



# Employee Handbook

# **OVERVIEW**

For those of you who are starting employment with Omega World Travel (“us,” “we”, “Omega” or the “Company”), let us extend a warm and sincere welcome. We hope you will enjoy working here. For those of you who have been with us over the years, “thank you” for your hard work.

The policies and procedures contained in the Omega World Travel Employee Handbook, including any applicable state supplement (the “Handbook”) are intended to assist you in finding answers to many of the most frequently asked questions regarding personnel policies, compensation, and benefits. Please read the Handbook carefully. You will be required to sign an Acknowledgement of Receipt and your signature on this form means you have read and fully understand the information contained in the Omega World Travel Employee Handbook. Any violation of the policies and/or procedures set forth in this Handbook may result in disciplinary action, up to and including termination. If you have any questions regarding any Human Resources policy or procedure, please ask your Manager or the Human Resources Department.

The policies stated in this Handbook are guidelines only, and supersede all previous Manuals or Handbooks. Omega reserves the right, in its sole judgment, to depart from and/or modify, amend, or rescind any or all guidelines, policies, practices, working conditions, or benefits offset forth in the Handbook or elsewhere, in whole or in part, at any time with or without notice, unless otherwise restricted by applicable law. Nothing in this Handbook should be construed as a promise of specific treatment in any specific situation upon which any employee should rely. Additionally, some matters covered by this Handbook, such as benefits, are also described in separate official documents, and such official documents are always controlling over any statement made in this Handbook or by any supervisor or manager. In some instances, state law may impose additional requirements.

**NEITHER THIS HANDBOOK NOR ANY OTHER COMPANY GUIDELINES, POLICIES, OR PRACTICES CREATES AN EMPLOYMENT CONTRACT, BARGAIN, OR AGREEMENT OR CONFERS ANY CONTRACTUAL RIGHTS WHATSOEVER. UNLESS OTHERWISE PROVIDED BY APPLICABLE LAW, EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, REASON OR NOTICE. NO REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO PROVIDE ANY EMPLOYEE, INDIVIDUALLY OR ON A COLLECTIVE BASIS, WITH AN EMPLOYMENT CONTRACT OR SPECIAL ARRANGEMENT CONCERNING THE TERMS OR CONDITIONS OF EMPLOYMENT UNLESS THE CONTRACT OR AGREEMENT IS IN WRITING AND SIGNED BY THE PRESIDENT.**

This notice applies to all employees regardless of date of hire.

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# **I. WORKPLACE PRINCIPLES**

## **A. Equal Employment Opportunity**

Omega is an equal opportunity employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national or ethnic origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), sexual orientation, marital status, military service or veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or other legally protected status protected by applicable federal, state, or local laws and ordinances. Our management team is dedicated to ensuring the fulfillment of this policy with respect to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay, other forms of compensation, benefits training, employee activities, access to facilities and programs, and general treatment during employment, as specified by Federal, state and local laws and regulations. Employment opportunities are and shall be open to all qualified applicants solely on the basis of their experience, aptitudes, abilities and training. Advancement is and shall be based entirely on achievement, performance, ability, aptitude and potential for promotion.

If an employee has questions or concerns about equal employment opportunities in the workplace, the employee is encouraged to contact the Human Resources Department. Reports of discrimination should be made in accordance with the Reporting Procedures set forth in the Anti-Discrimination, Non-Harassment & Retaliation Prevention policy as well as any procedures set forth in any applicable state supplement. No employee will be subject to, and the company prohibits, any form of discipline or retaliation for raising concerns of equal employment opportunities in the workplace or discrimination, pursuing any such claim, or cooperating in any way in the investigation of such claims.

## **B. Reasonable Accommodations**

Omega 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 who the Company has notice may require such an accommodation, without regard to any protected classifications, related to an individual's: (i) disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment; (ii) sincerely held religious beliefs and practices; (iii) needs as a victim of domestic violence, sex offenses or stalking; (iv) needs related to pregnancy, childbirth or related medical conditions; and/or (v) 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 the Human Resources Department. Accommodation requests can be made in writing using a form which can be obtained from the Human Resources Department. If an individual who has requested an accommodation has not received an initial response within five (5) business days, the individual should contact the Human Resources Director.

After receiving a request for an accommodation or learning indirectly that an individual may require such an accommodation, the Company will engage in an interactive dialogue with the individual. Even if an individual has not formally requested an accommodation, the Company may initiate an interactive dialogue under certain circumstances, such as when the Company has knowledge that an individual'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 the Company initiates an interactive dialogue with an individual, it should not be construed as the Company's belief an individual requires an accommodation, but will serve as an invitation for the individual to share with the Company any information the individual 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, the Company will communicate openly and in good faith with the individual in a timely manner in order to determine whether and how the Company may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, the Company will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the individual. The Company is not required to provide the specific accommodation sought by an individual, provided the alternatives are reasonable and either meet the specific needs of the individual or specifically address the individual's limitations. As part of the interactive dialogue, the Company reserves the right to request supporting documentation, to the maximum extent permitted by applicable law.

The Company will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding an individual's underlying reason for needing an accommodation.

We will not allow any form of retaliation against individuals who have requested an accommodation, for who the Company has notice may require such an accommodation or who otherwise engage in the interactive dialogue process.

Individuals with questions regarding this policy should contact the Human Resources Department.

### **C. Lactation Accommodation**

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

Omega 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 toilet stall or bathroom, for the employee to express milk in private. This location may be the employee's private office, if applicable.

Employees will not be discriminated against or retaliated against for exercising their rights under this policy. Please speak to the Human Resources Department if you have questions regarding this policy.

### **D. Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy**

It is the policy of Omega to prohibit the discrimination or harassment of or against any job applicant, contractor, intern, volunteer or employee by any other employee, manager, supervisor, vendor, client or third party on the basis of actual or perceived race, color, creed, religion, national or ethnic origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, related medical conditions and lactation), sexual orientation, marital status, military service or veteran status, disability, protected medical condition as defined by applicable state or local law, genetic information, or other category protected by applicable federal, state or local laws and ordinances. Any violation of this policy will result in prompt corrective action, which may involve disciplinary action, up to and including, termination of employment. The company is committed to a workplace free of harassment (referred to as "protected characteristics"). The Company also prohibits retaliation as defined below.

The Company is committed to a workplace free of discrimination, harassment and retaliation. These behaviors are unacceptable in the workplace and in any work-related settings such as remote work settings, business trips and Company sponsored social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor or other third party. In addition to being a violation of this policy, discrimination, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws and ordinances 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 and ordinances are unlawful.

#### **Discrimination Defined**

Discrimination under this policy generally means treating differently or denying or granting a benefit to an individual because of the individual's actual or perceived protected characteristic.

#### **Harassment Defined**

Harassment is not limited to sexual harassment. As used here, harassment means any verbal, written, visual or physical acts or conduct based on a person's membership in a protected group that are offensive in nature, intimidating, unwelcome, interferes with work performance or that could be reasonably taken as objectionable. *Offensive conduct can create an intimidating, hostile work environment and may unreasonably interfere with the individual's work performance.* Harassment can be verbal, graphic, or physical conduct that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. 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.

Some examples of harassing conduct are:

- Using epithets or slurs;
- Mocking, ridiculing or mimicking another's culture, accent, appearance or customs;
- Threatening, intimidating or engaging in hostile or offensive acts that focus on an individual's protected category.
- Offensive jokes or pranks.
- Posting offensive materials on walls, bulletin boards, or elsewhere on Company premises
- Circulating offensive material in the workplace, by e-mail, text or otherwise;

The assumption that any type of behavior is acceptable to all can create a difficult situation for everyone involved. Whether intended or not, a person may be appropriately accused of harassment if their behavior is unacceptable to another individual. All employees need to be aware of how people respond to what they do and say. If an individual reasonably objects to certain behavior, the behavior must cease. It is important to note that *Omega's policy may be broader than what is legally required*.

### **Sexual Harassment Defined**

Sexual harassment includes harassment on the basis of sex or gender (including pregnancy, childbirth, related medical conditions and lactation) and/or sexual orientation. Sexual harassment includes unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, and other verbal, graphic or physical conduct of a sexual nature or which is directed at an individual because of that individuals' sex or gender (including pregnancy, childbirth, related medical conditions and lactation), and/or sexual orientation 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.

