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School or Child Care Activities Leave

School Discipline Leave

Bone Marrow Donor Leave

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Emergency Responder Leave

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Policy
HPA has different addresses for different uses. Also, because outside guests/visitors are not always aware of which building to enter, an employee should be thorough in explaining to them which reception door to enter and where to park.

Below is the mailing & shipping address for all current 2016 locations as well as the normal hours of operation for office staff:

**HYDROPROCESSING ASSOCIATES, LLC**

**MISSISSIPPI (HOME OFFICE)**
6016 HIGHWAY 63
MOSS POINT, MS 39563
OFFICE: 228-475-2971
FAX: 888-371-1490
HOURS: 8:30 A.M. - 5:00 P.M. (CST)

**CALIFORNIA**
19122 SOUTH SANTA FE STREET
COMPTON, CA 90221
OFFICE: 310-667-6456
FAX: 888-371-1490
HOURS: 8:30 A.M. - 5:00 P.M. (PST)

**TEXAS**
12018 STATE HIGHWAY 146
DICKINSON, TX 77539
OFFICE: 285-559-1100
FAX: 888-371-1490
HOURS: 8:30 A.M. - 5:00 P.M. (CST)

**WASHINGTON**
1420 PACIFIC PLACE SUITE B
FERNADE, WA 98248
OFFICE: 228-475-2971
FAX: 888-371-1490
HOURS: 8:30 A.M. - 5:00 P.M. (PST)

**HPA (S) PTE LTD (Affiliate)**

**Singapore (Home Office)**
10 Chia Ping Road
Singapore, 619978
Office: +65 92965477
Fax: 888-371-1490
Hours: 8:30 A.M. - 5:00 P.M. (UTC)
DISCLAIMER

This Employee Manual is designed to explain current HPA benefits and provide the Employee with a general description of current policies and procedures. HPA reserves the right to change working conditions, policies and procedures contained in this handbook at any time without notice. Further, policies and procedures specific to an employee’s department may apply in addition to the general policies and procedures contained in this handbook. All policies and procedures contained herein are subject to application, revision or waiver at the CEO’s discretion. To the extent there is any conflict with this Employee Manual and an Employee’s Employment Agreement, the Employment Agreement shall prevail.

HPA reserves the right to modify or discontinue benefits without advance notice and without the consent of employees. Any explanation of benefits is subject to the terms and conditions of the actual plan document. If there is a conflict between this handbook and the terms and conditions of the applicable plan document, the terms and conditions of the plan document will govern.

Employment with HPA is based on mutual consent; both the Employee and HPA have the absolute right to terminate employment at will, with or without cause, without prior notice and without following any procedures contained in this handbook. This handbook contains no promise of any kind by HPA, and does not create any contractual rights. HPA remains free to change all working conditions without having to consult anyone and without anyone’s agreement. The failure of HPA to follow any of the procedures set forth in this handbook shall not furnish the basis for any claims against HPA.

_________________________________________
Employee Name (Please Print)

_________________________________________   ___________
Employee Signature       Date
INTRODUCTORY STATEMENT

Hydroprocessing Associates, LLC ("HPA" or "the Company") is a global full service reactor maintenance company with facilities strategically located around the world in order to meet industry needs. We have a long term commitment to employing the best qualified people available in order to exceed our clients’ expectations.

This manual is designed to acquaint the Employee with HPA and to provide information about the following:

- Working Conditions
- Employee Benefits
- Payroll Policies
- Other policies affecting the Employee’s employment.

The Employee should read, understand, and comply with all provisions of the manual. It describes many of the employee’s responsibilities as an HPA employee. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

No employee manual can anticipate every circumstance or answer every question about our policies and procedures. Our Employee Policies and Procedures Manual is a general summary of our employment benefits, policies, procedures, and work rules. While we strive to follow our manual, circumstances may arise that make it appropriate to vary from, change, add to, or rescind the policies, procedures, work rules and benefits described in the manual. If so, we reserve the right to do so with or without prior notice.

Our employment relationship is based upon mutual trust and mutual satisfaction. The Employee’s continued employment with HPA is "at-will", which means that either the Employee or HPA can terminate the Employee’s employment at any time and for any reason, with or without prior notice. Our Employee Policies and Procedures Manual does not obligate HPA to continue the Employee’s employment for a particular length of time, and does not limit HPA’s right to terminate the Employee’s employment for any reason management deems sufficient. In sum, the manual does not create any kind of employment contract or agreement between the Employee and HPA. Except by written agreement signed by the CEO or General Manager of HPA, no manager, supervisor, employee or other representative of HPA has any authority to promise the Employee employment for a particular length of time, or to make any other promise or representation about the Employee’s continued employment with HPA.

It is each individual's responsibility to read and understand all information in this
Human Resources – Employee Manual

The manual is a reference tool to be used on a periodic basis to refresh the Employee’s memory of the Employee’s policies, procedures, goals, and job responsibilities.


HPA operates on the principle that not one associate, but a team of associates separates us from other companies. It is in this spirit of team effort that all associates are to function.

USING THE EMPLOYEE’S SUPERVISOR AS A RESOURCE

The Employee’s supervisor is the Employee’s key resource person concerning HPA policies and procedures. If the Employee has any questions about which policy applies to a particular situation, consult the Employee’s supervisor for clarification. The Employee’s progress on the job is one of the Employee’s supervisor's most important concerns. Never hesitate to ask questions or seek the Employee’s supervisor’s advice and guidance.

EQUAL EMPLOYMENT OPPORTUNITY

HPA is committed to equal employment opportunity for all qualified applicants and employees. We recognize and appreciate each employee's work and contribution to our success. We believe that our employees are entitled to be treated fairly and with respect. This policy includes our commitment to maintain a work place free from any form of harassment on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age, citizenship, marital status, physical or mental disability, veteran status, genetic information or any other characteristic protected by federal, state, or local law. Our equal employment opportunity philosophy applies to all aspects of employment including hiring, training, transfer, promotion and job benefits.

We provide equal employment opportunity in all aspects of employment to all employees and to all applicants for employment without regard to their actual or perceived race, color, religion, sex (including pregnancy, childbirth and related medical conditions), national origin, age, citizenship, physical or mental disability, genetic information, sexual orientation, gender, gender identity, gender expression, ancestry, marital status, registered domestic partner status, military veteran or civil air patrol status, the use of a trained guide dog or service animal, and any other consideration protected by federal, state or local law. For purposes of this policy, discrimination on the basis of "national origin" also includes discrimination against an individual because that person holds or presents the California driver's license issued to those who cannot document their lawful presence in the United States. An employee’s or applicant for employment’s immigration status will not be considered for any employment purpose except as necessary to comply with federal, state or local law. Our commitment to equal opportunity employment
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applies to all persons involved in our operations and prohibits unlawful discrimination and harassment by any employee, including supervisors and co-workers.

We will make reasonable accommodations to ensure equal employment opportunities for qualified disabled individuals, so long as the identified accommodation does not result in undue hardship to HPA and the Employee’s condition does not present a direct threat to the health or safety of the employee which cannot be eliminated through reasonable accommodation. The Company also does not retaliate or otherwise discriminate against applicants or employees who request a reasonable accommodation for reasons related to disability or religion.

STARTING THE JOB

EMPLOYMENT AT-WILL
All employees of HPA are employees’ at-will. That means, unless expressly agreed otherwise in writing signed by the General Manager and the Employee, the Employee has the right to resign at any time with or without cause and with or without notice. Likewise, HPA retains the right to terminate the Employee’s employment at any time with or without notice and with or without cause.

EMPLOYMENT REFERENCE CHECKS
HIRING EMPLOYEES: To ensure that individuals who are employed with HPA are well-qualified and have a strong potential to be productive and successful, it is the policy of HPA to check the employment references of all applicants.

EMPLOYMENT CATEGORIES
Each employee will belong to one of the following employment categories:

REGULAR FULL TIME employees are those who are not in a temporary or introductory status and who are regularly scheduled to work HPA full-time schedule (40 hours a week).

PART TIME employees are those who are not assigned to a temporary or introductory status and who are not regular, full time employees. Management does not guarantee any set number of hours for any employee in this position.

INTRODUCTORY employees are those working within their first sixty (60) days of employment. Employees who satisfactorily complete the introductory period will be notified of their new employment classification.

TEMPORARY employees are employed to perform on a temporary basis, normally not more than six (6) months. Temporary employees generally are
not eligible for employee benefits. Management does not guarantee any set number of hours for any employee in this position.

The Employee will be advised of the Employee’s classification when the Employee is hired.

PERSONNEL FILES
The company maintains personnel records on each employee, which include, for example, documents such as the Employee’s employment application, references, tax withholding information, performance appraisals, disciplinary memoranda, documents verifying eligibility to work in the United States. It is important that we keep accurate information concerning the Employee’s name, address, telephone number, marital status, dependents, withholding status, and emergency contacts. If the Employee has any changes in this information, please notify us in writing promptly.

Personnel records are HPA’s confidential business information. Except for internal business use, HPA generally will not release information from the Employee’s personnel records without appropriate court order, subpoena, or government request. However, Employee may obtain a copy of his or her personnel file by making a written request to the Human Resource Manager. Any unauthorized disclosure of information from an employee’s personnel records is a ground for discipline including termination.

PERSONNEL DATA CHANGES
It is the responsibility of each employee to promptly notify HPA of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data had changed, notify the department manager or utilize the form below:

Information Update: CLICK HERE! (http://forms.igtnetworks.com/form/32620534080)

RESPONSE TO INQUIRIES ABOUT CURRENT & FORMER EMPLOYEES
HPA generally does not give employment references. No manager, supervisor or other HPA representative is authorized to give an employment reference on behalf of HPA or to release any other information about the Employee’s employment to the Employee’s fellow employees or to anyone outside of HPA. If an employee or former employee submits a written request to his or her department manager, HPA will verify the Employee’s employment in the following manner: (1) confirm or deny the fact of employment; and (2) provide dates of the Employee’s employment.
PERFORMANCE AND PAY

Our goal is to attract and keep good employees and to encourage our employees to do their jobs to the best of their abilities. Each employee's pay is reviewed periodically, in accordance with HPA’s Performance Review Procedure.

PAYDAYS
Subject to applicable laws:

All employees are paid weekly. The seven day work week starts on Monday and ends on Sunday. HPA pays one week current on Thursday of each week.

In the event that a regularly scheduled payday falls on a day off such as a holiday, employees will be paid on the last work day preceding the regularly scheduled payday.

Employees are encouraged (but not required) to use direct deposit to receive wage or salary payments from HPA. For employees who elect to receive a paycheck, if a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation. HPA will not give the employee's paycheck to a spouse or family member without written consent.

CHANGES TO DIRECT DEPOSIT
If the Employee wishes to change or stop a direct deposit, The Employee must notify the Payroll Department in writing at LEAST 8 DAYS BEFORE PAYDAY using the direct deposit form. The Employee may also submit this form online using the online form submission linked below:

Direct Deposit Form: SUBMIT HERE! (http://forms.igtnetworks.com/form/32042819081)

Remember that it is encouraged that the Employee use Direct Deposit or a Pay Direct Debit Card to receive his or her paycheck.

PAY ADVANCES
HPA does not provide pay advances on unearned wages to employees.

PAY DEDUCTIONS
The law requires that HPA make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. HPA also must deduct Social Security taxes (FICA) on each employee's earnings up to a specified limit that is called the Social Security wage base. HPA matches the amount of Social Security taxes paid by each employee. If the Employee claims a withholding exemption, written verification must be provided.

HPA offers programs and benefits beyond those required by law. Eligible employees
GARNISHMENTS AND WAGE ASSIGNMENTS
Subject to applicable laws and limitations, HPA will deduct from the Employee’s wages eligible amount(s) demanded by court order under state law.

PURCHASE REIMBURSEMENT POLICY
Expense Reimbursements – HPA shall promptly pay or reimburse Employee for all reasonable eligible business expenses actually incurred or paid by him or her during the employment period in the performance of his or her services for HPA upon presentation of receipts in accordance with HPA’s procedures and guidelines established from time to time. This includes any and all mileage logs for approved mileage.

