep accurate records of the time worked by "non-exempt" hourly employees. Time records or other recorded documentation allows us to meet this obligation.

Time records are the only way that National Exterminating knows how many hours an employee worked and how much to pay employees. Time records indicate when the employee arrived and when the employee departed. National Exterminating will provide each employee with a time card for recording the time when they leave the National Exterminating premises or job site for absences of 30 minutes or more including, for example, a doctor's or dentist's appointment.

Employees are responsible for properly accounting for his or her time. No one may record hours worked on another employee's time record. Tampering with another employee's time record is cause for disciplinary action, including possible dismissal of both employees. Altering another person's record or influencing anyone else to alter a time record is a violation of National Exterminating policy. In the event an employee discovers an error in recording time, he or she should report the matter to his or her supervisor immediately.

Work Schedule and Absences

If an employee finds that he or she will not be able to report to work on any scheduled day for any reason, the employee must notify National Exterminating as soon as practical by contacting their immediate supervisor or the General Manager so that a substitute may be obtained if needed. If an absence or tardiness is not previously excused, the employee may be required to provide proof of illness with a doctor's certificate or proof of emergency for failure to report. All requests for changes in one's work schedule must be for a valid reason, and must be submitted to National Exterminating for approval. These requests will be granted as conditions permit.

Requests for Time Off

All requests for time off must be requested in writing at least one week prior to the date requested and prior to the schedule being posted. This request should be made first through their immediate supervisor who will then submit for approval to the General Manager.

Inclement Weather

In the event of inclement weather, management may decide to delay opening or to close for the day or other specified period of time. If National Exterminating determines it is necessary to close for a period of time, non-exempt employees may use PTO in order to receive compensation for the time not worked.

Payday

Payday will be on Friday of each week. If payday lands on a holiday or weekend, National Exterminating may provide paychecks on the last working day before the holiday or weekend. Commissions for an earning period will be paid on the 15th of the following month or the first Friday thereafter

Deductions from Pay

In accordance with Federal and State law and pursuant to the tax form completed by each employee, National Exterminating will deduct from each employee's pay check federal

income tax, state income tax and social security (FICA) and Medicare. Each employee has an affirmative duty to report any changes in the federal or state tax status to National Exterminating and complete the necessary tax forms to reflect any change in, for example, marital status and number of exemptions. National Exterminating will not make any such changes unless it receives a written authorization from the employee to do so.

The employee, additionally, has the option of subscribing to other benefits as such are offered by National Exterminating through payroll deductions.

Overtime Pay for Non-Exempt Employees

All employees, except for those employees who qualify as exempt from the overtime provisions of the Fair Labor Standards Act (FLSA) or applicable state laws, are non-exempt employees and are entitled to overtime pay. Overtime pay will be calculated based on actual hours worked over forty (40) hours in a work week; therefore, paid time off such as vacation, sick leave, and holidays do not count as hours worked for the purpose of determining overtime pay eligibility. The current rate for overtime is time and one-half of an employee's regular rate of pay.

Non-exempt employees must record the number of regular and overtime hours that they work each week and certify that they have accounted for all hours worked during the week. Working overtime without recording time is strictly prohibited and will result in disciplinary action. Employees are not permitted to work overtime without prior express authorization of his or her supervisor or the General Manager. Working overtime without prior authorization is grounds for disciplinary action.

Exempt Employee Policy and Complaint Procedure

Employees classified by National Exterminating as exempt are ineligible for overtime pay, pursuant to the Fair Labor Standards Act, a federal law, as well as applicable state laws. Exempt employees are paid on a salary or fee basis, and perform job duties and responsibilities that meet one of the following classifications: professional, executive, administrative, outside sales, certain computer employees or highly compensated employees. Any exempt employee is expected to work during the standard office hours and are also expected to work a minimum of forty (40) hours per week. Exempt employees are expected to fulfill his or her responsibilities to the extent possible within the normal work week and normal work day. However, because of the nature of the responsibilities, it may be necessary and expected for an exempt employee to work beyond the normally scheduled hours to complete an assignment.

Being paid on a salary basis means that the exempt employee shall receive a predetermined amount of pay each pay day. The employee's weekly salary as predetermined is full compensation for all work necessary to perform and complete all duties regardless of the number of hours worked. This salary amount is not subject to deductions because of variations in the number of hours worked or the quality of the work performed, except for the following:

- Full day absences for personal reasons other than sickness or disability;
- Full day absences for sickness or disability in accord with our sick leave policy or worker's compensation law;
- Offsets of salary due in a particular week against amounts received for jury duty, attendance as a witness, or temporary military leave in that same week;
- Penalties for infractions of safety rules of major significance;
- Full day disciplinary suspensions for violation of written workplace conduct rules;
- Prorated payments in the initial or terminal weeks of employment;

- Deductions for qualified unpaid leave under the Family and Medical Leave Act.

If an exempt employee believes that an unauthorized deduction has been made from his or her pay for any pay period, the employee should notify the General Manager of the unauthorized deduction as soon as possible. Timely complaints are critical for timely corrections of any mistakes. The General Manager will then review the deduction, and determine if the deduction was in fact an unauthorized deduction. If the General Manager determines the deduction was not authorized under the FLSA, then National Exterminating will pay the employee for the unauthorized deducted amount no later than the next regularly scheduled pay day.