Sexual harassment may include, but is not limited to, the following conduct which violates this policy:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment
- obscene or vulgar gestures, posters, or comments
- derogatory cartoons, posters, and drawings
- sexually-explicit e-mails, texts or voicemails
- uninvited touching of a sexual nature
- unwelcome sexually-related comments
- conversation about one's own or someone else's sex life
- conduct or comments consistently targeted at only one gender, even if the content is not sexual
- teasing or other conduct directed toward a person because of the person's gender
- Making comments about a person's clothing, body or personal life;
- Telling sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies or making sexual innuendoes;
- Touching, hugging, patting, pinching, or kissing;
- Repeated, unwanted overtures or suggestive or insulting comments of a sexual nature;
- Leering at a person's body;
- Displaying sexually explicit or offensive pictures or materials.

### **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation of discrimination, harassment or retaliation. "Adverse conduct" includes but is not limited to: any action that would discourage or keep an individual from reporting discrimination, harassment or retaliation; shunning and avoiding an individual who reports discrimination, harassment or retaliation; express or implied threats or intimidation intended to prevent an individual from reporting discrimination, harassment or retaliation; and denying employment benefits because an applicant or employee reported discrimination, harassment or retaliation or participated in the reporting and investigation of discrimination, harassment or retaliation.

### **Reporting Procedure**

An employee who believes they are being subjected to conduct in violation of this policy or witnesses or becomes aware of someone being subjected to conduct in violation of this policy should promptly bring the matter to the immediate attention of your manager, a regional manager, a headquarters manager, the human resources department or a senior executive. Human Resources can be reached at 3102 Omega Office Park, Fairfax, VA 22031 or 703-359-0200. Reports may be verbally or in writing. Written complaints can be submitted internally using the form provided with this policy. Use of this written complaint form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another

employee is also acceptable. If the employee makes a complaint under this policy and has not received an initial response within five (5) business days, the employee should contact a senior executive immediately.

Every manager or supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, or who otherwise is aware of conduct in violation of this policy must immediately report the issues raised to the human resources department or senior management (regional manager, headquarters manager or a senior executive)

### **Investigation Procedures**

The Company will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of conduct in violation of this policy that is fair for all parties. To the extent possible, the Company will endeavor to keep the reporting employee's concerns confidential; however, confidentiality cannot be guaranteed. Employees must cooperate in all investigations conducted pursuant to this policy.

During the investigation, the Company generally will:

- interview all parties involved, including relevant witnesses
- conduct further interviews as necessary
- request and review all relevant documents
- document the Company's findings regarding the complaint
- document recommended follow-up actions and remedies, if warranted
- inform the complainant and accused of the Company's findings.

Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.

In the event the Company determines that a violation of this policy has occurred, the Company will take steps to ensure a safe work environment for the individuals who experienced the complained-of conduct. Upon completion of the investigation, the Company will take corrective measures against any person who has engaged in conduct in violation of this policy, if the Company determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, whom the Company determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination. This includes individuals engaging in discrimination, harassment or retaliation, as well as supervisors or managers who fail to report violations of this policy, or knowingly allow prohibited conduct to continue. Individuals who engage in conduct that rises to the level of a violation of law can be held personally liable for such conduct.

\* \* \*

We cannot remedy claimed discrimination, harassment or retaliation unless you bring these claims to the attention of management. Failure to report claims of discrimination, harassment and/or retaliation prevents us from taking steps to remedy the problem.

## **E. Internal Complaint Procedure**

Omega believes each employee should have an opportunity and a means to raise issues or concerns the employee feels have not been resolved.

Listed below are three (3) successive levels at which you may voice your concerns. It is important for you to understand that nothing in this procedure is intended to create an express or implied agreement that alters the employment at-will relationship that exists between the company and you.

The followings steps are provided to all employees to provide a mechanism by which employees can raise issues or concerns at any time:

- Step 1: Discuss your issue or concern with your manager, assuming you feel comfortable doing so. Should the results prove unsatisfactory, or if you feel you cannot discuss your concern with your manager, take your concern to the second step.
- Step 2: Discuss your issue or concern with the individual who represents the second level of supervision, assuming you feel comfortable doing so. If the problem remains unresolved, or if you feel you cannot discuss your concern with the second level of supervision, proceed to the third step.

- Step 3: Contact the Human Resources Department.

The Human Resources Department or its designated representative will typically provide you with a verbal or written response within 10 working days unless it is determined that additional time is required under the circumstances. The decision at this step is final, conclusive, and binding on all parties.

This policy does not apply to termination decisions or claims involving perceived violations of the company's equal employment opportunity and harassment policies or any other policies in which the company has established separate reporting procedures. Such claims should be reported immediately and in the manner set forth in the applicable company policy, and will be addressed in accordance with the provisions of the applicable policy.



## II. WORKING AT THE COMPANY

### A. Employee Categories

A number of different types of employees are employed by Omega. All employees are classified as one of the following:

- **Full-Time Employees:** Employees who regularly work at least 35 hours per week. Full-time employees are eligible for all company benefits, subject to the terms and conditions of the applicable plans and/or policies.
- **Part-Time Employees:** Employees who regularly work fewer than 35 hours per week or on an irregular basis as needed. Part-time employees are eligible for some, but not all, company benefits, subject to the terms and conditions of the applicable plans and/or policies.
- **Temporary:** Employees who are either hired for a specific purpose or time period, which generally does not exceed 3 months. A temporary employee may work a full-time or part-time schedule. While they do receive all statutory benefits as required by law, temporary employees are ineligible for all other company benefits

In addition to the above classifications, all employees are categorized as either “**exempt**” or “**non-exempt**.”

- **Exempt Employees:**
  - Typically receive a fixed salary which is intended to cover all hours worked including any hours worked in excess of 40 in a workweek or overtime as otherwise defined by applicable state law.
  - Are NOT eligible for overtime pay under federal and state wage and hour laws.
- **Non-Exempt Employees:**
  - Are eligible for overtime pay under federal and/or state wage and hour laws.

Employees will be informed of their initial employment classification and status as exempt or non-exempt upon commencing employment. An employee may change classifications only upon written notification by the company. There are no automatic conversions from one classification to another. Please speak to your manager if you have any concerns or questions about your classification.

### B. Introductory Period

Employment is on a trial or introductory basis for the first 90 days of employment. This period gives employees an opportunity to learn the business, their job duties and responsibilities. During this introductory period, the Company will have an opportunity to observe and evaluate the employee and the employee can become familiar with their position and work environment. The introductory period may be extended as determined in the Company’s sole discretion. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship.

### C. Evaluations And Reviews

All employees will be evaluated on an annual basis. Employees are evaluated annually to identify aptitudes and areas for improvement. In addition, your manager may give you regular input regarding your performance. Salary/rate increases are NOT automatic or retroactive.

### D. Personnel Files & Employee Self Service Through Dayforce System

Personal information such as an employee’s address and telephone number are contained in a confidential personnel file maintained for each employee. Employees will be provided with access to and copies of personnel files to the extent required and in accordance with applicable state law. Questions regarding access/copies should be directed to Human Resources.

Employees should keep their personnel file up to date by informing Omega of any changes to their personal information such as name, address, emergency contact information and marital status/dependent information (to the extent it impacts benefits or tax withholdings). Employees should also inform management of any specialized job-related training or skills acquired in the future. Unreported changes can affect withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach an employee in a crisis may be extremely problematic.

Omega employees are responsible for accessing their pay stubs, and updating their personal information on our self-service website. You may view your earnings statements, complete W-4 forms; update your address and other personal information. Your username and password should never be given out for this site. Please use discretion when reviewing this site in your office as the information on the site is extremely confidential.

## **E. Leaving The Company**

When an employee leaves the Company, we ask that your manager be notified at least two (2) weeks prior to the employee's departure. We appreciate employees' thoughtfulness in this matter. All Company property and equipment must be returned, without copying or reproducing, at the time of separation or as otherwise requested by management. This includes laptops, tablets, phones, keyboards, monitors, mice, and any other electronic devices assigned to them.

## III. SAFETY, HEALTH & SECURITY

### A. Safety

Your safety, and that of those who work with you, is one of our greatest concerns. With an alert safety attitude, you can help eliminate painful and costly accidents. You can help by:

- keeping work areas clean and clear
- reporting hazards or unsafe conditions to your manager
- smoking ONLY in designated areas
- reporting all injuries, however minor, to your manager immediately
- walking and not running in all buildings
- keeping aisles clear
- never performing a job that you feel is unsafe. Report such situations to your manager immediately.