All company reimbursements for out of pocket expenses must be turned in using the online form, which is linked below and can be found in the Virtual Office on our website (www.hpa-usa.com):

Expense Reimbursement: CLICK HERE! (http://forms.igtnetworks.com/form/32042920072)

Travel & Per Diem – See New Hire Checklist, Deductions & Compensation Form. Travel rates will be established annually by HPA and ANY changes to these rates will be announced to ALL Employees by January 31st of each year. It is a requirement that any Employee who is claiming per diem will be required to submit a copy of BOTH their driver’s license and utility bill (issued within the two months prior to the lodgment of a claim to per diem) to the HR Officer in order for the allowance to be processed by payroll.

Fuel Reimbursements – In addition to an HPA Manager’s signature, any and all fuel receipts must contain the asset tag number for HPA vehicles, the make and model of rental vehicles, the vehicle tag number, and mileage of said vehicle upon putting fuel in the vehicle. If any of the above information is missing, the reimbursement will be denied.

Baggage Fees – Employer will pay up to $60.00 per person per way for luggage subject to the requirements set forth for out of pocket expense reimbursements. Additional charges for luggage must be approved by HPA and must be valid business necessity. ALL baggage receipts must be turned in no later than 10 business days from the time of purchase.

Identification Documents – HPA will NOT pay for any identification documents
required to travel within or outside the United States of America except for visas for business travel purposes. It is the Employees’ responsibility to obtain and provide other items for travel (e.g., Passport).

NOTE: ALL receipts must contain a Manager’s signature with the exception of baggage receipts. If the Employee does not provide HPA with a receipt, then HPA will not reimburse the Employee.

ADMINISTRATIVE PAY CORRECTIONS
HPA takes reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should follow the steps set out in their Employment Agreement for correction of errors.
Payroll Error: CLICK HERE! (http://forms.igtnetworks.com/form/32101018056)

Once the form has been received, HPA will recheck the Employee’s wages for any errors and confirm any missing hours using client provided reports, sign in sheets, the Employee’s supervisor’s approval, or other relevant information.

CHANGES TO WITHHOLDINGS
Events during the year may change the Employee’s marital status or the exemptions, adjustments, deductions, or credits the Employee expects to claim on the Employee’s return. When this happens, the Employee must provide a new Form W–4 and or state withholding certificate to change the Employee’s withholding status or number of allowances. Once the changes are received, HPA will put the changes into effect any as soon as possible. The deadline for putting it into effect is the start of the first payroll period ending 30 or more days after the Employee turn it in.

To change the Employee’s withholding allowances, the Employee must fax, scan, or submit a new Form W-4, Employee’s withholding, and or state Withholding Certificate utilizing the forms below. The Employee may also turn said forms into the office location nearest to where the Employee is currently located.
Form W-4: SUBMIT HERE! (http://forms.igtnetworks.com/form/32045626042)
MS Withholding: SUBMIT HERE! (http://forms.igtnetworks.com/form/32045803054)
CA Withholding: SUBMIT HERE! (http://forms.igtnetworks.com/form/32042215075)

W-2 REQUEST POLICY
Ordinarily, W-2 forms are issued by January for the preceding year. In the event an Employee does not timely receive their W-2 form, the Employee shall contact the Payroll Clerk.
DISCUSSION OF WAGES
An employee is permitted to disclose the employee’s own wages and discuss or inquire into another employee’s wages. The Company will not terminate, demote, suspend, or otherwise discriminate or retaliate against any employee on the basis of such an inquiry or disclosure or because an employee exercises his or her rights or aids or encourages another employee in exercising his or her rights under California’s Equal Pay Law (Cal. Lab. Code § 1197.5).

This policy does not require disclosure of wages.

ON THE JOB

EMPLOYEE CONDUCT AND WORK RULES
To ensure orderly operations and provide the best possible work environment, HPA expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

* Violations of our EEO/Harassment Policy;
* Theft, attempted theft, possession of, or removal of (without proper authorization) any HPA property or the property of another associate or guest. (Note: Proper authorization is when the employee is given a receipt signed by the department manager.);
* Falsification of timekeeping records;
* Falsification of any HPA records;
* Working under the influence of alcohol or illegal drugs;
* Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer-owned vehicles or equipment;
* Fighting or threatening violence in the workplace;
* Negligence or improper conduct leading to damage of employer-owned or customer-owned property;
* Insubordinate behavior or disrespectful language;
* Smoking in prohibited areas;
* Sexual or other unlawful or unwelcome harassment;
* Possession of dangerous or unauthorized materials, such as explosives or other firearms, in the workplace;
* Excessive unexcused absenteeism or tardiness and any absence without notice;
* Unauthorized absence from work area/station during the work day;
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* Unauthorized use of telephones, mail system, or other employer-owned equipment during work hours;
* Violation of any personnel policy identified within the Employee Manual
* Unsatisfactory performance or conduct;
* Careless or willful destruction of, or damage to, HPA’s property or the property of another associate or guest;
* Gambling on HPA time and/or premises
* Failure to carry out reasonable job assignments or job requests of management;
* Conviction of a felony;
* Unauthorized entrance to any HPA property;
* Refusal to perform duties or tasks as assigned or requested in a timely manner, regardless of whether the task is specifically set forth as part of the employee’s regular stated job duties; the "it's not my job" rule;
* Use of HPA vehicle(s) for non-facility related activities
* Failing to properly report any of the above items and complete required reporting documentation.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, HPA expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on HPA. In rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify their manager and the Human Resource Manager at least two (2) hours before the beginning of their scheduled work time. Unless prior arrangements have been made by the department head, messages are not to be left with anyone other than management. Subject to applicable law, an employee who fails to call as provided herein when he/she cannot report for scheduled work is subject to discipline, including termination.

An employee will be considered tardy if he or she does not report to work as scheduled or leaves work early unless excused. It is the employee’s responsibility to call their manager or supervisor or human resource manager to explain why he/she will be late. The employee must specify a time at which he/she can be expected to arrive for work.

At times, an employee must leave the property to conduct personal business. However, the manager is also responsible for maintaining proper staffing at all times. Therefore, when it is necessary to leave the property during scheduled work time, the employee must:

1. Obtain permission from their manager before leaving the property.
2. "Clock out" before leaving. "Clock in" upon returning and check back in with
PERSONAL APPEARANCE
Employees should be acutely aware of how appearance affects guest perception of the entire facility and strive for a style of appearance that is a positive reflection of HPA itself: neat, clean and professional. Specifically, hair must be neat and trimmed. Clothing must be clean and is subject to the approval of management.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirement of their positions. Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

Employees will be rated in performance appraisals on compliance with this policy as a part of their overall review.

Consult the Employee’s supervisor or department head for specific departmental dress code requirements and/or if the Employee has questions as to what constitutes appropriate attire, or desires an accommodation or exemption from the personal appearance requirements.

ACCOMMODATION POLICY – RELIGION
HPA will attempt to make reasonable accommodations for employee observance of religious holidays and sincerely held religious beliefs, unless doing so would cause an undue hardship on HPA’s operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible.

TIMEKEEPING
Accurately recording time worked is the responsibility of every nonexempt employee. HPA is required to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They also should record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved by management before it is performed.

Altering, falsifying, tampering with time records, recording time on another employee’s time record, or allowing another employee to record time on the Employee’s time record, without the prior approval of management, may result in
disciplinary action up to and including termination of employment.

Nonexempt employees should report to work no more than 30 minutes prior to their next scheduled start time, nor stay more than 30 minutes after their scheduled stop time without express prior authorization from their supervisor.

‘Working off the clock’ is strictly prohibited by persons employed by HPA. Any hourly employee who is working must be "clocked in" or keep a record of time worked and submit all time on their timesheet.

An Employee leaving the property for any reason not directly related to HPA business must record their time prior to leaving the property. Should an employee neglect to keep an accurate record of actual hours worked, an assessment of the circumstances will be made and appropriate adjustments recorded by the immediate supervisor or CEO or General Manager. Accurate time-keeping of work time is required for all hourly employees.

It is the Employee's responsibility to keep up with their timesheets daily to certify the accuracy of all time recorded. The supervisor will review and then initial the timesheet before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

Timesheets are recorded and an accounting of each employee's time is turned into the accounting office by 2:30 p.m. Monday afternoon, as requested. No Employee is allowed to fill out or submit a timesheet for another Employee without management approval. This action equates to the falsification of HPA records and will result in disciplinary action and/or possible termination for both employees.

Employees scheduled to be on vacation at the time timesheets are to be turned in should prepare and submit the timesheet to their supervisor on their last regular workday prior to vacation taken.

**OVERTIME**

When operating requirements or other needs cannot be met during regular work hours, employees may be asked to work overtime.

All overtime work must receive the department manager’s or supervisors prior authorization.

Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to hourly employees only in accordance with the
Employee’s Employment Agreement. Overtime pay is based on actual hours worked. Time off due to illness, vacation leave, or any leave of absence will not be considered time worked for purposes of performing overtime calculations.

Employees who worked overtime without receiving prior authorization from their supervisor will be paid for that time in accordance with applicable law, but will also be subject to disciplinary action, up to and including termination of employment.

REPORTING ABSENCES
If the Employee must be absent from work, the Employee must notify the Employee’s supervisor and/or Human Resources. Whether absences are excused or unexcused will be determined based on the reason for the absence and applicable law. However, failure to call in as required can result in appropriate corrective action, including discharge. Should corrective action result in discharge from employment, the Employee will be responsible for transportation to point of origin (unless otherwise negotiated with their Supervisor).

PERSONAL BUSINESS AND VISITORS IN THE WORKPLACE
All non-job-related business must be conducted outside of the Employee’s working time.

To provide for the safety and security of employees and HPA, visitors are prohibited in the workplace. Employees are not to intentionally have friends or relatives visit them at work without approval of their immediate supervisor. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. In cases of emergency, employees will be called to meet any visitor outside of their work area.

All visitors should enter HPA at the reception area at the main office. Authorized visitors will receive directions or be escorted to the destination. Employees are responsible for the conduct of their visitors.

SOLICITATION
In an effort to ensure a productive and harmonious workplace, persons not employed by HPA may not solicit or distribute literature at any time for any purpose.

HPA recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. These activities may be conducted only during non-working time in non-working areas. Bulletin boards are to be used for the distribution of company-required information only.

EMPLOYEE PERSONAL RELATIONSHIPS
HPA realizes that personal relationships of a romantic nature may develop between co-workers. While the company does not wish to ban all such relationships outright, HPA has established some guidelines for such relationships.

**Romantic relationships between supervisors and subordinates are prohibited.**

**Procedures**
Employees who are engaged in a permissible relationship should refrain from personal conduct on company premises that creates tension with coworkers or causes other employees to feel uncomfortable or offended.

The Employee is reminded that all employees must adhere to HPA’s sexual harassment policy. Unwelcome comments or behavior from one party to the other may be considered sexual harassment and will be dealt with according to company policy.

If a conflict of interest is present in a relationship, HPA will endeavor to find a solution to eliminate the conflict of interest so that one person is not able to unduly influence or favor the other. Such solution may include transfer of one of the employees to another department or location, or change the reporting structure if feasible. If no accommodation can be found, the company may require one of the pair to resign or be terminated.

**CELL PHONE USE POLICY**
It is the policy of HPA to prohibit personal cell phone use during working time. Employees may use personal cell phones only during regular break and meal periods, except as described below.

HPA recognizes that some cell phones can take photographs. Because this capability could allow for theft of trade secrets or expose confidential information, employees are prohibited from taking photographs anywhere on company or client grounds.

**Personal cell phones**
The Employee may use personal cell phones for legitimate business purposes. HPA expects that this will not be necessary within HPA facilities, and this exception should only apply when the Employee is traveling or is otherwise away from the business location.

When not traveling, the Employee may request permission to carry an active personal cell phone during business hours for legitimate reasons, such as the need to take an emergency call. When such permission is granted, the phone may only be used for the stated purpose. Any other personal cell phone use is a violation of
HPA-provided cell phones
HPA-provided cell phones are to be used primarily for business purposes, and HPA policies apply at all times. If an offensive or inappropriate message is sent from or to a company-provided cell phone, that action will be considered inappropriate use of company property. Messages which are offensive or inappropriate will be investigated and may result in discipline up to and including discharge.