Termination of Employment

Employment with National Exterminating is at-will unless the employee has an employment contract signed by the President of National Exterminating. An employee is free to terminate his or her employment with reasonable notice. As a professional courtesy, all employees should give a two (2) week termination notice (10 working days). Unused vacation time may not be used as a notice period. When notice of resignation is given, the notice must be a working notice. In the event that an employee does not report to work and does not notify his or her supervisor of the absence for two (2) consecutive days, the employee is assumed to have voluntarily terminated his or her employment.

As previously noted, unless an employee has an employment contract signed by the President of National Exterminating, employment with National Exterminating is at-will, and, thus, National Exterminating reserves the right to terminate an employee's employment at any time with or without notice. Employees have no vested rights in unused vacation time or sick leave upon termination of employment. Any unused vacation time and/or sick leave will be forfeited upon termination of employment regardless of the cause of termination.

DRUG AND ALCOHOL ABUSE POLICY

Introduction

National Exterminating established this Drug and Alcohol Policy in order to maintain a workplace environment that is conducive to the safe and efficient performance of job duties and that promotes the health and well-being of all employees, customers and others having business with National Exterminating. This policy applies to ALL employees of National Exterminating.

National Exterminating is committed to a drug and alcohol-free workplace to ensure the quality of its services and its reputation in the community.

Policy Statement

The unlawful manufacture, use, possession, sale, purchase, dispensation, distribution, or being under the influence of controlled substances, illegal or unauthorized drugs, or alcohol while on National Exterminating property including parking lots, in National Exterminating vehicles, on the premises of customers of National Exterminating, at the site for performance for any work for National Exterminating, or while on National Exterminating time off premises is strictly prohibited and may result in immediate termination.

Definitions

For the purpose of this Policy, the specified terms are defined as follows:

"Adulterant" means any chemical additive or foreign substance that blocks or is intended to block marijuana, cocaine, and other drugs from being detected in a urine drug screening.

"Alcohol" means ethyl alcohol as ethanol, and includes any substance containing alcohol that is for consumption.

"Company property," includes all property, facilities, offices, buildings, structures, fixtures, trailers, equipment, automobiles, trucks, all other vehicles, and parking areas, whether owned, leased, used or under the control of National Exterminating. This may also include other work locations, or to and from such locations while in the course and scope of National Exterminating employment.

"Conditional Employee" means any individual who has been offered a position of employment with National Exterminating conditioned upon successful completion of a urine drug or alcohol test.

"Drug or alcohol test" means and includes urine drug tests, blood tests, urine alcohol tests, blood alcohol tests, and breathalyzer alcohol tests.

"Drug Related Paraphernalia" means any unauthorized material, equipment, or item used or designed for use in testing, packaging, storing, selling, weighing, injecting, ingesting, inhaling, or otherwise used in introducing into the human body illegal or unauthorized drugs.

"Employee" means any individual who is hired or performs work for National Exterminating.

"Illegal Drug" means any drug that is not legally obtainable or that is legally obtainable, but has not been legally obtained. This term includes prescription drugs for which the employee has no prescription.

"Legal Drug" includes any prescribed drug or over-the-counter drug that has been legally obtained and is being used for the purposes for which it was prescribed or manufactured.

"Refusal to Test" means failure to appear for any test within a reasonable time, failure to remain at the testing site until the testing procedure is complete, failure to permit observation or monitoring when required, failure to take a second test if directed to do so and failure to undergo a medical examination if required.

"Refuse to Submit" means failure to provide adequate breath for testing without a valid medical explanation after receiving notice of a requirement for such a breath test, failure to provide adequate urine for testing without a valid medical explanation after receiving notice of the requirement of taking such a test or otherwise refusing or engaging in conduct that clearly obstructs the testing process.

"Unauthorized Drug" is any drug other than alcohol that may be legally obtainable but for which the employee has no legal prescription, or that the employee is using in a manner other than as prescribed by the employee's physician. This term includes prescribed drugs illegally obtained, prescribed drugs not being used in accordance with the prescription, and over-the-counter drugs not being used according to the manufacturer's directions.

"Under the Influence" means that the employee is affected by any illegal or unauthorized drug or alcohol, or the combination of these, in any detectable manner. A determination of such influence can be established by professional opinion, a scientifically valid examination or, in some cases, by a layperson's opinion. For the purposes of this policy, a person with an alcohol blood level of 0.04 is deemed under the influence and in violation of this policy.

Discipline

Employees who violate any of the provisions of this policy are subject to termination. However, at the sole discretion of National Exterminating, the employee may be offered an opportunity to participate in and successfully complete a substance abuse counseling program approved by National Exterminating. The cost, however, of such a counseling program shall be covered by the employee and/or the employee's health insurance, and will not be borne by National Exterminating. Employees under these circumstances, who refuse to participate in a substance abuse counseling program, fail to successfully complete it, or who violate this Policy again after participating in an approved substance abuse counseling program will be terminated.