Your manager will inform you of any additional safety rules that apply to your particular job or work location.

### B. Accidents on Company Premises

Any accident that occurs on Omega premises, be it that of a guest or of an employee, should be reported immediately to your manager. For your own safety and the safety of our guests, please do not attempt to give medical aid to an injured guest or fellow employee unless you have been trained to do so. Seek the assistance of a manager and call 911 if warranted. In addition, please remember that only the manager can answer questions about the company's liability to injured guests. Please direct those asking questions to a manager.

If an employee is injured on the job, he or she may be entitled to worker's compensation benefits. If you are injured while working, please report it immediately to your manager, no matter how minor the injury may be. Failure to timely report work place injuries or illnesses may result in a denial of workers' compensation benefits. Please see the Workers' Compensation policy for additional details.

### C. Drug Free Workplace

Omega has a longstanding commitment to providing a safe, quality-oriented and productive work environment consistent with the standards of the community in which we operate. In addition, as a [federal contractor], we have a duty to provide the public with quality [goods and/or services] safely, efficiently and at a reasonable cost. Alcohol and drug abuse pose a direct and significant threat to the health and safety of Omega employees, the goal of a productive and efficient working environment in which all employees have an opportunity to reach their full potential, and to the security of our equipment and facilities. For these reasons, Omega is committed to the elimination of drug and/or alcohol use and abuse in the workplace and underscores that commitment through implementation and enforcement of this Drug Free Workplace policy.

The unlawful or improper use of controlled substances (including marijuana) or alcohol in the workplace presents a danger to everyone. This policy continues to apply to all employees, including all headquarters and management employees, and – as appropriate and relevant – all applicants for employment of Omega.

#### Drug and Alcohol Prohibitions

##### **Drug Abuse**

Omega strictly prohibits the possession, use, sale, attempted sale, purchase, attempted purchase, conveyance, distribution, transfer, dispensation, cultivation, and/or manufacture of illicit drugs or other intoxicants at any time, and in any amount or any manner – as well as the abuse/misuse of alcohol and prescription drugs – by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), while driving a Company vehicle or driving a personal vehicle for Company business, or while representing the Company.

"Illicit drugs" includes all drugs, narcotics, and intoxicants for which possession or misuse is illegal under federal law, and includes prescription medications for which the individual does not have a valid prescription. The deliberate use of prescription medications and/or over-the-counter drugs in a manner inconsistent with dosing directions, and in a manner which may result in impairment, is considered illicit drug use. In addition, the use of chemical intoxicants for other than a legitimate and therapeutic purpose is considered illicit drug use.

##### **Alcohol Abuse and Misuse**

Omega recognizes the enormity and severity of the alcohol-abuse problem in American society and in American workplaces. Omega therefore prohibits the abuse, misuse, or possession of alcohol while working, present on Omega's premises

(defined as all buildings, facilities, and property – including parking areas – owned or leased by Omega, and all places where Omega conducts business, including customer facilities), or representing Omega at any time and in any way.

Omega also prohibits the use of alcohol, or the possession of opened containers of alcohol, by employees operating Omega-provided vehicles, or operating any other vehicle while on Omega business. Moreover, the use or abuse of alcohol off-the-job which could impair, to any extent, performance on-the-job, will be considered a violation of this policy.

Notwithstanding the foregoing, Omega's executive management may occasionally authorize alcoholic beverages at approved Omega functions at designated sites. In those situations, an employee may consume a moderate amount of alcohol, provided that the employee's conduct and demeanor remain business-like and professional at all times, and provided further that the employee does not thereafter drive or otherwise engage in any activity which could be hazardous if the alcohol consumed impaired or affected the employee's ability to perform those activities, and does not otherwise engage in conduct which would reflect detrimentally on Omega.

### **Use of Prescription Medications**

Employees who use prescription and/or over-the-counter medications – that the employee or their health-care provider believes may impair the employee's ability to perform their job responsibilities safely – must immediately notify their Manager or Human Resources of any limitations so that steps can be taken to minimize the safety risks posed by such use. When informing the employee's Manager or Human Resources of such restrictions, the employee should not identify the medication(s) being used or the reason for its use. Employees may be asked to obtain a doctor's certification that the employee can safely perform the responsibilities of their position. All prescribed medications should be kept in their original container. Any information Omega may learn about an employee's health or medicines will be treated as confidential, and will be shared with Omega personnel only on a need-to-know basis. However, to the extent permitted by and in accordance with applicable law, this exception does not extend any right to report to work under the influence of medical marijuana or to treat the lawful use of medical marijuana as a defense to a policy violation or a positive drug test, to the extent you are subject to any drug testing requirement.

### **Employee Assistance and Drug-Free Awareness**

Illicit drug use and alcohol misuse have a number of adverse health and safety consequences. Information about those consequences and sources of help for drug/alcohol problems is available from Human Resources, who can make referrals and assist employees with drug/alcohol problems.

Omega strongly encourages employees who believe that they have a problem with alcohol or drugs – legal or illegal – to seek assistance *before* a violation of this policy is found. For those employees who self-identify a substance-abuse problem to Omega, sources of help may be provided. The employee would be referred for a medical assessment, possible counseling and rehabilitation, and possible re-testing during and after rehabilitation, and would – at Omega's sole discretion – be subject to continued employment. Additionally, in the discretion of the Company, any employee who violates this policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Company's satisfaction in an approved drug assistance or rehabilitation program. However, employees may not request an accommodation to avoid discipline for a policy violation.

### **Conviction Reporting**

In accordance with the Drug-Free Workplace Act of 1988, employees must notify Human Resources of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction. Within ten (10) days of such notification or other actual notice, the Company will advise the contracting agency of such conviction.

### **Compliance & Violations**

Your employment or continued employment with Omega is conditioned upon your full compliance with the foregoing drug and alcohol-free workplace policy. Any violation of this policy may result in disciplinary action, up to and including termination.

Omega further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol-free workplace policy including, but not limited to, the inspection of company or customer issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when Omega has reasonable suspicion to believe that the employee has violated this drug and alcohol-free workplace policy.

### **Awareness Training**

In order to maintain a drug and alcohol-free workplace, Omega has established a drug and alcohol-free awareness program to educate employees on;

1. the danger of drug abuse and alcohol misuse in the workplace;
2. the company's drug and alcohol-free workplace policy;

3. the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs;
4. the penalties that may be imposed upon employees for drug abuse and alcohol misuse violations, and violations of the company's drug and alcohol-free workplace. Such education includes the inclusion of the company's drug and alcohol-free workplace policy in the Employee Handbook and any other personnel policy publications.

### **General Responsibility**

Substance-abuse prevention is everyone's responsibility. Omega expects all of its employees to recognize and accept this responsibility, and to do their part in assuring that – working together – we can achieve and maintain a substance-abuse-free working environment for all Omega employees.

## **D. Non-Smoking Policy**

Omega World Travel provides a smoke-free environment at all locations. Smoking, including use of e-cigarettes, vaping devices and similar electronic devices, is prohibited at all times in all areas of our facilities, including private offices. Compliance with this policy is mandatory for all employees and persons visiting the Company, with no exceptions. Employees who violate this policy may be subject to disciplinary action. Any disputes involving smoking and any employees with questions should discuss their issues/concerns with Human Resources. Employees will not be subject to retaliation for reporting violations of this policy in good faith.

## **E. Inclement Weather Policy**

It is our policy to remain open during periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the company reserves the right to close the work facility. Should this occur, your manager will notify you if the facility will close.

If the facility remains open on an adverse weather day, employees who report to work will receive their normal pay for the day, i.e., exempt staff will receive their regular salary and hourly employees will be paid at their hourly rate for all hours worked. If an employee elects not to report to work, the employee can elect to 1) use any accrued vacation time for the missed day or sick leave if the reason for absence is covered by the sick leave policy or 2) the employee will not be paid for the day, unless otherwise required by applicable law.

Working from home is an exception and will be considered when necessary for the business. Management approval is required in advance. If a manager determines that an employee can work from home on an inclement weather day, the employee will be notified a minimum of 2 hours prior to the beginning of the employee's work hours.