Texting
HPA will not tolerate inappropriate or offensive conduct of any kind, including verbal comments, emails, phone calls, text messages, or other forms of communication. Inappropriate or offensive conduct includes, but is not limited to, sexual comments, jokes or images and pornography, racial slurs, sexist comments, or any comments, jokes, or images that would offend someone on the basis of his or her race, color, religion, sex, national origin, age, citizenship, marital status, physical or mental disability, veteran status, or any other category protected by federal, state, or local laws. Harassing, threatening, bullying, or discriminating behavior against any person is not tolerated. The Employee is reminded that sending a text creates an electronic record of the message.

If the Employee receives an inappropriate or offensive text message, the Employee should report the incident to a supervisor, Human Resources, or other company official. Employees are reminded that reports of inappropriate or offensive conduct are kept confidential to the extent possible. In the interests of confidentiality, and to avoid potential offense to others, employees who receive an offensive message should not forward that message to co-workers.

NON-WORKING TIME
Activities employees engage in outside of work may impact the workplace. HPA can and will take disciplinary action if outside activities (such as sending an offensive message to a co-worker from a personal cell phone) contribute to an uncomfortable or harassing work environment.

Additional Information

Client Cell Phone Use Policies and Procedures must be adhered to at all times. This includes prohibited cell phone use inside client property.

State, Local, and Federal laws must be followed at all times - no cell phone use while operating vehicles.

Employees who violate this policy will be subject to disciplinary action, up to and
SMOKING
HPA is a smoke free company. However, the use of electronic cigarettes is permissible since it is not a tobacco product.

SUBSTANCE ABUSE
It is HPA’s desire to provide a drug-free, healthy and safe workplace. While on HPA premises and while conducting business-related activities off HPA premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs or controlled substances without a valid prescription. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violation may also have legal consequences.

To inform employees about important provisions of this policy, HPA has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees, and consequences for violations of this policy.

Employees with questions or concerns about substance dependence or abuse are encouraged to discuss these matters with the immediate supervisor or, if necessary, the CEO or General Manager, without fear of reprisal.

HPA is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of illegal drugs or alcohol on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be required to undergo a drug or alcohol-screening test. Refusal to submit to such testing is considered a positive result and will result in disciplinary action, up to and including termination of employment.

Copies of the drug and alcohol policy will be provided to all employees. Employees will be asked to sign an acknowledgement form indicating that they have received and reviewed a copy of the drug and alcohol policy. Questions concerning this policy or its administration should be directed to the immediate supervisor or, if necessary, the CEO or General Manager.

ANTI-HARASSMENT POLICY
HPA expects all employees, including all supervisors and managers, to respect their
fellow employees, and to treat fellow employees in a courteous and professional manner. It is our policy that all employees are responsible for ensuring that the HPA workplace is free from sexual harassment as well as any other form of harassment or discrimination. Each individual has the right to work in a professional atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual harassment, and harassment or discrimination because of race, age, color, national origin or ancestry, religion, creed, service in the armed forces, veteran status, marital status, pregnancy, sexual orientation, gender identity or expression, genetic history, atypical hereditary cellular or blood traits, HIV/AIDS, use of a trained guide dog or service animal, disability, or any other basis under Federal and state law. Harassment includes any hostile, intimidating, offensive, insulting or demeaning words or conduct. Such harassment, whether verbal, physical or environmental, and whether in the workplace itself or in outside work-sponsored settings, is unacceptable and will not be tolerated. Such harassment must immediately be brought to the attention of the persons listed below.

For purposes of this policy, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when 1) submission to such conduct is made explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

HPA strongly disapproves of offensive or inappropriate behavior at work, including sexual or other harassment. All employees must avoid action or conduct which may be viewed as sexual or other harassment based on any prohibited factor as described above. Sexual harassment may include a range of subtle and not so subtle behaviors. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances; subtle or overt pressure for sexual favors; sexual jokes, flirtations, innuendoes, advances or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, or suggestive, insulting, or obscene comments or gestures; display in the work place of sexual suggestive objects or pictures. Sexual harassment can include harassment between individuals of the same sex.

This policy applies to all employees whether related to conduct engaged in by fellow employees or supervisors or someone not directly connected to HPA (e.g., an outside vendor, consultant, client or other).

HPA requires immediate reporting of all perceived incidents of sexual or other
harassment, regardless of who the offender may be. Individuals who believe that they may have been the victim of sexual or other harassment or believe they have witnessed sexual harassment must immediately report the matter to either: (1) the Human Resources Officer on (228) 475 2971 x1027; or (2) a Senior Manager at the location at which the Employee works.
Examples of prohibited conduct are:

- Use of profane or vulgar language on the basis of race, color, religion, sex, pregnancy, national origin, age, citizenship, physical or mental disability, veteran status, or genetic information;
- Unwelcome sexual flirtations, sexual advances or sexual propositions;
- Sexually oriented or suggestive jokes or comments;
- Comments about race, color, religion, sex (including a person’s body or sex life), pregnancy, national origin, age, citizenship, physical or mental disability, veteran status, or genetic information;
- Sexually degrading words, including sexual slang used to describe a person;
- Physical contact of a sexual nature, including unwelcome or inappropriate touching, pinching, patting, grabbing or hugging;
- The display in the workplace of sexually oriented or suggestive pictures or objects;
- Sexually suggestive or vulgar graffiti, including words and drawings;
- A supervisor's or manager's comments suggesting that an employee will suffer employment consequences such as demotion, discharge, or denial of a pay raise, if he/she does not agree to sexual demands or if he/she complains about offensive sexual behavior or any other form of harassment;
- Comments suggesting that an employee will receive favorable employment treatment in exchange for sexual favors; and
- Verbal, physical, or other conduct based on any protected characteristic described above which is offensive, demeaning or insulting.

Harassment will lead to disciplinary action, up to and including immediate termination.

**HARASSMENT COMPLAINT PROCEDURE**

**A. Notification of Appropriate Staff**

As noted above, individuals who believe they have been the victim of harassment or believe they have witnessed harassment must immediately report the matter to either:
(1) the Human Resources Officer on (228) 475 2971 x1027; or (2) a Senior Manager at the location at which the Employee works.

If the Employee receives information regarding sexual or other harassment in the Employee’s capacity as a supervisor or manager, the Employee is obligated to immediately report it to the Human Resources Officer.

**B. Timeliness and Reporting an Incident**
Immediate reporting of incidents is important so that action may be taken. Therefore, employees are required to report any inappropriate incidents as soon as they occur.

C. Investigatory Process

Any reported allegations of sexual or other harassment will be investigated promptly. The investigation may include interviews with the parties involved, and where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. Where appropriate, HPA may implement interim measures during the pendency of the investigation to prevent additional incidents, and to preserve the integrity of the investigation. These measures could include temporary placement of employees on leave, reassignment of reporting responsibilities, relocation of employees, or other measures.

D. Confidentiality

Confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate in light of the circumstances, under the law.

E. Protection against Retaliation

Retaliation in any form against an individual who makes a report of alleged harassment or assists in providing information relevant to a claim of harassment, is a serious violation of this policy. HPA will not tolerate acts of retaliation and such acts should immediately be reported to Human Resources Management. Such reports will be investigated promptly and appropriately.

F. Remedial Action

Misconduct constituting sexual or other harassment, if determined to have occurred, will be dealt with appropriately. Such action may include one or more of the following: training, referral to counseling, and disciplinary actions such as warnings, reprimands, withholding of promotions, withholding of pay increases, reassignment, and temporary suspension without pay or termination, depending upon the circumstances. In no event will retaliatory action be taken.
ANTIDISCRIMINATION POLICY

Policy
HPA does not condone nor tolerate unlawful discrimination of any type. This includes discrimination due to race, color, religion, sex, sexual orientation, gender identity or expression, national origin or ancestry, genetic history, citizenship, military status, service or obligations, veteran status, disability, age, HIV/AIDS, use of a trained guide dog or service animal or any other protected characteristic under state or federal law.

Any employee who believes he or she has been subjected to discrimination as prohibited by this policy must immediately report the matter to HPA as provided in the Anti-harassment Policy with respect to claims of harassment. The same rules prohibiting retaliation in any form (as set forth in the Anti-harassment policy) apply with equal force to claims or reports of discrimination.

WORKPLACE VIOLENCE

Policy
HPA prohibits violence in the workplace, and makes every attempt to maintain a safe workplace. The workplace is not limited to HPA premises, but includes all environments where work-related activities are performed, such as off-site meeting locations and business travel.

For purposes of this policy, "violence" includes physically harming another, shoving, pushing, harassing, intimidating, coercing, menacing, brandishing weapons, and threatening or talking of engaging in those activities.

This policy applies to all employees, all non-employees including customers/clients, visitors, suppliers, vendors, contractors, temporary workers, and other individuals with whom company employees come into contact with during work duties. Any of these individuals may be a victim or a violator under HPA policy.

Procedures
Verbal or physical violence or threats will not be tolerated. Employees are expected to immediately report all such incidents, whether or not physical injuries have resulted, to HPA's Human Resources Department.

To ensure security, the company reserves inspection rights for all company and associates' property located on its premises, including workstations, desks, file cabinets, and lockers. This right extends to desks, computers (e-mail and internet) telephones, and cell phones (messages) and associates should not have an expectation of privacy in the foregoing
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In cases of workplace violence, HPA’s Human Resources Department may contact and involve local law enforcement authorities as necessary.

HPA will not tolerate any form of retaliation toward an employee who reports workplace violence. Any retaliatory incident must be immediately reported to Human Resources. Retaliatory incidents will result in disciplinary action, up to and including termination.

Failure to adhere to the established company policies and procedures will result in disciplinary action, up to and including termination.

OPEN DOOR POLICY

While all allegations of harassment, discrimination, and workplace violence must be reported in the manner described above respective policies applicable to these topics, Employee should otherwise feel free to discuss any other workplace concern he or she may have with the Human Resources Officer.

CRIMINAL ACTS

If an Employee is charged with a criminal act, the employee's immediate supervisor will meet with the COO to determine further action. The Employee may be suspended without pay pending resolution of the criminal proceedings.

SAFETY

HPA provides information to employees about workplace safety and health issues through regular internal communication channels such as supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Each Employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents resulting in injury, regardless of how insignificant the injury may appear, employees should immediately notify their immediate supervisor or, if necessary, the COO. Such reports are necessary to comply with laws and initiate insurance and worker's compensation benefit procedures. The immediate supervisor is responsible for completing the necessary injury reports and forwarding them to administration the day of the incident.

FITNESS FOR DUTY POLICY

The purpose of this policy is to establish HPA’s expectations for an employee’s fitness for duty. This policy affects and applies to all employees. It is the goal of
the company to provide a safe workplace for all employees. To accomplish this goal, HPA has adopted the following policies concerning an employee’s fitness for duty:

- Employees are expected to be physically and mentally fit to perform their jobs in a safe manner at all times. If an employee is not able to perform his or her job or is taking any prescription or over-the-counter medication that could impair the employee’s ability to work safely, the employee is to inform his or her supervisor immediately.

- Employees are expected to comply with safe work practices, procedures, and drug and alcohol screening for pre-employment, post-accident, pre-access and/or random as prescribed by HPA and Client facilities.

- Employee activities and behaviors will be monitored. If a supervisor believes an employee is not fit to perform his or her duties, the employee may be sent home, relieved of certain duties, assigned to different duties, assigned to light duty, requested to take a medical examination or asked for an explanation.

- Employees are responsible for notifying their supervisor if they are fatigued to the point of not being able to perform their duties safely.

- In accordance with the consent Employee signed when employed, Employee may be requested to undergo a medical examination to determine your fitness for duty as needed.

- Any employee who refuses to cooperate with a determination of whether he or she is fit for duty will be subject to corrective action, up to and including termination.

- If Employee is not fit for duty, he or she may be eligible for benefits, such as sick leave, family leave, intermittent leave, workers’ compensation, group health care, or others. If an employee is not able to perform some duties but can perform others, an attempt will be made to reasonably accommodate your restricted activity as determined by a medical provider.

- This policy will be interpreted and applied so as to conform to applicable law, including the Americans with Disabilities Act, the Family Medical Leave Act, and local and state law.

- A written request for reasonable accommodation must be provided to
RETURN TO WORK

It is HPA’s intention to utilize eligible injured workers in a productive capacity while they are recovering from an injury. The purpose of temporary modified duty is to provide a progression of job duties that will return injured workers to their regular jobs. The Medical Review Officer/Physician will be advised and provided this policy, addendums, and related policies affecting fitness for duty. The Safety Department will be responsible for coordinating our return-to-work program. The designated alternate/backup coordinator will be the Human Resources Officer.