Drug and Alcohol Screening Program

Testing of Employees

For Cause/Reasonable Suspicion and Post Accident

If management of National Exterminating determines that reasonable suspicion exists to suspect that an employee may be under the influence of drugs or alcohol, it may require that employee to submit to a drug or alcohol test. Reasonable suspicion is a belief based on objective facts sufficient to lead a prudent supervisor or manager, who has been trained previously in detecting drug and alcohol use, to suspect that the employee, or other person, is using a prohibited drug, alcohol, or substance. The facts that lead to the reasonable suspicion must be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odor of the employee. Reasonable suspicion includes (a) inappropriate behavior or performance problems on the job, (b) any accident at or on Company property as property is defined in this policy or while in pursuit of National Exterminating business, (c) any National Exterminating vehicle accident, (d) observable indications of substance use, or (e) actual observance of the individual taking drugs or alcohol. Such conduct must be witnessed by at least two trained supervisors or other trained National Exterminating officials if feasible. If not feasible, then only one such witness will be sufficient.

Cooperation in Testing

Any employee who refuses to be tested or who attempts to alter or tamper with a sample, tests positive for an adulterant, or any other part of the testing process will be subject to disciplinary action up to and including termination.

Return to Duty or Post-Rehabilitation Treatment Program

Drug and alcohol abuse testing may be required of all employees as a condition of reinstatement after completing a National Exterminating endorsed drug and alcohol treatment or counseling program.

Testing Procedures

All substance abuse testing will be performed by a certified laboratory or other licensed health care provider chosen by National Exterminating. Additionally, National Exterminating will test for the use of adulterants. All positive results for the use of adulterants will be considered positive results for illegal drugs. All positive results will be subject to confirmation testing. All testing will be performed with concern for each person's personal privacy, dignity and confidentiality. The results of any testing will be considered a confidential record disseminated strictly on a need to know basis or as may be legally required including the use of the results by National Exterminating in any proceeding involving the employee before any administrative

agency, court or other trier of fact in which the taking and results of such testing becomes an issue, defense or is otherwise relevant to action.

The test shall be administered so as to preserve and protect the integrity of the test sample whether blood or urine and it will be properly handled so as to account for its transfer from one individual to the other in the process of taking it to be examined. Persons who have been offered employment contingent upon a drug test and employees requested or required to submit to a drug test shall be asked to sign a consent form authorizing a test and permitting release of test results to National Exterminating before a urinalysis or blood test for drug and alcohol screening is administered. If an employee refuses to consent to a test when testing is a condition of employment, when testing is a condition of disciplinary or other personnel action or when there is a reasonable suspicion of drug or alcohol use, the employee is subject to disciplinary action up to and including dismissal. In cases of reasonable suspicion, refusal to consent to a test shall be used as supporting evidence for disciplinary determinations.

BENEFITS

Employees Eligible For Benefits

An employee must work at least 40 hours per week to be considered full-time. Only full-time employees who have been employed continuously for 90 days and management employees are eligible for benefits. Specific benefit programs are explained in detail below.

***An employee is NOT entitled to the accrual of any employment benefits, including holiday, vacation or sick leave during an absence while taking family and medical leave, short term disability leave, military leave extending more than two weeks, leave of absence or is out on worker's compensation.**

Paid Time Off ("PTO")

Effective January 1, 2018, upon completion of six (6) months of continuous employment with National Exterminating, full-time employees will be entitled to paid combined vacation, sick and personal leave hereafter referred to as "PTO" by National Exterminating based on years of service as follows:

- After the completion of six (6) months of continuous service, the employee will be entitled to five (5) days PTO effective January 1st of the following calendar year.
- After the completion of one (1) year, the employee will be entitled to a total of ten (10) days of PTO; and
- After the completion of five (5) years, the employee will be entitled to a total of fifteen (15) days of PTO; and
- After the completion of ten (10) years, the employee will be entitled to a total of twenty (20) days of PTO; and
- After the completion of fifteen (15) years, the employee will be entitled to a total of twenty-five (25) days of PTO; and
- After the completion of twenty (20) years, the employee will be entitled to a total of thirty (30) days of PTO.

All PTO will be effective, beginning January 1st of the calendar year following an employee's completion of specified continuous service and for every year thereafter, based on their years of service on that date.

**An employee will not be credited with an increased number of days (i.e., for completion of 5 years of service) until the January 1st following the employee's 1st, 5th, 10th, 15th, or 20th anniversary date.*

PTO must be used in ½ day increments. Unused PTO will not carry over from one calendar year to the next year. Any unused PTO remaining at the end of the calendar year will be unpaid without exception.

Employees have no vested rights to unused PTO upon termination of employment for any reason. Any unused PTO will be forfeited upon termination. Unused PTO may not be used as a notice period. For example, when notice of resignation is given, the notice must be a working notice.

Holidays

National Exterminating recognizes the following holidays for full-time employees, with a minimum of 6 months continuous employment. Exact days (or part days) for these holidays will be established each year by National Exterminating.

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Health Care Insurance

Health care insurance is available to all employees (and their dependents). Employees are responsible for paying a percentage of their single coverage. Family coverage is available at the employee's expense. For more information concerning this benefit, including the eligibility conditions and cost, please see the General Manager.