Regardless of whether the facility remains open or closed on an inclement day, it is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to work on an adverse weather day, Omega requires a phone call to your manager or supervisor advising as to your status for the day, prior to the beginning of the workday.

## **F. Non-Violence Policy**

We are 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 Company property. We specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations and informing management accordingly. Violence or threats of violence by employees, vendors, customers, etc. will not be tolerated at any Omega locations.

Threats, threatening language, or any other acts of aggression or violence made toward or by any company employee will not be tolerated. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, attempts to intimidate or to instill fear in others, menacing gestures, bringing weapons to the workplace, stalking, or any other hostile, aggressive, injurious and/or destructive actions undertaken for the purpose of domination or intimidation. Weapons are prohibited on company premises unless such prohibition is restricted by applicable law.

All potentially dangerous situations including threats by co-workers should be reported immediately to the Human Resources Department, or to any other member of management with whom you feel comfortable. Reports of threats may be made anonymously. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat under this policy.

If an investigation confirms that threat of a violent act or violence itself has occurred, the company will take appropriate corrective action. Anyone, regardless of position or title, whom the company determines has engaged in conduct that violates this policy, including retaliation, will be subject to discipline, up to and including termination.

If you are the recipient of a threat made by an outside party, please follow the steps detailed in this section. It is important for the company to be aware of any potential danger in our workplace. Indeed, we want to take every precaution to protect everyone from the threat of a violent act by an employee or anyone else.

## **G. Personal Belongings**

Omega will not be responsible or liable for any personal property of an individual that is lost, stolen, or damaged, unless otherwise required by applicable law. The responsibility for safeguarding, replacing, or repairing personal property lost, stolen, or damaged while on company premises or in a company-owned vehicle is that of the employee. Consequently, we encourage employees not to bring personal property to work.

## **H. Searches of Company and Employee Property**

The company reserves the right to require employees on either Company property or on a client's property to agree to the inspection of their person, personal possessions, property, a personal vehicle parked on Company or client property, and work areas, to the maximum extent permitted by applicable law. This includes but is not limited to, lockers vehicles, clothing, packages, purses, brief cases, lunch boxes, or other containers brought onto company premises. Searches of company facilities and property, including company property in the possession of the employee, may be conducted at any time and do not have to be based upon reason to believe company policy is being violated. Employees are expected to cooperate in the conduct of such searches. Employees may not withhold permission for the company to search company-supplied property including desks, lockers, tool boxes, lockers, and company vehicles. **Employees should have no expectation of privacy in any personal items brought into the workplace or in any Company work area or property used by the employee, whether or not locked with an employee or Company lock.**

## **IV. GENERAL WORKPLACE STANDARDS**

### **A. General Standards of Conduct & Discipline**

At Omega, we take a constructive approach to employee relations so you know what we expect, and inappropriate behavior does not occur.

While it is neither possible nor desirable to identify every possible infraction of this policy, employees must observe reasonable standards of conduct and may be disciplined when they do not. The following are examples of some but not all conduct which may subject the offender to disciplinary action, up to and including discharge, in the Company's sole discretion:

- Obtaining employment on the basis of false information;
- Stealing, removing or defacing Company, client or co-workers' property;
- Violation of the Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy];
- Violation of the Drug Free Workplace Policy;
- Violation of the Non-Violence Policy;
- Violation of the Confidentiality and/or Conflict of Interest policies;
- Violation of the Attendance Policy;
- Insubordination to a lawful management directive;
- Gambling on Company property;
- Willful or careless destruction or damage to Company assets or to the equipment or possessions of another employee;
- Wasting work materials;
- Performing work of a personal nature during working time;
- Unsatisfactory job performance; or
- Any other violation of Company policy.

Obviously, not every type of misconduct can be listed. The Company reserves the right to impose discipline up to and including immediate discharge, whenever management deems it appropriate to do so. Employee discipline generally will be in the form of oral warnings, written warnings, or, in the company's discretion, termination. However, pursuant to the company's at-will employment policy, the company reserves the right to impose whatever form of discipline it chooses, or none at all in a particular instance. The company will deal with each case individually, and nothing in this Handbook should be construed as a promise of specific treatment in a given situation.

### **B. Attendance**

Please be at your work place and ready to work at your starting time. We recognize there may be times when your absence or tardiness cannot be avoided. In that event, notify your manager as early as possible but at least 2 hours before your scheduled shift, except in cases of extreme emergency. You must speak with your manager or another management employee personally and you may not simply leave a voicemail message. Unless you have made other arrangements with your manager or are on an approved leave of absence, you must call your manager each day of your absence.

Failure to give your manager notice of your absence may result in disciplinary action. If you are absent due to the illness of yourself or a family member for more than three (3) consecutive work days or have a pattern of absence for medical reasons, we may require you to produce a certification from your healthcare provider, to the extent permitted by applicable law.

If you fail to notify your manager of your absence for three (3) consecutive work days, you may be considered to have voluntarily terminated your employment with the Company.

A pattern of excessive or unexcused absences or tardiness may result in disciplinary action, up to and including termination. In evaluating employee attendance and otherwise administering this policy, exceptions will be made for absences/tardiness/early departures protected by applicable federal, state, or local law. Additionally, employees will not be subject to discipline for such protected absences, tardiness or early departures.

### **C. Dress Code**

Employees are expected to adhere to good grooming practices and maintain an appearance in accordance with generally accepted social and business standards. All clothing must be clean and in good repair.

Omega allows business casual attire. On-site locations must adhere to the dress code of the specific company or government agency; however, business casual is the minimum standard of dress allowed. If your daily activity requires that you interact directly with vendors, customers, or the public, your division or department may have specific guidelines that you must follow. Likewise, in the event that you are required to perform manual labor, such as moving equipment, laying down cable, etc., more casual dress may be acceptable.

The following are Business Casual guidelines that must be followed by all employees:

- Casual slacks, Docker/khaki-type pants, skirts and casual dresses. Dresses that are off the shoulder, sleeveless or backless are not acceptable. Pants or skirts should be worn with a blouse, sweater or collared shirt (polo or banded collar). Appropriate hosiery is required.
- **OFF-LIMITS ATTIRE:** Sloppy or wrinkled looks are unacceptable. Denim (any color), leggings, shorts, sporty tops (ex. halter tops, tank tops, workout wear), sport or beach wear, faded or torn clothing, and sweat-suits are off-limits at all times. Any extremes in the acceptable categories that would not reflect positively on the company are also not acceptable.

For those employees working remotely, the standards set forth in this policy apply equally when working from home to the extent employees may participate in video conferencing.

Managers are responsible for ensuring that employees maintain the standard of this policy. If you have any questions about this policy, please ask your manager. Employees may be sent home for dress code violations at the discretion of the managers.

Nothing in this policy or any related guideline is intended to discriminate against an employee's sincerely-held religious beliefs or practices, disability, race or any other basis protected by applicable law. Employees who may need an accommodation based on a sincerely-held religious belief or practice, disability, race or any other basis protected by applicable law can contact Human Resources.

## **D. Personal Telephone Call**

Due to the nature of our business, personal telephone calls are discouraged. If you do receive any calls, we will take a message and you will be notified. Of course, if friends or relatives call or visit you in cases of emergency, we will arrange to have you relieved from work so you may speak with them. If you must make an emergency telephone call, you should obtain permission from your manager. You may make personal telephone calls during your scheduled lunch break.

## **E. Technology Resource Policy**

The company's electric communication and computer systems, including, but not limited to, computer resources, related hardware, software and networks, Internet access, telephone, voice mail, and e-mail systems are provided to employees by the company and are intended for business use. Any personal use must not interfere with performance or operations, must not result in added expenses to the Company and must not violate any Company policy or applicable law.

Employees have no expectation of privacy when using company technology resources and equipment. Omega's technology resources are considered business property and are subject to review, monitoring and/or recording at any time without notice when the company deems it appropriate to do so, to the maximum extent permitted by applicable law. Any and all telephone conversations or transmissions, e-mail or transmissions, or internet access or usage by an employee by any Omega electronic device or system, including but not limited to the use of a computer, telephone, fax machine, scanner, copier, etc. may be subject to monitoring at any and all times and by any lawful means. To that end, the Company may access its communication and computer systems and obtain the communications and information within or transmitted through the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the Company deems it appropriate to do so. Further, the Company may review Internet usage. The reasons for which the Company may obtain such access include, but are not limited to: maintaining the systems; 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 Company operations continue appropriately during an employee's absence.