The following program should be followed when an employee sustains a work-related injury or illness.

1. All injuries will be reported immediately to the employee’s direct supervisor, who will notify the safety department.

2. The injured workers will seek medical attention from one of the designated medical providers.
   - In case of an emergency, the injured worker is to seek medical attention from the nearest medical facility. Follow-up care must be coordinated through a designated medical provider. The company may not pay for medical expenses incurred by the injured worker, if he or she seeks unauthorized treatment from a non-designated medical provider.
   - When possible, follow-up medical appointments are to be made before or after work hours. Time off for medical appointments will be treated consistently with other personnel policies.

3. The injured worker should deliver a copy of the medical provider’s work-status report to their supervisor and Safety Department within 24 hours of the medical visit, if feasible, or before the beginning of their next shift (which-ever comes first).

4. The Safety Department is responsible for maintaining regular contact with the injured worker and the medical provider, and obtaining recovery status information and work restriction updates. The injured person is responsible for participating in this communication.
5. The Safety Department will maintain a list of modified duty tasks. Once the employer is ready to make a job offer to the injured worker, the Safety Department sends the proposed tasks to the treating physician for approval, in accordance with the formal job offer process.

6. During the modified duty period, the Controller will provide to the safety department and claim administrator records of wages paid to the injured worker. If the injured worker is receiving full wages during the modified duty period, the Safety Department will provide the Claims Administrator a statement to that effect; no ongoing provision of pay records is then required.

7. Modified duty will be allowed as long as it is realistic for the job to continue, or until the injured worker receives a release to full duty or reaches maximum medical improvement (MMI).

8. The supervisor will monitor and document the injured worker’s performance while on modified duty.

While on modified duty, the injured worker will be held to all existing personnel policies and will be responsible for maintaining acceptable performance standards as a condition of continued employment.

Modified duty assignments are designed to be temporary and transitional in nature. They will be reviewed (once a month) jointly by the supervisor, injured worker and relevant staff to address increasing work duties and overall performance.

SECURITY INSPECTIONS
HPA wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. Firearms and other weapons are prohibited from all HPA offices, buildings, and work sites. If allowed by applicable state law, an Employee may keep a firearm in a locked vehicle in any HPA parking lot, parking garage or other designated parking area. HPA requires the cooperation of all Employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of the Employee, but remain the sole property of HPA. Accordingly, they, as well as any articles found within them, can be inspected by any authorized agent or representative of HPA at any time, with or without prior notice, and Employee should not have any expectation of privacy for any item stored or kept by Employee on HPA property. If an HPA Employee is providing services on a client’s property or work site, then any desks, lockers, and other storage devices provided to Employee by the client (and any articles contained therein) can be inspected by any authorized client.
agent or representative at any time, with or without prior notice, and Employee should not have any expectation of privacy for any item stored or kept by Employee on client property.

**ELECTRONIC MEDIA (INCLUDING COMPUTER, EMAIL, AND VOICE MAIL) USAGE**

All HPA Employees should view electronic media systems as a set of communication tools designed to improve Employee productivity. Employees are encouraged to use all electronic media available such as the Internet, e-mail, company electronic devices (cellular telephones, smart phones, laptops, and other similar devices) and fax machines to their fullest potential to further the interests of the HPA. Guidelines and policies defining the use of the HPA’s electronic media have been established below. In addition, employees should read and abide by the HPA’s Computer/Data Security Breach Policy. Additional policies may apply (e.g., HPA’s Social Media Policy).

All electronic media systems including email, the Internet, fax machines, hardware, software, local area networks, files and all information composed, transmitted, accessed, received or stored in these systems are the property of HPA. The systems are to be used for conducting HPA business only and the use of this equipment for personal commercial purposes or for personal financial or other gain are strictly prohibited. These systems are not to be used for soliciting outside business ventures or soliciting for non-HPA related purposes. Consistent with the solicitation and telephone use policies, however, Employees may be permitted to use electronic media systems to participate in generally acceptable solicitations.

The following guidelines apply to Employee’s use of HPS’s electronic media systems:

- The email system and Internet access on HPA-owned computers is the property of HPA and is provided to Employees for HPA business only during work hours.
- Use of the Internet and e-mail system by Employees is a privilege, not a right. This privilege may be revoked and discipline, up to and including termination, may be imposed at any time for illegal, unauthorized, or inappropriate conduct associated with use of e-mail or Internet access.
- HPA may monitor the e-mail system and Internet access in order to ensure that its property is being used within the acceptable guidelines.
- Employees should have no expectation of privacy regarding any matter created, received, accessed, or sent from the e-mail or Internet system. If employees use HPA equipment for incidental personal use or acceptable solicitations, they are consenting to have such use monitored by authorized personnel at the HPA’s discretion.
- Employee passwords will be disclosed to appropriate personnel within HPA when necessary.
Employees may not attempt to use another Employee’s e-mail, use another Employee’s password, access other Employee’s files, or retrieve any stored communication unless appropriately authorized to do so.

Employees have an obligation to use their Internet access, e-mail, and company electronic media devices, in a responsible and informed way. Employees should identify themselves properly when using any electronic media system or service. They should also be careful about how they represent themselves, given that what they say or do could be interpreted as HPA’s opinion or policy. Employees should be aware that their representations could expose both the Employee and HPA to legal liability.

Employees shall respect intellectual property rights at all times when obtaining information over the Internet. The distribution of copyrighted works as defined under the Digital Millennium Copyright Act is strictly prohibited. Employees should be aware that such infringement could result in legal liability for the Employee and HPA, and may result in disciplinary action to the employee.

Employees may be disciplined for using the Internet or e-mail in an unlawful manner, or for unlawful, unauthorized, or inappropriate purposes or for using such systems in a manner that violates federal, state, or local law or any of HPA’s policies and procedures, contracts, or licenses.

Examples of workplace activities using e-mail or the Internet or company electronic devices, that could subject an employee to discipline include, but are not limited to, use of electronic media for unauthorized non-work related purposes, particularly if the employee has expended an excessive amount of work time on such non-work related use:

- to attempt to create a sexually or racially hostile work environment;
- to send hate mail, harass, make discriminatory or libelous remarks or other malicious uses;
- to send improper or inappropriate text messages;
- to send, view, download, or forward abusive, threatening, obscene or harassing material;
- to solicit outside business ventures, advertise for personal enterprises, promote political causes, or solicit for non-HPA related purposes;
- in a way that misrepresents oneself or HPA; or to otherwise violate explicit workplace policies mandated by HPA.

SOCIAL MEDIA POLICY
Social Media includes but not limited to the following – Social networking (MySpace, Facebook, LinkedIn), blogs, wiki, twitter, video (YouTube), etc.

The following expectations apply to Employee’s use of Social Media:

- We expect each of you to be representatives of the HPA whether that is face to face in person or on the internet. If Employee references HPA on a
Social Media site, Employee is the company representative.

- Employee’s postings on the internet can shape public thinking about HPA and our current Employees, partners and customers. Remember that what is published will be public for a long time and can have legal ramifications.

- HPA recognizes Employee’s choice to interact on these sites, and expects that Employee will use common sense and good judgment when posting comments or communications to others on the internet. However, many of the rules applicable in the workplace can apply in the online world, regarding confidentiality, privacy and employment policies such as those prohibiting harassment.

- Employee should not share any information about HPA that is confidential or proprietary. This includes our trademarks, patents, copyrights, trade secrets, upcoming purchases, sales, finances, customers’ information or any other information that has not been publicly released by the HPA. If there is uncertainty as to whether the information is confidential or proprietary, then do not share the information.

- The company logo and trademarks may not be used without explicit permission in writing from HPA so that it does not appear that you are speaking for or represent the company officially.

- You should not post content about HPA, management, co-workers or customers that is vulgar, obscene, threatening, intimidating, knowingly recklessly false, harassing, or a violation of the Company’s policies against discrimination, harassment, or hostility on account of age, race, religion, sex, ethnicity, nationality, disability, or other protected class, status, or characteristic. You should not unlawfully disparage the Company’s products or services, or the products or services of its customers, vendors or competitors.

- Respect your audience. Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in HPA’s workplace.

- If Employee publishes content to any website and it relates to work or subjects associated with HPA, use a disclaimer such as this: “The postings on this site are my own and don’t necessarily represent HPA’s positions, strategies or opinions.”

- Honor the privacy rights of current employees before writing about or displaying internal HPA happenings that might be considered to be a breach of their privacy and confidentiality.
Employees are prohibited from engaging in social media during work hours. Any Employee found to be in violation of the company’s social media policy may result in adverse employment action, up to and including termination of employment.

**COMPUTER/DATA SECURITY BREACH (MISSISSIPPI AND TEXAS SPECIFIC)**

In the event of a breach of security or breach of system security of computerized data, Mississippi and Texas law require notification to all affected individuals whose personal information (such as social security number, driver’s license number, or account number or password) is acquired, or is reasonably believed to have been acquired, without authorization. If a security breach has occurred, or if you suspect that one has occurred, notify the Human Resources Department immediately.

Under Mississippi law, “breach of security” means unauthorized acquisition of electronic files, media, databases or computerized data containing personal information of any Mississippi resident when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

Under Texas Law, “breach of system security” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person, including data that is encrypted if the person accessing the data has the key required to decrypt the data. Good faith acquisition of sensitive personal information by an employee is not a breach unless the person uses or discloses the sensitive personal information in an unauthorized manner.

**USE OF COMPANY EQUIPMENT AND VEHICLES**

Management must approve all use of company equipment and vehicles. Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using HPA property, employees are expected to exercise care, perform required maintenance, and follow all operation instructions, safety standards, and guidelines.

Employees using HPA-owned or operated vehicles are required to review HPA's Driver and Vehicle Safety Policy and sign an acknowledgement form indicating that they will comply with the policy. They will also need to submit a valid driver's license to Human Resources to be kept in employee's personnel file.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective or in the need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others.
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The improper, careless, negligent, destructive or unsafe use or operation of HPA equipment or vehicles as well as excessive or avoidable traffic parking violations, can result in disciplinary action, up to and including termination of employment.

USE OF PERSONAL VEHICLES FOR COMPANY ERRANDS
Employees who are required or asked to use their personal vehicles for company errands are required to review the HPA Driver and Vehicle Safety Policy and sign an acknowledgement form indicating that they will comply with the policy. They will also need to submit a valid driver's license to Human Resources to be kept in employee's personnel file.

CONFIDENTIALITY
The protection of HPA’s Confidential Information and trade secrets is vital to the interests and the success of HPA. The term “Confidential Information,” as used in this Employee Manual, shall have the same meaning as the term defined in the Employee’s employment agreement. Any Confidential Information developed by Employee, developed by another HPA employee, or received by HPA or any of its employees from a client in the course and scope of HPA’s providing goods and/or services to the client, shall be deemed to be Confidential Information of HPA. As an employee of HPA, both during and after the termination of the Employee’s employment, the Employee agrees that at all times Employee will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of HPA except for the benefit of HPA and in the course and scope of his providing services to HPA (or its subsidiaries). Employee must use reasonable efforts at all times to maintain the secrecy of HPA’s Confidential Information, intellectual property and trade secrets. The efforts include, but are not limited to, maintaining such Confidential Information, intellectual property and/or trade secrets electronically on a password-protected computer system and/or maintaining such Intellectual Property and Trade Secrets in securely locked file cabinets. Employee shall not, without written authority from HPA, copy any of the Confidential Information or trade secrets except for purposes of performing Employee’s duties with HPA (or its subsidiaries), for the benefit of HPA. Employee shall not cause the transmission, removal, or transport of Confidential Information from Employee's principal place of business, or such other place of business specified by HPA, without prior written approval of the CEO.

As an employee of HPA, the Employee may from time to time have access to certain price lists, computer programs, marketing/advertising material, video/audio material, documents, papers, drawings, formulations, and other materials relating to the business of HPA such as correspondence with third parties, and that the Employee may otherwise come into possession of such materials and/or generate such materials during the Employee’s employment. At all times, such materials will remain the exclusive property of HPA. The Employee agrees that, upon termination of the Employee’s employment, the Employee will return to HPA all of the aforesaid
materials or other Confidential Information, including all copies and/or summaries which have reproduced during the term of the Employee’s employment.