401(k) Profit Sharing Plan

National Exterminating sponsors a 401(k) Profit Sharing Plan for eligible employees. Details concerning eligibility for participation, and other terms and conditions of the Plan including entry dates, salary deferral elections and employer contributions are contained in the Summary Plan Description (SPD) and any Summary Material Modifications (SMM) which may be obtained from the President of National Exterminating, Inc.

Bereavement Policy

National Exterminating provides a "Bereavement Benefit" to all full-time employees who have been employed by National Exterminating for a minimum of six (6) months. Qualifying employees will be paid up to 3 days for time off due to a death in the "Immediate Family". The days must be used within a reasonable proximity of the date of death of the Immediate Family member. The Immediate Family is defined as your natural/adoptive parents, natural/adoptive grandparents, full/half brothers or sisters, children, including adoptive children, spouse, aunts, uncles, parents-in-law and brothers or sisters-in-law. Additional unpaid time off may also be granted at the discretion of National Exterminating.

WORKPLACE VIOLENCE POLICY

We believe that National Exterminating is a safe place to work, and we do not wish to unnecessarily alarm any employee. Violence, however, can take many forms: domestic situations which spill into the workplace, revenge by disgruntled ex-employees, fighting among employees, and other such circumstances which ultimately result in workplace violence. To ensure the safety of our employees, the following policy must be observed:

Any act of violence or threatened violence against Company employees, guests or management is strictly forbidden. Any act of harassment, intimidation, or threatening behavior should be immediately reported to any member of the management team. Such reports will immediately be elevated to senior management for swift action. Observance of other Company policies, such as our sign-in policy, our safety policy, and our workplace harassment policy will assist in ensuring the prevention of workplace violence.

SAFETY

National Exterminating is committed to maintaining a safe environment for all employees. It is the employee's responsibility to know and follow all safety policies and procedures. Without the cooperation of its employees, National Exterminating cannot maintain a truly safe environment.

Employees must wear appropriate shoes and clothing while on a job site. Sandals, flip flops or open-toed shoes of any kind are prohibited. Any employee who does not have the appropriate safety gear or who is dressed inappropriately will not be allowed to work that day and may be terminated.

All accidents that result in injury to persons or damage to property, however minor, must be reported to the General Manager immediately.

To the extent allowed by the laws of the Commonwealth of Virginia and the United States, the employee expressly assumes any and all risks and hazards associated with the use of equipment. Nothing contained herein shall be construed to adversely affect employee's entitlement to Workers Compensation benefits.

On the Job Injuries

Employees who experience and properly report injuries by accident or occupational disease, as defined by law, that arise out of and in the course of his or her employment ordinarily will be eligible for benefits under the Virginia Workers' Compensation Act, subject to the approval of the claim by the insurance company providing Workers' Compensation Insurance or the Virginia Workers' Compensation Commission.

An employee is protected under the Workers' Compensation Act in the event he or she suffers a qualifying physical injury as a result of any accident incurred while on duty.

***An employee must report to the General Manager, immediately, accidents or injuries of any nature incurred while on duty. Once an employee reports an accident, they will be required to fill out an accident report describing the date, time and all pertinent information of the accident in detail. Depending on the severity of the accident; drug and alcohol screening may be required. Pursuant to Virginia law, failure to report the accident within 30 days could result in a denial of payment of compensation or medical benefits, and possible termination.

FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act of 1993 (“FMLA”), as amended, employees who have been employed for at least one year, and for at least 1,250 hours during the preceding 12-month period and are employed at a work site where National Exterminating employs at least 50 or more employees within a 75-mile radius of that work site are eligible for Family and Medical Leave, Servicemember Family Leave and Qualifying Exigency Leave (collectively referred to as “FMLA Leave”). For employees not eligible for FMLA Leave, National Exterminating will review business considerations and the individual circumstances involved. Except for those employees designated as "Key Employees," employees on FMLA Leave will be returned to the same or to an equivalent position. FMLA Leave will consist of appropriate accrued paid leave and unpaid leave. An employee using FMLA Leave for any purpose must first exhaust all accrued vacation and sick leave and then the remainder of the FMLA Leave will consist of unpaid leave.

Definitions

The “**12-month Period**” is defined, for purposes of Family Leave, Medical Leave and Qualifying Exigency Leave, as a "rolling" 12-month period measured backward from the date an Employee uses any Family Leave, Medical Leave or Qualifying Exigency Leave. Leave used during the previous 12-month period reduces the balance available to the Employee for Family Leave, Medical Leave or Qualifying Exigency Leave.

A “**Single 12-month Period**,” for purposes of Servicemember Family Leave, begins on the first day the Employee takes leave to care for a Covered Servicemember and ends 12 months after that date. A “Single 12-month Period” applies only to Servicemember Family Leave and is distinguished from the 12-month Period defined above for other FMLA Leave.

“**Contingency Operation**” means a military operation that (A) is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, or hostilities against an enemy of the United States or against an opposing military force, or (B) results in the call or order to or retention on active duty of members of the uniformed services.

“**Covered Active Duty**” means (A) in the case of a member of the regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (B) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation in support of a contingency operation under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

“**Military Member**” means an Employee’s Spouse, Son, Daughter, or Parent who is on Covered Active Duty or call to Covered Active Duty status.