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

All users should be aware that computers, information systems and networks are inherently insecure and care should be taken not to divulge confidential information in electronic communications such as e-mail.



The company's policies including, but not limited to, those prohibiting all types of harassment apply to the use of the company's electronic communications systems, including Internet access. Additionally, employees may not use the Company's communication and computer systems in violation of any law including, but not limited to, those related to copyrights and software piracy.

Omega prohibits unauthorized use of the Internet, including connecting, posting or downloading, sexually-oriented information; engaging in computer-hacking and related activities; and attempting to disable or compromise the security of information contained in company computers. Employees may not install or remove software on the Company's computer systems without prior management approval. Personal computers and other electronic devices (cell phones, flash or thumb drives, etc.) may not be connected directly to the Company's computer systems without prior management approval.

All employees, upon request, must inform management of any private access codes or passwords related to use of the Company's communication and computer systems.

No one may access, or attempt to obtain access, to another individual's electronic communications without appropriate authorization.

Employees are prohibited from using personal e-mail accounts or text messaging applications to conduct Company business. Employees may not forward Company emails to a personal email address. Employees may not use any third-party email or instant messaging accounts or services (such as Gmail, AOL, Yahoo, etc.) for business purposes or any purpose on the Company's computer systems that are not ordinarily used in the performance of their job duties.

Any misuse of Omega's technology resources will result in disciplinary action, up to and including, termination of employment.

Office Managers are responsible for ensuring compliance with Omega's technology resource policy and preventing physical damage or theft of any Omega technology resources in their offices.

## **F. Social Media**

The Company respects the right of any employee to maintain a blog or website or to participate in social networking on or through websites or services such as X/Twitter, Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat or similar sites/services (collectively "social media"). However, to protect the Company's interests and ensure employees focus on their job duties, employees must adhere to the following rules:

- Employees may not use social media during working time, unless specifically authorized to do so as part of their job duties.
- All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed through social media.
- When using social media, if an employee expresses either a political opinion or an opinion regarding the Company's actions and also identifies oneself as an employee of the Company (or if it can be inferred that the employee is an employee of the Company), the poster must specifically state that the opinion expressed is the employee's personal opinion and not the Company's position. This is necessary to preserve the Company's goodwill in the marketplace.
- Be respectful of potential readers. Please do not use discriminatory comments, or make maliciously false statements when commenting about the Company, superiors, co-workers, or our competitors.
- Employees may not use the Company's logos or trademarks for commercial purposes or to endorse any product or service.
- Employees may not make any statement or post any comment or other material endorsing, recommending, or promoting any of the Company's (or any affiliated company's) products or services without disclosing the nature of the employee's relationship with the Company.
- Any conduct which is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or threatening is forbidden.

All other Company policies apply equally to social media. Employees should review this Handbook for further guidance.

The Company encourages all employees to keep in mind the speed and manner in which information posted through social media can be relayed (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 supervisor or Human Resources. When in doubt, do not post! Failure to follow these guidelines may result in discipline, up to and including termination. In enforcing this policy,

the Company reserves the right to monitor social media activities of employees, whether or not such activities are conducted with Company resources, to the extent permitted by and in accordance with applicable law.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment.

## **G. Confidentiality**

As part of your responsibilities at Omega, you may learn of or be entrusted with sensitive information of a confidential nature, including trade secrets. Confidential information are items of information relating to the Company, its services, products, clients/customers, suppliers, vendors, and business partners that are not generally known or available to the general public, but have been developed, compiled or acquired by the Company at its great effort and expense. Confidential information includes, but is not limited to, sales figures or projections; estimates; customer lists, customer purchasing habits; computer processes, programs and codes; marketing methods, programs, or related data; tax records; or accounting procedures. Each employee must safeguard confidential Company information. Confidential information may only be used in performing work for the company and must not be divulged to any firm, individual, or institution. Your failure to honor this confidentiality requirement may result in disciplinary action, up to and including termination.

If you leave employment with the company for any reason, we ask that you continue to treat as private and privileged any such sensitive information. You should not use, divulge, or communicate to any person or entity any such sensitive information. The company will pursue legal remedies for unauthorized use or disclosure of sensitive, confidential information.

Employees may be required to sign agreements further detailing these obligations as a condition of employment and/or continued employment with the Company.

## **H. Conflict of Interest**

Omega expects its employees to devote their full work time, energies, abilities, and attention to our business. Employees are expected to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the company. Employees who, because of other work or activities, cannot make this commitment may be asked to end their employment the company, to the extent permitted by applicable law.

A conflict of interest exists when an employee's loyalties or actions are divided between the company and a competitor, supplier, or customer. Employees who are unsure whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss the situation with their manager or a member of management for clarification. Any exceptions to this policy must be approved in writing by a senior executive of the company.

Some examples of the more common conflicts that should be avoided by all employees include, but are not limited to the following, unless such prohibition is restricted by applicable law:

1. accepting personal gifts or entertainment from competitors, customers, suppliers, or potential suppliers;
2. working for a competitor, supplier, or customer while employed by the company;
3. engaging in self-employment in competition with the company;
4. using proprietary or confidential company information as defined by applicable policies and/or agreements for personal gain or to the company's detriment;
5. having a direct or indirect financial interest in or relationship with a competitor, customer, or supplier;
6. acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the company; and
7. committing the company to give its financial or other support to any outside activity or organization without appropriate written authorization.

Failure to adhere to this policy, including failure to disclose any conflict or seek an exception to this policy, may result in disciplinary action, up to and including termination.

## **I. Children in the Office**

Our offices are not equipped with day care facilities and, as such, our insurance does not provide coverage for children in the office. Staff members must make appropriate arrangements for child care as children cannot be brought to the office when there is no school or for any other reason.

## **J. Solicitation/Distribution of Literature**

At Omega, we believe employees should not be disturbed or disrupted in the performance of their job duties. For this reason, solicitation of any kind by one employee of another employee is prohibited while either person is on working time. Working time includes the time during which any of the employees involved are actually scheduled to work, but does not include scheduled rest periods, meal breaks and other specified times when employees are not expected to be working. Solicitation by non-employees on company premises is prohibited at all times.

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

## V. WORK HOURS, PAYROLL & EXPENSES

### A. Work Hours

When you begin your employment with us, you will be advised of your schedule. Full time employees are required to work an 8 1/2 hour day with a 45-minute lunch break. Employees that work at least 5 hours but less than 8 1/2 hours per day are provided a 30 minute lunch break. Employees that work 8 1/2 hours or more per day are provided a 45 minute lunch break. Additional meal and/or rest periods will be provided to the extent required by applicable law. Meal breaks will be unpaid for non-exempt employees and must be at least 30 minutes in duration, uninterrupted and duty-free.

### B. Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. The opportunity to work overtime is at the discretion of management and is based on departmental needs. Overtime worked by non-exempt employees **MUST** be approved by an immediate manager or supervisor prior to any employee working overtime. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

If you are a non-exempt employee, you will be paid overtime at one and one-half times (1½) your regular rate of pay for all time worked in excess of forty (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.

### C. Timekeeping

At the Company, we maintain time records for all non-exempt employees so we will have accurate records of time worked. Non-exempt employees are required to record their time in and begin work no more than 5 minutes before their scheduled starting time. Non-exempt employees must record their time in and out for meal periods and record their time out promptly at the end of their shift. Non-exempt employees also should record the beginning and ending time of any split shift or departure from work for personal reasons. Non-exempt employees may never work off the clock. "Off-the-clock" work is time spent by an employee performing work that is not reported to the Company as time worked.

All employees are required to complete a time sheet every pay period. If there is an error on your time sheet, be sure to notify your manager or Human Resources. All time sheets must be approved by your manager. You may only record hours worked on your own time sheet. Doing so for other employees may lead to discipline, up to and including termination. Additionally, failure to properly record time may result in discipline, up to and including discharge.

### D. Payroll

For purposes of payroll, the workweek begins at 12:01 a.m. on Saturday and ends at midnight on Friday. Pay periods last two workweeks and end on Friday, unless more frequent pay is required by applicable law. Payday is the Friday following the end of the pay period. (Bi-weekly pay is computed by dividing annual salary by 26).