The obligation of confidence, secrecy and non-use pursuant to this section shall survive the termination of the Employee’s employment and shall continue until the information sought to be maintained in confidence or secrecy shall enter the public domain by means other than due to the Employee’s actions. Employees who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and possible civil action.

INTELLECTUAL PROPERTY
HPA’s “Intellectual Property” shall include all inventions, improvements, discoveries, developments, writings, computer programs and related documentation, software source code, ideas, trademarks, trade names, trade dress, copyrightable work, patents, copyrights, trade secrets, and Confidential Information, whether patentable or not, which (1) relate to the present or reasonably anticipated business or activities of HPA or its subsidiaries, or (2) were made or created with the use of HPA’s Confidential Information or any equipment, supplies or facilities of HPA. All such Intellectual Property is the sole and exclusive property of HPA.

As a condition of Employee’s employment, Employee assigns any and all rights and ownership interests in all Intellectual Property conceived, developed, or otherwise made by the Employee, alone or with others, during the time that Employee is employed by HPA. As to all Intellectual Property that Employee conceives or develops while employed by HPA, the Employee agrees to disclose such Intellectual Property to HPA promptly, fully and in writing. (Employee’s disclosure requirements are more fully described in Employee’s separately executed employment agreement.) Employee may be required to execute documents and otherwise assist HPA, at no charge, in obtaining and maintaining for itself Intellectual Property rights. No license shall be granted to Employee by HPA (or its subsidiaries) with respect to any Intellectual Property developed by Employee or any Confidential Information or Trade Secrets disclosed by HPA (or its subsidiaries) to Employee during the term of Employee’s employment. Unauthorized copying, reverse engineering, decompiling, and creating of derivative works based on any such material is expressly forbidden except as authorized by the CEO.

The foregoing does not apply to any invention of Employee for which no equipment, supplies, facilities or trade secret information of HPA was used and which was developed entirely on Employee’s own time, unless (a) the invention relates directly to HPA’s business or actual or demonstrably anticipated research or development, or (b) the invention results from any work Employee performed for HPA.
DISCIPLINARY ACTION POLICY
HPA’s disciplinary action policy is set out in document #621.P07.

EMPLOYMENT TERMINATION
HPA recognizes three types of termination:

1. VOLUNTARILY QUIT: An employee who quits without proper notice is classified as a "voluntarily quit". Absences on two consecutive days without notifying HPA will be considered job abandonment and a "voluntarily quit". An employee who quits without proper notice or abandons their job generally will not be considered eligible for re-hire.

3. RESIGNATION: If the Employee finds it is necessary to resign, the Employee should give enough notice to allow the Employee’s department to obtain and train a replacement. This is usually at least two weeks for hourly personnel and one month for salaried personnel. The notice should include the Employee’s reason for leaving and the date the Employee will leave work. Employees who properly resign and later wish to be considered for re-employment, will be eligible for consideration for rehire. Employees that give a two week notice should plan to work the full two weeks as opposed to taking any accumulated vacation time so that necessary training and transfer of job duties may be accomplished in the least disruptive manner possible.

4. DISCHARGE: Discharge includes involuntary termination of employment by HPA for any reason.

Should an Employee be discharged from employment, Employee will be responsible for transportation to point of origin including if the Employee is working out-of-state at the time of termination (unless otherwise negotiated with their Supervisor).

RETURN OF PROPERTY
Employees are responsible for all HPA property, materials, or written information issued to them or in their possession for control. Employees must return all HPA property, including but not limited to keys, cell phones, company uniforms, H2S monitors, and other small tools & equipment immediately upon request or upon termination of employment. All HPA property must be turned in to HPA upon request and/or termination of employment, or the cost of such property may be deducted from Employee’s final paycheck in an amount previously agreed upon by the parties and consistent with applicable law.

EXIT INTERVIEW
If an Employee resigns, the Employee should attend an exit interview with his or her
supervisor before the effective date of his/her termination. One purpose of the exit interview is to ensure that the termination is not based upon a misunderstanding. We also review eligibility to continue certain benefits. The Employee’s final pay check will be issued on the next regularly scheduled payday unless state law requires otherwise.

RE-EMPLOYMENT OF FORMER EMPLOYEES
Former employees may be eligible for re-hire, depending upon the reasons for termination. Former employees seeking to be re-hired must go through the normal application process. Former employees who are re-hired will be treated as a new employee, with regards to the introductory period, including for purposes of participation in HPA’s Health Insurance Program.

HOLIDAY POLICY
HPA recognizes nine paid holidays during the year for eligible employees. To receive holiday pay, eligible employees must work the day prior to the holiday and the day after the holiday (excluding weekends, in which case it is the following business day). HPA observes the following holidays:

<table>
<thead>
<tr>
<th>Memorial Day</th>
<th>Christmas Eve</th>
</tr>
</thead>
<tbody>
<tr>
<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>New Year’s Eve</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>New Year’s Day</td>
</tr>
<tr>
<td>Day after Thanksgiving</td>
<td></td>
</tr>
</tbody>
</table>

Holiday Pay
Salary full-time employees are eligible for holiday pay. There is no waiting period. Temporary, seasonal, and contract employees are not eligible for holiday pay.

Hourly employees will be paid time and half for the hours worked on the following holidays.

<table>
<thead>
<tr>
<th>New Year's Day</th>
<th>Thanksgiving Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Memorial Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Christmas Day</td>
</tr>
</tbody>
</table>

Paid holiday hours do not count as hours worked for purposes of overtime calculations.

Procedures
Qualifying Full-time employees will receive pay for eight hours (including shift differentials).

The Employee must record the number of hours on the Employee’s time reports for all company-paid holidays, whether or not the Employee is scheduled to work.
that day.

**Holiday Scheduling**

If any designated holiday falls on a Saturday, it will be observed on the preceding Friday.

When it falls on a Sunday, the holiday will be observed on the following Monday (unless the Federal Government schedules otherwise).

**Other Holiday Observances**

If the Employee wishes to observe other holidays, the Employee may use sick leave or vacation time if the Employee has a balance of such time sufficient to cover the requested time off, by following established procedures for requesting such time off.

**EMERGENCY CLOSINGS**

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. In extreme cases, these circumstances may require the closing of the facility.

When operations are officially closed due to an emergency, the time off from scheduled work will be unpaid. However, with supervisory approval, employees may use available paid leave time, such as unused vacation benefits.

In the event that standby time is approved and paid by the client, HPA will pay the Employee for standby time. To be eligible for standby time employees must work the day prior to work stoppage and the day after the work stoppage.

**VACATION**

**Policy**

HPA provides paid vacation to eligible employees. Field workers are not eligible for paid vacation days. Employee’s vacation time will accrue proportionally for each week worked, in an amount which depends on the number of vacation days to which the Employee is entitled annually. Within the first year of employment, paid vacation is accrued on a pro rata basis.

**Vacation usage guidelines**

Vacation hours can only be taken on normally scheduled workdays and must be used in increments of days (8 hours). Vacation requests must be pre-scheduled and pre-approved at least two weeks in advance. Use the “Request for Time off Form” linked below to make the Employee’s initial request.

**Request for Time Off:** [CLICK HERE!](http://forms.igtnetworks.com/form/31223859068)

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Vacations must be scheduled around business needs. If the Employee is eligible for vacation, the Employee must provide the Employee’s supervisor with reasonable advance notice and obtain prior approval to use vacation at least two weeks in advance of start date. Employees should make every effort to schedule absences, other than vacation, at least 72 hours in advance. This allows for the Employee and the Employee’s supervisor to prepare for the Employee’s time off and assure that all staffing needs are met.

Supervisors/area management will approve vacation requests based on the Employee’s seniority with the company. Work demands may require denial of vacation to some employees around holidays or other times when vacation requests might interfere with business demands.

There may be occasions, such as sudden illness, when the Employee cannot notify the Employee’s supervisor in advance. In those situations, the Employee must inform the Employee’s supervisor of the Employee’s circumstances as soon as possible.

Termination/Separation
Employees will be paid for any and all accrued, but unused vacation when the Employee separates from the company.

When Employment Terminates
Where state law requires, arrangements and final determination must be made for vacation payout upon termination.

Vacation pay will be computed at the Employee’s current compensation rate, including shift differentials where applicable.

The company has the right to deny or reschedule vacation requests due to business needs. Additional Information Reference Time off Request Form.

PAID SICK LEAVE (ALL NON-FIELD WORKERS OUTSIDE OF CALIFORNIA)
Upon commencement of a non-field worker employee’s employment with HPA, such employee will be granted five (5) paid sick days (40 Hours) per year on employee’s employment anniversary date. Within the first year of employment, paid sick leave accrues on a pro rata basis. Unused sick days do not carry over from year to year.

HPA reserves the right to ask for a certification from a health care provider verifying the need for use of sick days. Should an employee’s sick days be utilized concurrently with leave under the Family and Medical Leave Act (for which an employee is eligible and for which all other requirements are met), then the provisions of that law will control with respect to the purposes for which the
concurrently used paid sick time may be used and as to how it must be documented.

**PAID SICK LEAVE (CALIFORNIA FIELD WORKERS ONLY)**
This paid sick leave policy applies to all hourly field worker employees working in California.

**Permissible Uses**

HPA offers paid sick leave for an employee who cannot work due to his or her own qualifying need, or for that of a “family member,” for (1) diagnosis, care, or treatment of an existing health condition; or (2) preventative care. Paid sick leave can also be used if the employee is a victim of domestic violence, sexual assault, or stalking. “Family member” includes a biological, adopted, or foster child, stepchild, or legal ward, or a child to whom the employee stands in loco parentis; a biological, adoptive, or foster parent, stepparent, or legal guardian of any employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor; spouse or registered domestic partner, grandparent; grandchild; or sibling.

Sick leave is not for “personal” absences not identified in the preceding paragraph, and may not be used during holidays, vacations, or for hours of work outside an employee’s regular schedule unless specifically authorized by HPA policy.

Sick leave is to be used in increments of no less than two (2) hours.

**Eligibility**

Effective immediately, all California field worker employees will be granted twenty-four (24) hours or three (3) days of sick leave to be used prior to December 31, 2015. Any sick leave unused as of December 31, 2015 cannot be carried over into 2016. Beginning on January 1, 2016, and each year thereafter, all employees will be granted a new balance of twenty-four (24) hours or three (3) days of sick leave annually at the outset of each calendar year. Within the first year of employment, paid sick leave accrues on a pro rata basis. Unused sick leave does not carry over from year to year and cannot be cashed out at the end of the year or upon an employee’s departure from HPA.

Eligible employees hired after September 1st, 2015 will be granted twenty-four (24) hours or three (3) days of sick leave upon hire. Thereafter, all employees will be granted a new balance of twenty-four (24) hours or three (3) days of sick leave annually at the outset of each calendar year. Unused sick leave does not carry over from year to year and cannot be cashed out at the end of the year or upon an employee’s departure from HPA.
Employees must have worked 30 days in the State of California (and excluding time worked in any other State) before being eligible to use paid sick leave. Additionally, Californian employees are not eligible to use paid sick leave until their 90th day of employment.

Notice Requirements

If foreseeable, an employee must provide reasonable advance notification to his or her supervisor or other Company representative of any absence from work for which you intend to use paid sick leave. If use of paid sick leave is unforeseeable, an employee must provide the notice to his or her supervisor or other Company representative of the need to use paid sick leave as soon as practicable.

When you return, you must immediately complete a time card or absence report documenting the use of sick time.

HPA reserves the right to request documentation of the qualifying use of sick time as permitted under applicable local or state law.

Integration with Other Benefits

It is your responsibility to apply for any applicable benefits for which you may be eligible as a result of the illness or disability, including California State Disability Insurance, workers’ compensation insurance, Paid Family Leave benefits and/or any other disability insurance benefits. Your sick leave benefits will be fully integrated with other benefits available to you such that at no time will you be paid more than your regular compensation.

You will not be compensated for unused sick leave at the end of your employment. Employees who terminate employment with HPA and are re-hired by HPA within one year will have their accrued but unused paid sick leave bank reinstated and be allowed immediate use.