“**Covered Servicemember**” means (A) a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a Serious Injury or Illness; or (B) a covered Veteran who is undergoing medical treatment, recuperation, or therapy for a Serious Injury or.

“**Covered Veteran**” means a person who was a member of the Armed Forces, including a member of the National Guard or Reserves, and who was discharged or released therefrom under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA Leave to care for a Covered Veteran.

“Employee” as used in this FMLA Policy refers to an eligible employee who is one who has been employed at least one (1) year at the time of the request for FMLA Leave and has worked at least 1,250 hours during the previous twelve (12) months, and is employed at a worksite at which National Exterminating employs at least 50 employees within a 75-mile radius of that worksite.

A **“Family Leave”** is defined as one that is taken upon the birth of an Employee's child or upon placement with the Employee of a child for adoption or foster care or to care for a Spouse, Son, Daughter, or Parent who has a Serious Health Condition.

A **“Key Employee”** is a salaried exempt Employee who is among the highest paid 10% of all employees employed by National Exterminating.

A **“Medical Leave”** taken pursuant to this policy is for the Employee who is unable to perform one or more of the essential functions of his or her position due to a Serious Health Condition.

“Next of Kin” means a Covered Servicemember's nearest blood relative, other than the Covered Servicemember's Spouse, Son, Daughter, or Parent, or Parent.

“Outpatient Status” means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

“Parent” means a biological, adoptive, step or foster father or mother who stood in the place of a parent to an Employee when the Employee was a Son or Daughter as defined below. This term does not include parents-in-law.

“Qualifying Exigency” means any of the following:

(1) Short-notice deployment - Addressing issues that arise from the fact that a Military Member is notified of an impending call or order to Covered Active Duty seven or less calendar days prior to the date of deployment. Leave used for this purpose can be used for a period of seven days beginning on the date a Military Member is notified of an impending call or order to Covered Active Duty.

(2) Military events and related activities – Attendance of any official ceremony, program or event sponsored by the military that is related to the Covered Active Duty or call to Covered Active Duty status of a Military Member; or attendance of covered family support or assistance programs and informational briefings.

(3) Childcare and school activities – Arrangement for alternative childcare under certain circumstances; provision of childcare on an urgent, immediate need basis; enrollment in or transfer to a new school or daycare facility when necessary; or attendance of meetings with staff at a school or daycare facility when necessary.

(4) Financial and legal arrangements – Making or updating various financial or legal arrangements; or acting as the Military Member's representative before a federal, state or local agency in connection with military service benefits.

(5) Counseling – Attending counseling for the Employee, the Military Member or for a child as a result of the Covered Active Duty or call to Covered Active Duty status.

(6) Rest and recuperation – Spending time with a Military Member who is on short-term, temporary, rest-and-recuperation leave during the period of deployment. Leave for rest and recuperation is limited to a period of fifteen (15) calendar days beginning on the date the Covered Military Member commences each instance of rest and recuperation leave.

(7) Post-deployment activities – Attendance of arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the Military Member’s Covered Active Duty status. This also includes addressing issues that arise from the death of a Military Member while on Covered Active Duty status.

(8) Parental Care – For a Military Member’s parent who is incapable of self-care: Arrangement for alternative care; position of care on an urgent, immediate need basis, admittance or transfer to a care facility; and attendance at meetings with staff at a care facility.

(9) Additional activities – Addressing other events arising from the military duty provided that National Exterminating and the Employee agree that such event qualifies as an exigency and agree to the timing and duration of the leave.

“Qualifying Exigency Leave” is defined as leave taken because of a Qualifying Exigency arising out of the fact that the Employee’s Spouse, Son, Daughter, or Parent is on Covered Active Duty or has been notified of an impending call or order to Covered Active Duty in the Armed Forces.

A **“Serious Health Condition”** is an illness, injury, impairment or physical or mental condition that requires inpatient care, or "continuing treatment by a health care provider", or one that renders the Employee unable to perform his or her job functions.

A **“Serious Injury or Illness,”** for purposes of Servicemember Family Leave, means (A) in the case of a member of the Armed Forces, National Guard or Reserves, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s activity and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; or (B) in the case of a Veteran who was a member of the Armed Forces, National Guard, or Reserves, a qualifying (as defined by the regulations) injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty) and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a Veteran and that meets one of the criteria set forth in the regulations.

“Servicemember Family Leave” is defined as leave taken to care for a Spouse, Son, Daughter, Parent or Next of Kin who is a Covered Servicemember with a Serious Injury or Illness.

“Son” or “Daughter,” for purposes of FMLA Leave taken for birth or adoption, or to care for a family member with a Serious Health Condition, means a biological, adopted or foster child, a step child, a legal ward, or a child of a person standing *in loco parentis*, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability.” A person stands *in loco parentis* to a child where that person assumes the responsibility to provide either day-to-day care of the child or financial support to the child, regardless of whether a legal or biological relationship exists between that person and the child.

“Son” or “Daughter,” for purposes of Servicemember Family Leave or Qualifying Exigency Leave, means a biological, adopted or foster child, a step child, a legal ward, or a child for whom the Covered Servicemember stood *in loco parentis*, and who is of any age.