Omega paychecks can be deposited directly to the employee's bank account, if the employee chooses. Employees who do not have bank accounts or chose not to participate in direct deposit will be sent their paychecks by regular (**not** overnight) mail to their homes to the extent permitted and in accordance with applicable law. New hires who wish to have their paychecks deposited directly into their bank accounts must fill out a Direct Deposit Form, **Form HR 12.1**, and submit it to the Human Resources Department. First paychecks will be overnight mailed to new employees at their office.

Your pay stub itemizes the deductions made from your gross earnings. We are required by law to make certain deductions from your paycheck. Federal or state laws require we make deductions for social security, federal income tax, state income tax (where applicable), state disability insurance (where applicable), and any other legally-mandated taxes or deductions. In addition, you may authorize deductions for additional items, such as your contribution for medical insurance, 401K savings plans, etc.

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

**If you believe a mistake has occurred or if you have any questions, please contact the Payroll Department or the Human Resources Department immediately, so that the Company can investigate and resolve the matter quickly and amicably.**

## **E. Safe Harbor Policy for Exempt Employees**

As an exempt salaried employee, you receive a salary which is intended to compensate you for all hours you work for the company. This salary will be established at the time of hire or when you become classified 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 you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your salary can be reduced for the following reasons:

- Full-day absences for personal reasons.
- Full-day absences for sickness or disability, if you have exhausted the paid sick leave available to you.
- Family and Medical Leave absences (either full or partial day absences).
- Full day disciplinary suspensions for infractions of our written policies and procedures.
- To offset amounts received as payment for jury and witness fees or military pay.
- During the first or last week of employment in the event you work less than a full week.
- Any workweek in which you perform no work for the Company.

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

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

- Partial-day absences for personal reasons, sickness or disability.
- Absence due to the Company's decision 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 any work is performed.
- Any other deductions prohibited by state or federal law.

However, subject to applicable state and local laws, it is not an improper deduction to reduce your accrued vacation, personal, or other forms of paid time off banks for full or partial day absences for personal reasons, sickness, or disability.

If you believe you have been subject to any improper deductions, you should immediately report the matter to your manager. If the manager is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt and fully acceptable reply), you should immediately contact the Payroll Department or any other manager in the company with whom you feel comfortable. If you are unsure of whom to contact if you have not received a satisfactory response within five (5) business days after reporting the incident, please immediately contact the Human Resources Department or any Senior Executive.

Every report of improper deductions will be fully investigated and corrective action will be taken where appropriate, up to and including termination for any employee(s) who violates this policy. In addition, the company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the company's investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination.

## **F. Expense Reimbursement**

Omega will reimburse employees for reasonable expenses incurred for business purposes including, but not limited to, meals, lodging, and transportation, or as otherwise required by applicable law. The company follows the GSA guidelines for meals and mileage reimbursement, unless otherwise required by applicable law. Omega will reimburse mileage driven on your personal automobile at the current GSA mileage reimbursement rate, unless otherwise required by applicable law. Please refer to the separate meals per diem policy for instructions on reimbursement of meals. All business travel and business purchases must be approved in advance by your manager in order to be eligible for reimbursement, unless otherwise required by applicable law.

You must complete expense reimbursement reports within 30 days of incurring the expense and give the reports and receipts to your manager.

## **VI.EMPLOYEE BENEFITS**

### **A. Retirement & Welfare Benefits Overview**

In addition to good working conditions and competitive pay, Omega offers a number of retirement and welfare benefits to its eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include a tax-qualified defined contribution (401(k)) plan and, as of the date of this Handbook, the following welfare plan benefits: medical, dental, vision, life, accidental death & dismemberment, short- and long-term disability (as described in more detail below) and flexible spending accounts. Generally, employees who work an average of 30 hours per week are eligible to participate in the welfare plans, and employees who have attained age 21 are allowed to participate in the 401(k) plan (however, interns and certain categories of employees are excluded from participation), though each plan/benefit may have its own eligibility criteria.

The specific provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") (which may be revised from time to time) for the plans. Additionally, the official plan documents are available for your review upon your request from management. In the determination of benefits or 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.

Further, the company (including the officers and administrators who are responsible for administering the plans) and/or the plan administrators 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 eligibility and entitlement.

While the company 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, to the maximum extent permitted by applicable law. If you have any questions regarding your benefits, please contact the Human Resources Department.

ALL BENEFIT SUMMARIES, PAYROLL DEDUCTION INFORMATION AND ENROLLMENT INSTRUCTIONS CAN BE FOUND ON OMEGA'S ONLINE BENEFITS WEBSITE

### **B. Worker's Compensation Benefits**

All employees are covered under our Workers' Compensation policy as required by applicable law. This benefit is paid for by the Company. Accidental injuries which occur during working hours or conditions caused by work activities are covered under our Workers' Compensation policy. This insurance provides for the payment of medical expenses and weekly compensation payments during the period of an employee's work-related injury or illness.

No matter how minor, all work-related injuries and illnesses, must be reported promptly to a manager and the Human Resources Department. Claim forms must be filed promptly to ensure claims are processed and Company records are prepared properly. Failure to follow Company procedures may affect employees' eligibility to receive Workers' Compensation benefits.

Worker's Compensation is solely a monetary benefit and not a leave of absence, unless otherwise provided by applicable law. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the Human Resources Department.

### **C. Disability Benefits**

All employees may be entitled to receive statutory short-term disability payments for non-occupational injuries or illnesses depending upon their work location and applicable law.

Additionally, Omega offers short term disability to eligible employees for non-occupational injuries or illnesses. Short term disability insurance provides a percentage of your income in a weekly benefit for up to 11 weeks of disability or at recovery, whichever comes first. Any company-provided short-term disability benefits will be reconciled with any applicable statutory short-term disability benefits.

The Company also provides long-term disability insurance coverage for eligible employees for non-occupational injuries or illnesses lasting longer than 90 days.

Short-term disability (both statutory and Company-provided) and long-term disability are solely monetary benefits and not leaves of absence. For information regarding leaves of absence that may be available while receiving these benefits, please refer to the leaves of absence policies and/or contact the Human Resources Department.

**D. Employee Assistance Program**

Omega offers an employee assistance program to all employees at no cost to you. The employee assistance program offers employees support, guidance and resources to help you and your family resolve a broad range of personal issues. All calls and counseling services are confidential.

**E. Incentives**

Omega offers the following incentives to its employees. If an employee earns an incentive, it will be paid with the next regularly scheduled payroll after the incentive has been earned. If an employee leaves the company for any reason prior to the payment of an incentive, the employee's right to the incentive ceases, to the extent permitted and in accordance with applicable law.

**Employee Referral Incentive**

Employees who refer a candidate to Omega are eligible to receive a \$500.00 bonus once the referred candidate completes 6 months of employment.

**Travel Benefits and Incentives**

If you receive or are awarded a travel incentive or benefit during your employment and you leave the company for any reason, then you are not entitled to use the travel incentive or benefit after you end employment. All award certificates or letters must be returned to your manager. The company reserves the right to cancel any travel reservations that you have using travel incentives or benefits after you leave employment.

**F. Holidays**

Omega currently observes the following national holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. In certain cases, for the 24-hour emergency desk only, Easter Sunday will also be considered a paid holiday.

All full-time employees are eligible to be paid for the above holidays when such holidays fall or are celebrated on what otherwise would be a regular workday for the employee. Holidays are paid at the employee's base rate of pay the time of the holiday. For example, employees on leaves of absence are not eligible for holiday pay. Eligible employees must work the last scheduled workday before and after the designated holiday to be eligible for the paid holiday off, unless the absences on such days are protected by applicable law. Otherwise, the Holiday may be counted as a vacation day.

Non-exempt full-time employees who are called in to work on a holiday will receive one (1) day's pay at their base rate of pay at the time of the holiday, and an additional payment at their base rate of pay for the actual time they work that day unless otherwise required by applicable law.

Paid holidays off are not counted as hours worked for purposes of calculating overtime.

**G. Paid Vacation Time**

Paid vacation time includes vacation but also can be used for any other reason such as sickness (if paid sick leave has been used or as otherwise required by law), jury duty, bereavement, family, weather emergencies, and familiarization trip days. Paid vacation time must be used for all absences from work if there is an available leave balance, the employee is not using other paid time and such usage requirement is not prohibited by applicable law.