Discrimination and Retaliation Prohibited

HPA prohibits discrimination and/or retaliation against employees who request or use sick leave for authorized circumstances protected by law or for making a complaint or informing a person about a suspected violation of the law. Likewise, HPA prohibits discrimination and/or retaliation for cooperating with officials in investigating claimed violations of the law, cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation, opposing any policy or practice that is prohibited by the law, or informing any person of his or her potential rights under the law.

TIME OFF FOR VOTING

Policy
This policy template only covers federal law. State requirements are coordinated and managed per location.

It is the policy of the company to encourage participation in public elections. If the Employee wishes to vote, but would not have time because of the Employee’s work schedule, the Employee may request time off for voting.

**Procedures**
The Employee may request time off for voting by submitting a request three (3) days in advance. Upon approval, the Employee will be given two (2) hours off to vote.

**JURY DUTY POLICY**
It is the policy of HPA to cooperate with local, state, and federal courts in allowing employees to serve on juries and as witnesses. HPA reserves the right to request that an employee be excused from his or her jury responsibilities when the anticipated time away would substantially interfere with the efficient operations of the department.

**Procedures**
If the Employee receives a summons to serve as a juror, he or she should fill out the Time off Request Form and attach the summons or subpoena. Submit the request to the Employee’s supervisor and General Manager.

When the jury duty leave cannot be granted, the request will be forwarded to HPA’S Human Resources Department who will prepare a letter to the courts requesting the time obligation be delayed due to business needs. The Employee must notify his supervisor each day the Employee is scheduled to report for jury duty.

Obtain a statement from the court confirming each day the Employee reports for jury duty, and turn that statement into the Employee’s immediate supervisor.

Report hours away from work under jury duty on the timesheet. If the Employee is not available at the end of the pay period, the Employee’s supervisor will complete the Employee’s timesheet. Payroll will later ask the Employee to verify the timesheet.

**Compensation**
Eligible employees will be paid their regular wages (including shift differential where applicable) or salary. Jury duty pay is only available for the maximum number of hours an employee is scheduled to work each day.

**Reporting for Work**
The Employee will be expected to report to work on any day that the Employee is excused from jury/witness duty and there are four (4) hours or more remaining in the Employee’s regular work schedule. Failure to report will result in loss of wages for that day.

Special arrangements will be made with second and third shift employees (such as dismissal prior to end of shift so employee has eight hours of rest prior to reporting for jury duty).

**WITNESS DUTY POLICY**

This policy is also applicable when an employee is called to serve as a witness. Employees will use the same jury duty code on the timesheet.

*This policy does not apply when the Employee appears in court as a defendant or when legal actions are initiated by the Employee for any reason.*

**FUNERAL / BEREAVEMENT LEAVE**

**Policy**

It is the policy of the company to grant funeral/bereavement leave to eligible employees. Salaried employees may take up to **three (3)** paid days off with management approval for the death of a:

- Spouse
- Son/daughter in-law
- Grandparent/in-law/step-grandparent
- Child/step-child
- Sibling/in-law/step-sibling
- Great grandparent/in-law/step-great grandparent
- Parent/in-law/step-parent
- Grandchild/step-grandchild
- Additional relatives as approved by management

Hourly field workers receive up to three (3) unpaid days off with management approval in the above circumstances.

**Procedures**

If the Employee requires leave under this policy, the Employee and their supervisor should agree on how much time will be necessary to be away from work.

**Immediate Family**

Notify the Employee’s supervisor of the anticipated time needed away from work via the time off request form, if possible. If the Employee is notified of the death while away from work, the Employee may notify the Employee’s supervisor by
telephone and complete this form upon returning.

**Not Immediate Family**

Notify the Employee’s supervisor of the anticipated time needed away from work via the time off request form, if possible. If the Employee is notified of the death while away from work, the Employee may notify the Employee’s supervisor by telephone and complete this form upon returning.

**Additional Information**

If the Employee is on vacation when a death in the immediate family occurs, the Employee will have the option to request a reclassification of vacation time to funeral leave. The Employee must notify the Employee’s supervisor, who will advise the General Manager.

The Employee may take additional time off either as paid vacation or time off without pay with management approval when extenuating circumstances exist (i.e., distance required to travel).

Regular employees who have surpassed the introductory period are eligible for this allowance.

**MILITARY LEAVE OF ABSENCE**

**Policy**

This policy template only covers federal law. State requirements are coordinated and managed per location.

It is the policy of the company to grant leaves of absence to certain eligible employees serving in the uniformed services, including but not limited to the United States Armed Forces or National Guard and Reserves, for periods of active service (including voluntary or involuntary service). It is also company policy to comply with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and any applicable state laws.

**Notification**

Notice of uniformed service and the need for leave must be given in writing to the General Manager at the earliest possible date, but must be given prior to the beginning of the service. This notification requirement also applies if the Employee serves in the National Guard and/or Reserves and will miss work for regular monthly training. National Guard and Reserve employees should provide notification of their monthly training schedule for the year as soon as it is available.

**Benefits**

HPA’s General Manager will determine and notify the Employee of the benefit rights in accordance with all applicable laws.

**Reinstatement**
The company will comply with all federal and state military and/or uniformed service leave laws and reinstate employees who have been on a uniformed service leave of absence in accordance with the requirements of such laws.
MILITARY SPOUSE AND FAMILY MEMBER LEAVE

Policy
This policy template only covers federal law. State requirements are coordinated and managed per location.

[NOTE: States may have leave laws for spouses or family members of those in the military which may cover employees who are not covered by the FMLA provisions].

It is the policy of HPA to provide leave for spouses or family members of those serving in the military in accordance with applicable state and federal laws.

Eligible employees include those covered by the military leave provisions of the Family and Medical Leave Act (FMLA) or those covered by state law.

Procedures
The time away from work is normally unpaid leave, but the employee may request, or the company may require, that the employee use vacation or other available paid time off during such absences, as long as this does not conflict with applicable state or federal laws.

FAMILY AND MEDICAL LEAVE

Policy
This policy template only covers federal law. State requirements are coordinated and managed per location.

It is the policy of HPA to provide family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA) and state law. If the Employee’s absence qualifies as FMLA leave under both state and federal laws, the Employee will use the Employee’s entitlement under each law at the same time, to the extent permitted by law. If one law’s provisions provide a greater benefit, the Employee will receive the greater benefit.

If the Employee is not eligible for FMLA leave, exhausts the Employee’s FMLA leave, or wishes to take leave for a purpose that does not qualify for FMLA, the Employee should consult HPA’s other leave policies to determine if other leave might be available. If Employee elects to participate in any HPA benefit plan that requires Employee to pay a portion or all of the premium, Employee remains responsible for such premium payment even when on FMLA or other leave. See Responsibility for Premium Payments section below.
Eligibility
To be eligible for FMLA leave, the Employee must have worked at least 12 months for the company, been employed for at least 1,250 hours during the 12 months preceding the commencement of leave, and must be employed at a worksite where at least 50 employees are employed within 75 miles of the worksite.

Under the FMLA, eligible employees may take up to 12 weeks of unpaid leave in the designated 12-month period for any of the following:

- For incapacity due to pregnancy, prenatal medical care, or child birth;
- To care for the Employee’s child after birth, or placement for adoption or foster care;
- To care for the Employee’s spouse, son or daughter, or parent, who has a serious health condition;
- For a serious health condition that makes the Employee unable to perform the Employee’s job; or for a qualifying exigency, as described below.

NOTE: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the Employee from performing the functions of the Employee’s job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three 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.

Eligible employees with a spouse, son, daughter, or parent on covered active duty (or who has been notified of an impending call or order to active duty) in the Armed Forces may use their 12-week leave entitlement to address certain qualifying exigencies, including deployment to a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An eligible employee may take up to 26 weeks of unpaid leave during any single 12-month period to care for the employee’s spouse, son, daughter, parent, or next of kin who is a covered military service member and incurred a serious injury or illness in the line of military duty, or who experienced the aggravation of an existing or pre-existing condition in the line of active duty. The 12-month period is measured forward from the date leave begins. A covered service member is a current member of the Armed Forces, including a member of the National Guard.
or Reserves. A serious injury or illness is one that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Covered service members also include veterans who began treatment, recuperation, or therapy for a serious injury or illness within five years after leaving the service. The serious injury or illness may have manifested before or after the individual became a veteran (such as Post Traumatic Stress Disorder).

The Employee does not need to use the Employee’s leave entitlement in one block. Leave may be taken intermittently or on a reduced leave schedule when medically necessary and otherwise compliant with FMLA or applicable state law. The Employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Benefits and Protections
During FMLA leave, the employer must maintain the Employee’s health coverage under any group health plan on the same terms as if the Employee had continued to work. Upon return from FMLA leave, the Employee must be restored to the Employee’s original or equivalent position with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of FMLA leave.

Procedures
The Employee will be informed whether the Employee is eligible under FMLA. The company must specify any information required and explain the Employee’s rights and responsibilities. If the Employee is not eligible, the employer must provide a reason for the ineligibility.

The Employee will be informed if leave will be designated as FMLA-protected and the amount of leave counted against the Employee’s leave entitlement. If the leave is not FMLA-protected, the Employee will be notified of that fact.

When to Request Leave
Where leave is foreseeable, the Employee should make a request for leave at least 30 days in advance. Foreseeable leave should be scheduled so that it does not unduly disrupt the employer's operations.

Where 30 days advance notice of the need for leave is not possible, the Employee must provide notice as soon as practicable and generally must comply with normal call-in procedures.

If the circumstances change such that the amount of leave needed changes, the
Employee should provide notice of the change within two business days.

Notifications and Certifications
When requesting leave, the Employee must provide sufficient information to permit a determination of whether the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. The Employee also must indicate if the requested leave is for a reason for which FMLA leave was previously taken or certified.

After requesting leave or indicating a need for leave, the Employee will be given a "Notice of Eligibility" and a "Rights and Responsibilities" notice explaining the Employee’s eligibility and expectations. The Employee may also be required to provide certification supporting the need for leave. The Employee will have 15 calendar days to return a complete and sufficient certification.

If the Employee is released for light duty work and offered a light duty job but refuses, any short-term disability benefits the Employee may be receiving may cease, depending on the terms of the plan. In such circumstances, the Employee’s entitlement to worker’s compensation benefits may be adversely impacted. However, the Employee may still use the Employee’s FMLA entitlement to unpaid leave.

If the Employee suffers a work-related injury that is covered under workers' compensation, and the Employee is eligible for family and medical leave, any absences due to the injury which also qualify for FMLA leave will be counted against the Employee’s FMLA leave entitlement.

Subject to the requirements of the Americans with Disabilities Act or other applicable laws, termination of employment may occur if the Employee fails to return from leave at the time the Employee’s certified period of leave ends (barring circumstances which require an extension of available leave) or if the Employee is found to have taken leave on a fraudulent basis.

If the Employee’s job evaluation date passes while on FMLA leave, the Employee will receive the performance evaluation upon return, and the results of the evaluation (such as pay raises) will be effective as of the date of return to work.

The Employee will not continue accruing vacation time or other PTO during unpaid FMLA leave. Such benefits will continue to accrue during any period of FMLA leave which is paid leave under HPA policy, consistent with HPA policy.

Additional Information
Reference the posted Federal FMLA Poster and State FMLA Requirements at the Employee’s facility. When operations are not officially closed due to emergency conditions, employees who fail to report to work will not be paid for time off.
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Pay During Leave
Generally, family and medical leave absences are unpaid, but the Employee may request to use paid leave (vacation, sick leave, PTO, etc.) while taking FMLA. The company reserves the right to require that the Employee use paid leave during FMLA leave. In order to use paid leave, the Employee must comply with normal paid leave policies.

The Employee may also be eligible for income replacement under a benefit program or other entitlement such as short-term disability or workers' compensation. If the Employee is receiving such benefits during FMLA leave, the Employee cannot be required to substitute company paid leave (vacation, PTO, etc.). However, where state law permits, the Employee and the company may agree to have paid leave supplement the disability plan benefits (i.e., where those benefits are less than the Employee’s regular wages or salary).

Returning to Work
The Employee will be reinstated to the same job or an equivalent position upon completion of FMLA leave, except where denial of restoration is permitted by the FMLA. If the Employee has exhausted all available leave and is still unable to return to work, the Employee no longer has any job restoration rights under FMLA. However, each situation will be reviewed on a case-by-case basis to determine whether the Employee may be eligible for rights and protections under other laws or company policies.