“Spouse” means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the Employee resides, including common law marriage in states where it is recognized.

Pay Status

FMLA Leave generally will be unpaid leave. However, inasmuch as National Exterminating requires its Employees to use accrued sick leave and vacation leave for FMLA Leave, a portion of the Leave may be paid. The remainder of the leave period after exhaustion of appropriate paid leave will be unpaid leave.

In the event the Employee is qualified to receive workers' compensation, then the period of time that the Employee is out of work and receiving workers' compensation benefits will also count against the Employee's FMLA Leave.

Reasons for Leave

All Employees who meet the applicable eligibility requirements may be granted leave, consisting of appropriate accrued paid leave and unpaid leave, for a period of twelve weeks during the 12-month Period for the following reasons:

1. the birth of the Employee's child and/or in order to care for the child;
 2. the placement of a child with the Employee for adoption or foster care;
 3. to care for a Spouse, Son, Daughter, or Parent who has a Serious Health Condition;
 4. a Serious Health Condition that renders the Employee incapable of performing the functions of his or her job; or
- any Qualifying Exigency arising out of the fact that the Spouse, Son, Daughter, or Parent of the Employee is on Covered Active Duty (or has been notified of an impending call or order to Covered Active Duty) in the Armed Forces.

The entitlement to leave for the birth or placement of a child for adoption or foster care will expire twelve months from the date of the birth or placement.

All Employees who meet the applicable eligibility requirements may be granted Servicemember Family Leave, consisting of appropriate accrued paid leave and unpaid leave, for a period of twenty-six (26) weeks during a Single 12-month Period to care for a Covered Servicemember with a Serious Injury or Illness. To be eligible for Servicemember Family Leave, the Employee must be the Spouse, Son, Daughter, Parent or Next of Kin of the Covered Servicemember. During the Single 12-month Period during which an eligible Employee takes Servicemember Family Leave, an eligible Employee shall be entitled to a combined total of twenty-six (26) weeks of FMLA Leave for any of the qualified reason listed above.

Married couples employed by National Exterminating are entitled to a combined total of twelve (12) weeks of Family Leave to care for a newborn, a child placed for adoption or foster care, or to care for the Employee's Parent with a Serious Health Condition. In the event either Employee needs Medical Leave due to their own Serious Health Condition or Family Leave due to the Serious Health Condition of their Spouse, Son or Daughter, only the hours used by that specific Employee for Family Leave as identified in (a) and (b) above will count against his or her FMLA Leave balance. Married couples are entitled to a combined total of twenty-six (26) weeks of FMLA Leave during a Single 12-month Period if the leave is Servicemember Family Leave or a combination of Servicemember Family Leave and Family Leave to care for a newborn, a child placed for adoption or foster care, or to care for the Employee's Parent with a Serious Health Condition.

Procedure for Requesting Leave

In all cases, an Employee requesting leave must complete an "Application for FMLA Leave" and return it to the General Manager or his designated representative. The completed application must state the reason for the leave, the duration of the leave, and the starting and

ending dates of the leave. An Employee intending to take FMLA Leave because of an expected birth or placement, because of a planned medical treatment, or because of the planned medical treatment for a Serious Injury or Illness of a Covered Servicemember must submit an application for leave at least thirty days before the leave is to begin. If an Employee fails to give such notice for foreseeable leave then National Exterminating reserves the right to deny such leave for thirty days after first receipt of notice. If leave is to begin within thirty days for unforeseeable leave, an Employee must give notice to his or her supervisor and to the General Manager as soon as the necessity for the leave arises. In any case in which the need for leave for any Qualifying Exigency is foreseeable, the Employee shall provide such notice to National Exterminating as is reasonable and practicable.

Notification to Employee

For each initial request for FMLA Leave in any twelve (12) month period in which the FMLA Leave is also taken, National Exterminating will provide the Employee written notice indicating whether the Employee is eligible for FMLA Leave and, if so, outlining the specific expectations and obligations of the Employee, including whether a medical certification is required, and further explaining any consequences of the Employee failing to meet his or her obligations. In addition, once National Exterminating has sufficient information to determine whether the requested leave qualifies as FMLA Leave, National Exterminating will provide the Employee with a written notice indicating whether the leave request has been granted and how much leave will be counted against the Employee's leave entitlement, if known, as well as indicating whether a fitness for duty exam will be required before restoration to employment.

Medical Certification for Family Leave or Medical Leave

An application for leave based on the Serious Health Condition of the Employee, or the Serious Health Condition of the Employee's Spouse, Son, Daughter, or Parent must also be accompanied by a "Medical Certification Statement" completed by the applicable health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition. If the Employee has a Serious Health Condition, the certification must state whether the Employee is unable to perform the functions of his or her job, or unable to perform work of any kind, or must be absent from work for treatment, and whether intermittent leave or work on a reduced leave basis is required. If the Employee is needed to care for a Spouse, Son, Daughter, or Parent, the certification must so state and also provide an estimate of the amount of time the Employee will be needed. The certification must also indicate whether the Employee is needed to provide for the basic medical or physical needs or rather for psychological comfort.