**Eligibility**

Full-time employees are eligible for paid vacation time.

**Rate of Vacation Accrual**

Full-time employees accrue paid vacation time bi-weekly during periods of active employment from the date of hire at the following rate:

	<b>EMPLOYEES</b>	<b>MANAGERS</b>
Year 1-3	3.69 hours per pay period	5.55 hours per pay period
Year 4	5.55 hours per pay period	5.55 hours per pay period

Year 5	7.39 hours per pay period	7.39 hours per pay period
Over 5	7.69 hours per pay period	7.69 hours per pay period

Additionally, all full-time employees receive a one-time 40 hour accrued vacation bonus upon completion of two years of service. (This does not apply to employees with grandfathered employment dates).

Employees must be on active status to receive vacation accrual.

### **Using Paid Vacation Time**

- An employee may take paid vacation after three months of employment; however, during the month of December, an employee may use accrued vacation regardless of length of employment.
- Employees must refer to the Blackout Periods below when scheduling vacations.
- Vacation time may be taken in 1-minute increments for non-exempt employees and 8-hour increments for exempt employees.
- Employee must complete a time off request through the Dayforce System, and submit the request to the manager for approval as far in advance as possible.
- Manager approval is required in order to be paid for vacation time.
- We will make every effort to grant employees' vacation preferences, consistent with our operating schedule. However, if too many employees request the same period of time off, preference typically will be given based on seniority and/or timing of the request.
- Further, as noted above, we reserve the right to mandate the use of vacation time in certain instances, to the extent permitted by applicable law.
- Vacations are paid at the employee's regular rate of pay at the time of absence for the number of hours the employee otherwise would have worked on that day. Paid vacation time off is not counted as hours worked for purposes of calculating overtime.
- Non-exempt employees who are on vacation may not perform any work during such periods including checking/responding to their voice mail or e-mail.

### **Carryover**

Employees cannot carry over more than 40 hours of accrued vacation time at the end of a calendar year unless otherwise required by applicable law.

### **Payment for Accrued Vacation Time Upon Separation or Transition to Non-Full Time Role**

- When an employee who has been employed for at least six months leaves the company under amicable terms as determined in the Company's sole discretion and submits notification of the resignation (at least two weeks working notice for employees, three weeks working notice for managers), cash payments will be made for current accrued vacation balance. In all other instances, payments will NOT be made for accrued leave balances of employees who leave the company including but not limited to, if: they have been terminated for poor job performance including low sales or low productivity; breach of policies and procedures, fraud, or unethical conduct; have not provided requested working notice; or were employed less than six months, unless otherwise required by applicable law.
- A full-time employee who becomes a part-time employee will receive a cash payment for the current accrued vacation balance.

## **H. Paid Sick Leave**

### **Eligibility**

All employees are eligible for paid sick leave pursuant to this policy.

### **Accrual**

Employees begin accruing paid sick leave at the start of employment. Employees will accrue paid sick leave at a rate of 1 hour for every 30 hours worked, up to a maximum accrual of 80 hours each year, unless otherwise required by applicable law. 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<sup>st</sup> and ending on December 31<sup>st</sup>.

### **Usage**

Accrued paid sick leave may be used beginning immediately. Paid sick leave may be used in 1-minute increments for non-exempt employees and 8-hour increments for exempt employees, unless otherwise required by applicable law.

Employees may use accrued paid sick leave for absences due to:



1. The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care including routine medical appointments;
2. The care of the employee's family member, who needs medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or who needs preventive medical care including routine medical appointments;
3. A family member needs personal care including:
  - a. to ensure the family member's basic medical, hygiene, nutritional, or safety needs are met;
  - b. to provide transportation to medical appointments if the family member is unable to meet those needs for themselves; or
  - c. to be physically present to provide emotional support for a family member with a serious health condition who is receiving inpatient or home care;
4. Closure of the employer's place of business or the school or place of care of a child of the employee, by order of a public official due to an epidemic or other public health emergency, or because of the issuance by a public health authority of a determination that the presence in the community of the employee, or a member of the employee's family in need of care by the employee, would jeopardize the health of others;
5. The employee or a family member of the employee being the victim of domestic violence/family offense matters, sexual offenses, stalking, or human trafficking including, but not limited to:
  - a. To obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a domestic violence/family offense matter, sexual offense, stalking, or human trafficking;
  - b. To participate in safety planning, temporarily relocate, or take other actions to increase the safety of the employee or employee's family members from future domestic violence/family offense matters, sexual offenses, stalking, or human trafficking;
  - c. To meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to domestic violence/family offense matters, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;
  - d. To file a complaint or domestic incident report with law enforcement;
  - e. To meet with a district attorney's office;
  - f. To enroll children in a new school; or
  - g. To take other actions necessary to maintain, improve, or restore the physical, psychological, or economic health or safety of the employee or employee's family member or to protect those who associate or work with the employee;
6. For parental reasons such as for the birth of a child, or for the placement of a child with an employee for adoption or foster care; or to care for a newborn, newly adopted, or newly placed child within one year of birth, adoption, or placement;
7. Time needed by the employee in connection with a child of the employee to attend a school-related conference, meeting, function or other event requested or required by a school administrator, teacher, or other professional staff member responsible for the child's education, or to attend a meeting regarding care provided to the child in connection with the child's health conditions or disability;
8. For bereavement for the death a family member;
9. For travel to and from an appointment, a pharmacy, or other location related to the purpose for which paid sick leave was taken; or
10. Any other reason required by any applicable paid sick/safe time/leave or similar law or ordinance.

For purposes of this policy, family member means a child, spouse, domestic/civil union partner, parent, sibling, grandchild, or grandparent of the employee or the employee's spouse or domestic/civil union partner, any other individual related by blood to the employee, any other individual whose close association with the employee is the equivalent of a family relationship, and any other relation required by applicable law. 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.

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

Unless the employee advises the Company 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 & Documentation**

If the need for the use of paid sick leave is foreseeable, an employee must provide 7 days advance notice in writing, orally or electronically to their Manager, unless less notice is required by applicable law. Where the need is not foreseeable, employees should provide notice as early as practicable.

The Company may require supporting documentation if the employee uses paid sick leave for more than 3 consecutive work days, to the maximum extent permitted by applicable law. For example, to the extent permitted by applicable law, for paid sick leave used for reasons (1) or (2) above, documentation signed by a licensed health care provider indicating the need for the amount of paid sick leave taken and that paid sick leave 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. For example, to the extent permitted by applicable law, for paid sick leave used for reason (5) above, documentation signed by an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional service provider from whom the employee or that employee's family member has sought assistance in addressing domestic violence/family offense matters, sexual assault, stalking or human trafficking and their effects; a police or court record; a notarized letter from the employee explaining the need for such time; or any other acceptable documentation pursuant to applicable state or local law will be considered reasonable documentation, and such documentation need not specify the details of the domestic violence/family offense matter, sexual assault, stalking or human trafficking. Supporting documentation will not be required if it would result in an unreasonable burden or expenses on the employee and employees will be reimbursed for expenses, costs or fees associated with obtaining supporting documentation requested by the Company to the extent required by applicable law.

**Payment**

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

**Carryover & Payout**

An employee may carry over up to 80 hours of accrued, unused paid sick leave to the following year, unless otherwise required by applicable law.

Accrued, unused paid sick leave will not be paid out upon separation of employment.

Employees with questions regarding this policy should contact Human Resources.

*To the extent any applicable paid sick/safe time/leave or similar law or ordinance provides any greater rights than set forth in this policy, such provisions are incorporated by reference and/or addressed in a supplemental policy for covered employees.*

## **VII. LEAVE OF ABSENCES**

### **A. Bereavement Leave**

We know the death of a family member is a time when one wishes to be with the rest of the employee's family. Employees who lose a close relative may take unpaid bereavement leave to grieve and attend to necessary obligations and commitments, unless otherwise required by applicable law. For the purposes of this policy, a close relative includes a spouse/committed same-sex/domestic/civil-union partner, or the employee's or spouse/committed same-sex/domestic/civil-union partner's child, parent, grandparent, grandchild, sibling, aunt, uncle, niece, nephew, or any other relation required by applicable law.

Employees must inform their supervisor prior to commencing bereavement leave. In administering this policy, the Company may require verification of death and relation to the deceased, to the extent permitted by applicable law.