Fitness for Duty
When leave is taken for the Employee’s own serious health condition, the Employee is expected to return to work when released by a health care provider. The Employee will need to provide a Fitness for Duty certification before returning to work if this requirement was indicated in the Designation Notice. The Fitness for Duty certification must be signed by a health care provider.

WORKERS' COMPENSATION
The Employee is covered by HPA's Workers’ Compensation Program under the Mississippi, Texas, California, Washington, and Utah Workers' Compensation Act for any injury incurred on the job while performing the Employee’s duties. If the Employee is injured at or during work the Employee must report the injury immediately to the Employee’s supervisor. The Employee’s supervisor will direct the Employee to the appropriate clinic for treatment. If the severity of the Employee’s injury requires emergency attention, the Employee should go to the nearest hospital/emergency clinic.

The Employee should not use the Employee’s health insurance card, but instead state that the Employee is a "Workers' Compensation case." Subject to applicable law, the Employee should not change doctors without permission from the Employee’s
The Employee’s supervisor is responsible for completing the "Employer’s First Report of Injury or Illness" immediately after the Employee reports the Employee’s injury. Failure to follow this procedure may significantly delay other benefits, which the Employee may be due under the law.

HEALTH INSURANCE PROGRAM

Eligible Employees (See “Eligibility Guidelines for HPA’s Health Insurance Program” below) can enroll in HPA’s Health Insurance Program following the introductory period of employment or sixty (60) days of active employment. On or before becoming eligible for the Health Insurance Benefits, the Employee must complete the Health Insurance Application. Eligible Employees must complete all such paper work associated with the insurance application at least thirty (30) days prior to the effective date in order for the Finance Department to deduct and collect the Employee’s portion of the premiums. This is also referred to as the “waiting period” defined by the group Health Insurance Program. Collectively, the 90-day combined period is called the Probationary Period.

Health insurance benefits for eligible employees that choose to participate in these programs, becomes effective on the first day of the month following the sixty (60) day introductory period and the thirty (30) day waiting period as defined by the group Health Insurance Program.

If the Employee does not enroll in a Health Insurance Plan and complete all necessary paper prior to completing the introductory period or by day sixty (60) of active employment, the Employee ordinarily may not enroll until the next open enrollment period. Open enrollment normally occurs once each year.

Employee may obtain further information concerning eligibility for HPA’s Health Insurance Program, plan costs, benefits and other relevant information from the Human Resources Department.

Responsibility for Premium Payments

If Employee elects to participate in the HPA group health and dental insurance plan, the Employee’s share of the premiums due shall be withheld from Employee’s wages, subject to applicable law. For periods when the Employee is not working and therefore not receiving any wages, Employee is still required to make the necessary premium payments in order to maintain coverage. For periods in which the Employee does not have sufficient amounts withheld from wages to pay their agreed portion of the monthly premium, the following procedures shall apply:

1. HPA will issue a bill for the premium payment due fifteen (15) days prior to the payment’s due date via email to the Employee with instructions on how to make payment and the amount owing and due date. It is Employee’s
responsibility to ensure that HPA has a valid email address by which to contact Employee and provide the notices regarding premium payments.

2. If HPA has not received Employee’s premium by the due date, then an overdue notice will be issued as a final warning which gives Employee a further fifteen (15) days to make their premium payment or else HPA will notify the plan administrator of the non-payment and request removal of Employee from the plan.

3. If HPA has not received the full premium payment by the 15th day after the overdue notice was issued, then HPA will immediately proceed to notify the plan administrator of the non-payment and request removal of Employee from the plan, and will notify Employee when it has done so.

4. Once Employee has been removed from the plan, Employee will not be eligible to reapply for coverage until the next open enrolment period commencing the following July.

Benefits Continuation
The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and qualified beneficiaries the opportunity to continue health insurance coverage under HPA’s health care plan when a "qualifying event" occurs that would normally result in the loss of coverage. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee’s hours, a qualifying leave of absence, and an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the Employee or beneficiary pays the full cost of the premium at HPA’s group rates plus an administration fee. Eligible employees will be provided with a written notice describing rights granted under COBRA when the employee becomes eligible for HPA’s coverage and when a qualifying event occurs. If the qualifying event is a divorce, legal separation or dependent child who is no longer eligible for coverage, the Employee must notify HPA so that the necessary COBRA notice can be provided to the Employee or the Employee’s dependents.

CALIFORNIA SPECIFIC PROVISIONS
The following provisions apply only to employees performing services in California:

Accommodation for Adult Literacy Programs
HPA provides reasonable accommodation and assistance to an employee who reveals a literacy problem and requests assistance to enroll in an adult literacy education program unless doing so will result in an undue hardship to HPA's business operations. Examples of assistance include providing employees with
the location of local literacy programs and arranging for jobsite visits by literacy education providers.

Employees who wish to self-identify as an individual with a literacy problem and request an accommodation should contact the Human Resources Department at hrdirector@hpa-usa.com. The Company will take reasonable steps to safeguard the privacy of any employee who self-identifies. In addition, employees who are performing satisfactorily will not be subject to termination of employment because they have disclosed literacy problems.

While HPA encourages employees to improve their literacy skills, the Company will not reimburse employees for the costs incurred in attending a literacy program. Time off to attend literacy programs may be provided as a reasonable accommodation unless doing so will result in an undue hardship. However, if time off is provided, the time off may be unpaid. If time off is unpaid, employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

**Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking**

HPA will make reasonable accommodations for any employee who reports that he or she is the victim of domestic violence, sexual assault or stalking and requests that the Company accommodate his or her safety while at work, unless providing the accommodation will impose an undue hardship on the company's business operations or violates the company's duty to provide a safe and healthy working environment for all employees.

Reasonable accommodations may include, but are not limited to: a transfer; reassignment; modified work schedule; change in work telephone number; change in work station; installed lock; assistance in documenting domestic violence, sexual assault or stalking that occurs at the workplace; safety procedures; or other adjustment to a job structure, workplace facility or work requirement in response to a domestic violence, sexual assault or stalking or referral to a victim assistance organization.

Employees may also be entitled to a leave of absence under the company's Domestic Violence, Sexual Assault or Stalking Victim Leave policy and should consult that policy and/or Human Resources at hrdirector@hpa-usa.com for additional information.

The Company may request that an employee provide a written statement signed by the employee (or an individual acting on behalf of the employee) certifying that the requested accommodation is for the employee's safety while at work. The Company may also require an employee to provide a certification, such as police report, court order or documentation from a medical professional, that the
employee is the victim of domestic violence, sexual assault or stalking and may request recertification every six months.

Employees must notify the Company if their needs change or if they no longer need an accommodation.

The Company will keep all information submitted in connection with an employee's request for an accommodation confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or requests a reasonable accommodation in accordance with this policy.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative at hrdirector@hpa-usa.com.

Accommodation for Drug or Alcohol Treatment or Rehabilitation
HPA will attempt to reasonably accommodate employees with chemical dependencies (drugs or alcohol), if they voluntarily wish to seek treatment and/or rehabilitation, unless the accommodation imposes an undue hardship on the Company's business operations. The Company's support for treatment and rehabilitation does not obligate the Company to hire or employ any person who violates the Company's drug and alcohol abuse policy or who, because of current use of drugs or alcohol, is unable to perform his or her duties or cannot perform the duties in a manner that would not endanger his or her health or safety or the health or safety of others.

HPA will keep all information submitted in connection with an employee's enrollment in a drug or alcohol rehabilitation program confidential to the extent permissible by law. Time off for these purposes is unpaid. However, employees wishing to take such leave may utilize their sick leave or accrued paid time off, if applicable.

Employees who have questions about this policy or who wish to request a reasonable accommodation under this policy should contact their Human Resources representative at hrdirector@hpa-usa.com.
Pregnancy and Pregnancy-Related Disabilities Leave and Accommodation

Pregnancy Disability Leave

Any employee who is disabled by pregnancy, childbirth or a related medical condition (including medical conditions relating to lactation) is eligible for up to four months of pregnancy disability leave. If an employee is also eligible for leave under the federal Family and Medical Leave Act (Fed-FMLA), the Fed-FMLA leave and the pregnancy disability leave will run concurrently.

For purposes of this policy, employees are "disabled by pregnancy" when, in the opinion of their health care provider, they cannot work at all or are unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy or other persons as determined by a health care provider. The term "disabled" also applies to certain pregnancy-related conditions, such as severe morning sickness or the need to take time off for prenatal or postnatal care, bed rest, post-partum depression and the loss or end of pregnancy (among other pregnancy-related conditions that are considered to be disabling).

Reasonable Accommodation for Pregnancy-Related Disabilities

Any employee who is affected by pregnancy may also be eligible for a temporary transfer or another accommodation. Employees are "affected by pregnancy" if they are pregnant or have a related medical condition and their health care provider has certified that it is medically advisable for the employee to temporarily transfer or to receive some other accommodation.

The Company will provide a temporary transfer to a less-strenuous or -hazardous position or duties or other accommodation to an employee affected by pregnancy if:

- She requests a transfer or other accommodation;
- The request is based upon the certification of her health care provider as "medically advisable"; and
- The transfer or other requested accommodation can be reasonably accommodated pursuant to applicable law.

No additional position will be created, and the Company will not terminate another employee, transfer another employee with more seniority, or promote or transfer any employee who is not qualified to perform the new job as a part of the accommodation process.

Examples of reasonable accommodations include: (1) modifying work schedules to provide earlier or later hours; (2) modifying work duties, practices or policies; (3)
providing time off; (4) providing furniture (such as stools) and modifying equipment and devices; and (5) providing additional break time for lactation or trips to the restroom. If time off or a reduction in hours is granted as a reasonable accommodation, the Company will consider the reduced hours/time off as pregnancy disability leave and deduct those hours from an employee's four-month leave entitlement.

**Advance Notice and Medical Certification**

To be approved for a pregnancy disability leave of absence, a temporary transfer or other reasonable accommodation, employees must provide the Company with:

- 30 days' advance notice before the leave of absence, transfer or reasonable accommodation is to begin, if the need is foreseeable;
- As much notice as is practicable before the leave, transfer or reasonable accommodation when 30 days’ notice is not possible; and
- A signed medical certification from their health care provider that states that they are disabled due to pregnancy or that it is medically advisable for them to be temporarily transferred or to receive some other requested accommodation.

The Company may require employees to provide a new certification if they request an extension of time for their leave, transfer or other requested accommodation.

Failure to provide the Company with reasonable advance notice may result in the delay of leave, transfer or other requested accommodation.

**Duration**

The Company will provide employees with pregnancy disability leave for a period not to exceed four months. The four months is defined as the number of days (and hours) the employee would normally work within four calendar months or 17.33 work weeks. This leave may be taken intermittently or on a continuous basis, as certified by the employee's health care provider.

The Company may require an employee to temporarily transfer to an available alternative position to meet the medical need of the employee to take intermittent leave or work on a reduced schedule as certified by the employee's health care provider. The employee must be qualified for the alternative position, which will have an equivalent rate of pay and benefits, but not necessarily equivalent job duties.

Any temporary transfer or other reasonable accommodation provided to an employee affected by pregnancy will not reduce the amount of pregnancy disability leave time the employee has available to her unless the temporary transfer or other
reasonable accommodation involves a reduced work schedule or intermittent absences from work.

The length of the transfer will depend upon the employee’s physical condition before and after childbirth.

Benefits

The Company will maintain an employee's health insurance benefits during an employee's pregnancy disability leave for a period of up to four months (as defined above) on the same terms as they were provided prior to the leave time.

In some instances, the Company may recover premiums it paid to maintain health insurance benefits if an employee fails to return to work following her pregnancy disability leave for reasons other than taking additional leave afforded by law or Company policy or not returning due to circumstances beyond the employee’s control.

Integration With Other Benefits

Pregnancy disability leaves and accommodations that require employees to work a reduced work schedule or to take time off from work intermittently are unpaid. Employees may use their accrued vacation or other paid time off benefits during the unpaid leave of absence and must use their accrued sick leave, if applicable. However, use of sick, vacation or other PTO benefits will not extend the available leave of absence time. Sick, vacation and other PTO leave hours will not accrue during any unpaid portion of the leave of absence, and employees will not receive pay for official holidays that are observed during their leave of absence except during those periods when they are substituting vacation or sick leave for unpaid leave.