Medical Certification Statements are to be submitted to the General Manager or designated representative for review and final approval. When leave is foreseeable, and the Employee has provided thirty (30) days' notice, the medical certification should be provided before the leave begins. When this is not possible, the medical certification must be returned within fifteen (15) calendar days of the request from National Exterminating. When medical certification is necessary, National Exterminating generally will give notice of the need for the medical certification within five (5) business days of the request for leave.

National Exterminating reserves the right to request a second opinion and, if necessary, a third opinion, at National Exterminating's expense, should the validity of the initial medical certification be in question. Additionally, National Exterminating may request recertification not less than every thirty (30) days, or within any other minimum duration period designated by the health care provider, unless the Employee requests an extension of leave, the circumstances described on the previous certification have changed significantly, or National Exterminating receives information casting doubt on the stated reason for the absence. National Exterminating shall provide the Employee fifteen (15) calendar days to obtain the recertification,

and National Exterminating will bear the costs of the recertification. Recertification is not subject to second and third opinions.

Certification for Servicemember Family Leave and Qualifying Exigency Leave

An application for Servicemember Family Leave must be supported by a medical certification completed by an authorized health care provider of the Covered Servicemember. An application for Qualifying Exigency Leave must be supported by a certification containing pertinent information including, but not limited to, facts and documentation sufficient to support the need for leave, information concerning the timing and duration of leave, and appropriate contact information when necessary.

Intermittent Leave

Intermittent leave to care for a Spouse, Son, Daughter, or Parent, because of the Employee's own Serious Health Condition, or to care for a Covered Servicemember with a Serious Injury or Illness may be taken whenever medically necessary. Qualifying Exigency Leave may be taken on an intermittent or reduced schedule basis. Only the time actually taken as FMLA Leave may be charged against the Employee's leave balance. Thirty (30) days advance notice is required by the Employee, where practicable, if the leave is foreseeable.

If an employee requests intermittent leave or a reduced work schedule that is foreseeable based on planned medical treatment for the Employee's own Serious Health Condition, for a Serious Health Condition of a Spouse, Son, Daughter or Parent, or a Serious Injury or Illness of a Covered Servicemember with a Serious Injury or Illness, and the need is foreseeable based on planned medical treatment, National Exterminating may temporarily transfer the Employee to an available alternative position with equivalent pay and benefits if the position accommodates recurring periods of leave better than the Employee's regular job.

Benefits Coverage During Leave

During a period of FMLA Leave, an Employee will be retained on National Exterminating's health plan under the same conditions that applied before leave commenced. To continue health coverage, the Employee must continue to make any contributions that he or she made to the plan before taking leave. **Failure of the Employee to pay his or her share of the health insurance premium may result in loss of coverage.**

An Employee is not entitled to the accrual of any seniority or employment benefits based on performance that would have accrued if not for the taking of leave. An Employee who takes FMLA Leave will not lose any employment benefits that accrued before the date leave began.

Restoration To Employment Following Leave

An employee eligible for FMLA Leave - with exception of those Employees designated as "Key Employees" - will be restored to his or her old position or to a position with equivalent pay, benefits, and other terms and conditions of employment. National Exterminating cannot guarantee that an Employee will be returned to his or her original position. A determination as to whether a position is an "equivalent position" will be made by National Exterminating.

Failure to Return from Leave

Failure to return from FMLA Leave is grounds for termination, unless an extension is requested for a general leave of absence not covered by FMLA. If such leave is granted, such leave will no longer qualify as FMLA Leave, but will be general discretionary leave subject to such guidelines as determined by National Exterminating. The Employee will have to reimburse National Exterminating for any health insurance premiums paid by National Exterminating if the Employee is terminated for failing to return after FMLA Leave, unless Employee fails to return

because: (1) the continuation, recurrence, or onset of a Serious Health Condition that would entitle Employee to FMLA Leave; or (2) other circumstances beyond Employee's control.

Military Service

In the event that an employee provides service in the Uniformed Services of the United States which requires that he or she be absent from the workplace, National Exterminating will observe strictly the requirements of the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA), as amended, with respect to each affected employee's employment, employee benefits and reemployment following the completion of military service. It is National Exterminating's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in, or obligation to perform service for, any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or any other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

Definitions

"Uniformed Services" means the Armed Forces of the United States, the Army National Guard, and the Air National Guard when in engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the U.S. Public Health Service, an intermittent disaster-response appointee when the National Disaster Medical System (NDMS) is activated, or any other category of persons designated by the President in time of war or emergency.

"Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty training, inactive duty training, full-time National Guard duty and a period for which a person is absent from a position of employment for the purpose of examination to determine the fitness of the person to perform any such duty.

"Seniority" means longevity in employment together with any benefits of employment that accrue with, or are determined by, longevity in employment.

Reemployment Rights

Generally, only individuals discharged under honorable conditions who were regular employees are eligible for reemployment. Under USERRA, the individual is generally required to give advance notice of the leave, be on leave for no more than five years, and reapply for reemployment within specified time frames.

Procedures for Military Leave

1. The employee will provide his or her immediate supervisor with notice (either verbal or written) that the employee will be engaging in military service. Employees are requested to provide such notice as soon as they have knowledge of upcoming military service.