Employees may request to use available vacation and sick leave during any unpaid leave provided pursuant to this policy. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any bereavement leave entitlement.

Leave provided pursuant to this policy will run concurrently with any other applicable leave of absence for covered reasons, to the maximum extent permitted by applicable law.

### **B. Jury Duty Leave**

The company 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. You are expected, however, to provide the company with proper notice of your request to perform jury duty and with your verification of service. You also are expected to keep management informed of the expected length of your jury duty service and to report to work for the major portion of the day if you are excused by the court unless such a requirement is restricted by applicable law. If the required absence presents a serious conflict for management, you may be asked to try to postpone your jury duty.

Employees on jury duty leave will only be paid for time spent on jury duty service to the extent required by applicable state/local law, however, exempt employees will be paid their full salary for any week in which they perform authorized work for the company. If jury duty leave is without pay, employee may elect to use accrued paid vacation time or other paid time as required by applicable law to be compensated during their jury duty leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any jury duty leave entitlement.

### **C. Military Leave**

If you are called to active military duty or you enlist in the uniformed services, you are eligible for a military leave of absence in accordance with state and federal law. Present your manager with a copy of your service papers as soon as you receive them. To be eligible for military leave, you must provide management with advance notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice. In such instances, an employee should provide notice as far in advance as is reasonable under the circumstances.

If you are required to attend yearly Reserves or National Guard duty, you may apply for a temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give your manager as much advance notice as possible so we can ensure proper coverage while you are away.

Military leave will be unpaid, unless otherwise required by applicable law. Employees may elect to use any available vacation time during an otherwise unpaid military leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any military leave entitlement.

During your absence, your length of service accumulates, and your benefits will continue as required by applicable law. Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws.

Please ask management for further information about Military Leave.

## D. Family and Medical Leave (FMLA)

### Eligibility Requirements

Employees are eligible for FMLA if:

- At least 50 or more employees are employed within a 75-mile radius of the employee's work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1250 hours within the previous 12 months.\*

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

### Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12 month period to eligible employees for certain family and medical reasons. The 12 month period is determined on a 12 month period measured forward from the date the employee first takes a covered leave. Leave may be taken for any one, 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, child, or parent (but not in-law) who has a serious health condition; and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

Leave to care for the employee's child after birth, or placement for adoption or foster care must be taken within one (1) year of the child's birth or placement.

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Military Family Leave

Eligible employees with a spouse, child, or parent 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 in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees to take up to 26 weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one-time basis only). A covered service member 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 service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five-year period 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.

### Job Benefits and Protection

If applicable, during FMLA leave, the company must maintain health coverage under any "group health plan" on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the company will deduct the employee's portion of any applicable health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must make arrangements with Human Resources prior to taking leave to pay their portion of any applicable health insurance premiums each month.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if the employee returns to work for at least 30 calendar days, or the employee retires at the end of the FMLA leave period or within 30 days thereafter.

Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

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

#### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

#### Substitution of Paid Leave for Unpaid Leave

Employees must use accrued paid leave time while on unpaid FMLA leave, to the maximum extent permitted by applicable law. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

The Company will allow employees to use accrued paid leave time to supplement any paid disability or Workers' Compensation benefits. Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

#### Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the company's normal call-in procedures.

Employees must provide sufficient information for the company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

#### Employer's Responsibilities

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

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

#### Unlawful Acts by Employers

FMLA makes it unlawful for the company to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If you believe that the company has violated either of these obligations, please report your concerns to the company's Human Resources Department.

### Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement, which provides greater family or medical leave rights.

## **E. Personal Leave**

Under certain circumstances, employees who are not eligible for any other leave of absence and/or have exhausted all other leave entitlements may be granted a personal leave of absence without pay. A written request for a personal leave should be presented to management at least thirty (30) days before the requested start of the leave, except in cases of emergency. Requests are considered based on non-discriminatory factors including, but not limited to, staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. This leave may be requested for medical reasons. If so, the Company generally will require submission of medical certifications prior to granting leave and may require additional periodic submission of medical certifications at various times during the leave.

Normally, personal leaves of absence are granted for a period of up to 12 weeks. Under unusual circumstances, a personal leave may be extended provided that a written request for an extension to management is made prior to the expiration of leave, and the request is granted. These time limitations do not apply to leaves taken for an employee's own medical reasons.

Employees must use accrued paid vacation and sick leave (to the maximum extent permitted by applicable law and assuming the reason for use is covered by the applicable sick leave policy) while on unpaid personal leave. The substitution of paid time for unpaid leave time does not extend the length of leave and the paid time will run concurrently with any personal leave granted. Receipt of disability benefits, Workers' Compensation benefits or other monetary benefits does not extend the length of any personal leave granted.

During a personal leave, employees will not accrue paid time off benefits or be paid for holidays. We will continue health insurance coverage during a personal leave if, to the extent paid time off is not substituted for unpaid leave, employees submit their share of the monthly premium payments to the Company in a timely manner, to the extent permitted and in accordance with the applicable plans.

When they anticipate returning to work, employees should notify management of their expected return date. Employees should notify management at least one (1) week before the expiration of leave.

Upon completion of a personal leave of absence, the Company will attempt to return employees to either their original job, or to a similar position, subject to prevailing business considerations. We note, however, that reinstatement is not guaranteed unless required by law.

Failure to advise management of availability to return to work, failure to return to work after notifying the Company of expected return to work, or remaining absent from work beyond the time approved by the Company is considered a voluntary resignation of employment unless otherwise prohibited by applicable law.

## DISCRIMINATION, HARASSMENT & RETALIATION COMPLAINT FORM

If you believe that you have been subjected to conduct in violation of the Company's Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy, including any applicable state supplement, you are encouraged to complete this form and submit it to Human Resources. If you are more comfortable reporting verbally or in another manner, you may do so and can follow the guidelines set forth in the Company policy. You will not be retaliated against for filing a complaint. Once a complaint is received, the Company will follow the investigation process described in our policy.

### **General Information**

Your Name:

Your Job Title:

Your Department:

Your Supervisor:

Preferred Communication Method (if via e-mail or phone, please provide contact info):

### **Complaint Information**

Please tell us who you believe has violated our Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy. What is their relationship to you (e.g., Supervisor, Subordinate, Co-Worker, Other):

Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

Please provide specific date(s) the alleged misconduct occurred. Additionally, please advise if the alleged misconduct is continuing?

Please list the name and contact information of any witnesses or individuals who may have information related to your complaint.

*This last question is optional, but may help the investigation*

Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

Signature: \_\_\_\_\_

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

## RECEIPT OF EMPLOYEE HANDBOOK

This Omega World Travel Employee Handbook, including any applicable state supplement, is an important document intended to help you become acquainted with the Company. This document contains management guidelines only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company'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, unless otherwise restricted by applicable law.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Omega World Travel Employee Handbook.

**I have received and read a copy of the Company's Employee Handbook (inclusive of any applicable state supplement). I understand that the Company has the right, with or without notice, in an individual case or generally, to change and/or modify its interpretation of any of its guidelines, policies, practices, working conditions, or benefits at any time, unless otherwise restricted by applicable law.**

**I understand that neither this Employee Handbook nor any other Company guidelines, policies, or practices creates an employment contract, bargain, or agreement or confers any contractual rights whatsoever. I understand that, unless otherwise provided by applicable law, my employment is terminable at will, either by myself or the Company, regardless of the length of my employment or the granting of benefits of any kind. I further understand that no representative of the Company other than the President is authorized to provide any employee or employees with an employment contract or special arrangement concerning terms or conditions of employment and that any such agreement must be in writing and signed by the President.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee Handbook.**

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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



## RECEIPT OF THE COMPANY'S ANTI-DISCRIMINATION, NON-HARASSMENT & RETALIATION PREVENTION POLICY

I acknowledge that I have received, read, and understand the Company's Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy, including any applicable state supplement. I understand that I am expected to abide by and be bound by the rules, provisions and standards set forth in the Company's policy. I further acknowledge that the Company reserves the right to revise, delete, and add to the provisions of the Anti-Discrimination, Non-Harassment & Retaliation Prevention Policy at any time, to the maximum extent permitted by applicable law. *California Employees: I also acknowledge I have received the California Civil Rights Department's Sexual Harassment Fact Sheet (CRD-185).*

Employee's Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

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

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