2. Employees on military leave may, *at his or her option*, use any or all accrued paid vacation or personal leave during his or her absence.

3. When the employee intends to return to work, he or she must make notification of reinstatement to the General Manager, or designated representative, within the application period set forth below.

4. If the employee does not return to work, the supervisor must notify the General Manager, or designated representative, so that appropriate action may be taken.

Application for Reemployment

An employee who has engaged in military service must, in order to be entitled to reemployment, submit an application for reinstatement (written or verbal) according to the following schedule:

1. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service)* - the employee must report for reinstatement at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours rest and after a time for safe transportation back to the employee's residence.

2. *If service is for 31 days or more but less than 180 days* - the employee must submit an application for reinstatement with the General Manager, or designated representative, no later than 14 days following the completion of service.

3. *If service is 181 days or over* - the employee must submit an application for reinstatement with the General Manager, or designated representative, no later than 90 days following the completion of service.

4. *If the employee is hospitalized or convalescing from a service-connected injury* - the employee must submit an application for reinstatement with the General Manager, or designated representative, no later than two years following completion of service.

Seniority-Based Benefits

Individuals who are reemployed are entitled to all seniority-based benefits that the employee had at the beginning of military leave, plus any additional benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed.

No seniority-Based Benefits

An individual returning from uniformed service is entitled to all benefits not based on seniority in the same manner as a similarly situated employee on a leave of absence or furlough would be able to accrue under other company policies. These policies are either those in effect at the time the individual left on uniformed service or those that were implemented while the employee was away.

Health Care

Under USERRA, employees on uniformed service leave who are enrolled in the healthcare plan have the right to elect continuation coverage similar to the rights under COBRA. Such right to continuation coverage will continue for a period of 24 months. Employees returning to work are entitled to reinstated health coverage as if they had never left.

Reemployment

Upon an employee's prompt application for reinstatement, National Exterminating will reinstate the employee in the following manner depending upon the employee's period of military service:

1. For a period of 1 to 90 days-

(A) in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, the duties of which the person is qualified to perform; or

(B) in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, only if the person is not qualified to perform the duties of the position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

2. 91 or more days-

(A) in the position of employment in which the person would have been employed if the continuous employment of such person with the employer had not been interrupted by such service, or a position of like seniority, status and pay, the duties of which the person is qualified to perform; or

(B) in the position of employment in which the person was employed on the date of the commencement of the service in the uniformed services, or a position of like seniority, status and pay, the duties of which the person is qualified to perform, only if the person is not qualified to perform the duties of a position referred to in subparagraph (A) after reasonable efforts by the employer to qualify the person.

3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by National Exterminating, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts by the Company; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

Exceptions to Reemployment

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. National Exterminating's circumstances have so changed as to make reemployment impossible or unreasonable.
2. The employee's employment prior to the military service was for a non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.
3. The employee did not receive an honorable discharge from military service.

Documentation

An employee's manager will, upon the employee's reinstatement, request that the employee provide National Exterminating with military discharge documentation (DD214) that establishes the length and character of the employee's military service.

Discharge

A person who is reemployed pursuant to USERRA cannot be discharged except "for cause" pursuant to the following schedule:

1. Within 1 year, if the person's service was more than 180 days.
2. Within 6 months, if the person's period of service was more than 30 days, but less than 181 days.
3. Individuals who serve for 30 days or less have no protected period

ACKNOWLEDGMENT OF RECEIPT OF COMPUTERS AND ELECTRONIC COMMUNICATIONS POLICY

I have received a copy of the National Exterminating's policy on *Computers and Electronic Communications* included in the Employee Handbook. I have had the opportunity to read this policy and understand its terms. **I understand that all Electronic Communications are the property of National Exterminating and that I have no right or expectation of privacy in my use of the Internet or National Exterminating's other electronic communications resources.** Furthermore, I acknowledge and agree that National Exterminating has the right to access, review, monitor, and disclose all Electronic Communications, including, but not limited to, email sent or received by me on any National Exterminating computer, websites that I access, and voicemail messages left by me on any National Exterminating telephones. I understand that any violation of these policies could subject me to disciplinary action, up to and including dismissal from employment.

Employee Signature

Date

Printed or Typed Employee Name

ACKNOWLEDGMENT

I acknowledge that I have been notified and I am aware that a copy of the National Exterminating Company, Inc. Personnel Policies and Benefit Handbook effective January 1, 2018 is available 24/7 to be read on the website www.nationalexterminating.com and/or have read it and its content explained to me. I further understand that this manual is not intended to be a contract of employment, but is an outline of the policies, procedures and benefits of the National Exterminating Company, Inc. I also understand that these policies, procedures and benefits can be modified or revoked at any time by National Exterminating Company, Inc. or its management without prior notice. I further understand that, unless I have a written contract signed by the President of the Company guaranteeing employment for a specific period, my employment with National Exterminating Company, Inc. is at will, meaning that I may resign my employment at any time, with reasonable notice. Likewise, National Exterminating Company, Inc. and/or its management has the right to terminate my employment at any time for any reason not prohibited by law, with or without notice and with or without cause.

Employee Signature

Date

Printed or Typed Employee Name/