Any State Disability Insurance for which employees are eligible will be integrated with accrued vacation, sick leave or other PTO benefits so that they do not receive more than 100 percent of their regular pay.

Reinstatement

If the employee and the Company have agreed upon a definite date of return from the leave of absence or transfer, the employee will be reinstated on that date if she notifies the Company that she is able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after she notifies the Company of her readiness to return.

Before employees will be allowed to return to work in their regular job following a leave of absence or transfer, they must provide Human Resources at
hrdirector@hpa-usa.com with a certification from their health care provider that they can perform safely all of the essential duties of the position, with or without reasonable accommodation. If employees do not provide such a release prior to or upon reporting for work, they will be sent home until a release is provided. This time before the release is provided will be unpaid.

Employees will be returned to the same position upon the conclusion of their leave of absence or transfer unless the position ceases to exist. In cases where the employee's position no longer exists, the Company will provide a comparable position on the scheduled return date or within 60 calendar days of that return date. However, employees will not be entitled to any greater right to reinstatement than if they had not taken the leave.

To the extent required by law, some extensions beyond an employee's pregnancy disability leave entitlement may be granted when the leave is necessitated by an employee's injury, illness or "disability" as defined under the Americans with Disabilities Act and/or applicable state or local law.

The Company will not discriminate or retaliate against employees because they request or make use of leave, a transfer or other accommodations in accordance with this policy. This policy does not limit a pregnant employee's rights under any other policy or laws protecting gender, pregnancy and childbirth, or health conditions related to pregnancy or childbirth.

Employees who have questions about this policy or who wish to request leave, transfer or other reasonable accommodation under this policy should contact Human Resources at hrdirector@hpa-usa.com.

**Family Military Leave**

Employees may take up to 10 days of unpaid leave if they work an average of 20 or more hours per week and their spouse or registered domestic partner is on leave from deployment as a member of: (1) the Armed Forces of the United States deployed to an area of military conflict designated as a combat theater or combat zone by the President of the United States; or (2) the National Guard or Reserves deployed during a period of military conflict. For purposes of this policy "military conflict" includes "a period of war declared by the United States Congress" or a period of deployment for which a member of the Reserves is ordered to active duty either by the Governor or the President of the United States.

Employees must provide the Company with notice of their intention to take leave within two business days of receiving official notice that their spouse or registered domestic partner will be on leave from deployment. The Company may also request that employees submit written documentation certifying that their spouse or registered domestic partner will be on military leave from deployment during the time of the requested leave.
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Eligible employees may use all available accrued paid leave, such as vacation and paid time off, during a period of unpaid family military leave. Leave taken under this policy will not affect an employee's right to any other benefits.

The Company will not discriminate against, or tolerate discrimination against, any employee who requests and/or takes leave under this policy.

School or Child Care Activities Leave
An employee who is a parent to one or more children who are of the age to attend a licensed child care provider, kindergarten or grades one through 12 may take up to 40 hours of leave per school year to participate in any of the following:

- Finding, enrolling or reenrolling the child in a school or with a licensed child care provider;
- Participating in school or child care-related activities; or
- Addressing a child care provider or school emergency.

“Parent” includes parent, guardian, stepparent, foster parent, grandparent, and persons who stand in loco parentis (in place of a parent) to a child.

Time off for reasons other than a child care provider or school emergency is limited to eight hours per calendar month. Child care provider or school emergencies occur when the child cannot remain in school or with a child care provider due to one of the following:

- The school or child care provider has requested that the child be picked up or has an attendance policy (excluding planned holidays) that prohibits the child from attending or requires that the child be picked up from school or child care;
- Behavioral or discipline problems;
- Closure or unexpected unavailability of the school or child care provider (excluding planned holidays);
- A natural disaster (e.g., fire, earthquake or flood).

Employees wishing to take time off under this policy must provide reasonable notice to their supervisor or Human Resources at hrdirector@hpa-usa.com. The Company may require employees to provide documentation from the school or child care provider verifying that the employee participated in the school or childcare activity, including the date and time of the activity.

If both parents of a child work for HPA, only one parent - the first to provide notice
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- may take the time off, unless HPA approves both parents taking time off simultaneously.

Employees must substitute any existing vacation time or other accrued paid time off (PTO) for any part of this leave. Employees who do not have vacation time or PTO available will be allowed time off without pay.

School Discipline Leave
Employees who are the parent or custodial guardian of a child in kindergarten or grades one through 12 may take time off to attend a school conference involving the possible suspension of their child.

To be eligible for leave, the child must be living with the employee, and the employee must provide advance notice that his or her appearance at the school has been requested.

The Company may require employees to provide documentation, including a copy of the school’s notice or some other certification stating that the employee’s presence at the school is mandatory.

Employees wishing to take such leave may utilize their existing vacation time or other accrued paid time off.

School visits for other purposes may be covered under the Company's School or Day Care Activities Leave policy.

Bone Marrow Donor Leave
Eligible employees who undergo a medically necessary procedure to donate bone marrow to another person will be provided with five workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her leave. Employees may take leave in one or more periods, as long as the leave does not exceed five days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, the remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the
California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on bone marrow donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on bone marrow donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking bone marrow donor leave in accordance with this policy.

Organ Donor Leave
Eligible employees who undergo a medically necessary procedure to donate an organ to another person will be provided with up to 30 workdays off in any one-year period, without a loss in pay. For purposes of this policy, a "one-year period" is 12 consecutive months from the date the employee begins his or her leave. Employees may take leave in one or more periods, as long as the leave does not exceed 30 days in any one-year period.

Employees are eligible for leave if they have worked for the Company for at least 90 continuous days prior to the start of their leave.

Employees who seek leave under this policy must provide verification from a physician detailing the purpose and length of leave, including the medical necessity for the donation.

Employees must use all available accrued sick, vacation or paid time off (PTO) concurrently with this time off. If an employee does not have enough earned sick, vacation or PTO time to cover the leave period, then any remaining days of leave will be paid by the Company. Use of this leave will not be counted against any available leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), if applicable. Leave under this policy is also not considered a break in service for purposes of, salary adjustments, sick leave, vacation, PTO, annual leave or seniority.

While on organ donor leave, the Company will maintain all group health insurance benefits as if the employee was still at work. In most circumstances, upon return from this leave, an employee will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits and other employment terms and conditions.
conditions. However, an employee has no greater right to reinstatement than if he or she did not take a leave. For example, if an employee on organ donor leave would have been laid off had he or she not taken a leave, or if the employee's job is eliminated during the leave and no equivalent or comparable job is available, then the employee would not be entitled to reinstatement.

The Company will not retaliate or tolerate retaliation against any employee for requesting or taking organ donor leave in accordance with this policy.

**Military Leave**

In addition to the federal protections included in the Company’s Handbook, employees in California who serve in the military are entitled to the rights and protections set forth in the California Military and Veteran’s Code. Employees who are members of the National Guard or United States Reserve will be granted a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises and special exercises or like activities. This leave is not to exceed 17 calendar days annually, including time involved in going to and returning from such duty. Collateral benefits will not be restricted or terminated because of an employee's temporary incapacity as a result of the employee's duty in the National Guard or Naval Militia, if the employee is ordered to duty or training for 52 weeks or less. Similarly, employees who are members of the state Military Reserve will be granted a temporary leave of absence without pay while engaged in military duty for purposes of military training, drills, unit training assemblies or similar inactive duty training. This leave is not to exceed 15 calendar days annually, including time involved in going to and returning from that duty.

Employees who are members of California's National Guard or the National Guards of other states will be entitled to reinstatement upon return from a military leave for active service, so long as certain conditions are met. Employees returning from leave who were full-time employees will be restored to the same position or to a position of similar seniority, status and pay unless the employer’s circumstances have so changed as to make it impossible or unreasonable to do so and part-time employees will be restored to the same position or to a position of similar seniority, status and pay, if any exists, so long as:

- The employee is an officer or enlisted member of the National Guard of any state;
- The employee was called to active duty by the Governor of the state in which he or she serves in the National Guard or by the President of the United States;
- The employee received a certificate of satisfactory service in the National Guard;
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- The employee is still qualified to perform the duties of the position;
- If the employee left a full-time position, he or she made application for reemployment within 40 days of being released from service; if the employee left part-time employment, he or she made application for reemployment within five days of being released from service; and
- The employee's position was not temporary.

For one year following reemployment, the Company will not discharge the employee without cause.

The Company will not discriminate against members of the military or naval services of California or the United States.

Emergency Responder Leave

The Company will not terminate or discipline any employee who is a volunteer firefighter, reserve peace officer or emergency rescue personnel because the employee takes time off to perform emergency duty or engages in fire, law enforcement or emergency rescue training. In the event you need to take time off for this type of emergency duty, please alert your supervisor or Human Resources at hrdirector@hpa-usa.com before leaving the company's premises.

A "volunteer firefighter" includes any person registered as a volunteer member of a regularly organized fire department of a city, county, city and county or district having official recognition of the government of the city, county or district in which the department is located; or a regularly organized fire department of an unincorporated town.

"Emergency rescue personnel" includes any volunteer or paid officers, employees, or members of a fire department or fire protection or firefighting agency who perform first aid and medical services, rescue procedures and transportation or other related activities necessary to insure the health or safety of a person in immediate danger. Such personnel include those who work for the: (1) federal or state government; (2) city, county, city and county and district or other public or municipal corporation or political subdivision of this state; (3) sheriff's department, police department or private fire department; or (4) disaster medical response entity sponsored or requested by the state.

Civil Air Patrol Leave

The Company will not terminate or discriminate against an employee who is a volunteer member of the Civil Air Patrol or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission. Additionally, the Company will not retaliate against an employee for requesting or taking Civil Air Patrol leave in accordance with this policy.
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The Company will provide eligible employees with up to 10 days per year of leave, but no more than three days at a time, unless the emergency is extended by the entity in charge of the operation and the Company approves the extension. To be eligible for leave, employees must have been employed by the Company for at least 90 days immediately preceding the start of the leave, and must be duly directed and authorized by a political entity that has the authority to authorize an emergency operational mission of the California Wing of the Civil Air Patrol.

Employees must request leave with as much notice as possible. The Company may require certification from the proper Civil Air Patrol authority to verify an employee’s eligibility for leave. The Company may deny leave if the employee fails to provide the required certification.

Leave taken under this policy is unpaid except that exempt employees will be paid when required by applicable law. Employees will not be required to exhaust accrued vacation or sick leave or any other type of accrued leave prior to taking unpaid civil air patrol leave, but may choose to use such benefits during leave to receive pay.

Following leave, an employee must return to work as soon as practicable and must provide evidence of the satisfactory completion of Civil Air Patrol service. If the employee complies with these requirements, the employee will be restored to his or her prior position without loss of status, pay or other benefits.

Domestic Violence, Sexual Assault or Stalking Victim Leave
HPA will provide time off to any employee who is a victim of domestic violence, sexual assault or stalking so that the employee may obtain or attempt to obtain relief and to help ensure the health, safety or welfare of the employee or the employee’s child. "Relief" includes, but is not limited to, a temporary restraining order, restraining order or other injunctive relief. Employees should give the Company reasonable notice of the need for leave, unless advance notice is not feasible. The Company also may require the employee to provide written verification of the need for the time off, such as a police report, court order or documentation from a medical professional.

Additionally, an employee who is a victim of domestic violence, sexual assault or stalking may take time off for any of the following reasons: (1) to seek medical attention for injuries caused by domestic violence, sexual assault or stalking; (2) to obtain services from a domestic violence shelter, program or rape crisis center; (3) to obtain psychological counseling; and (4) to participate in safety planning and to take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

If the reason for the leave is also covered by the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leave pursuant to
this policy and FMLA/CFRA will run concurrently. Therefore, the length of leave is limited to that provided under the FMLA and CFRA. For example, an employee is not entitled to time off due to reasons in this policy if he or she has already exhausted the maximum 12 weeks of leave under the FMLA/CFRA.

Employees may use accrued paid time off, such as vacation time, in order to receive compensation during the leave of absence.

Employees may also be entitled to a reasonable accommodation under the Company's Accommodation for Victims of Domestic Violence, Sexual Assault or Stalking policy and should consult that policy and/or Human Resources at hrdirector@hpa-usa.com for additional information.

The Company will keep all information submitted in connection with an employee's request for leave confidential to the extent permissible by law. If the law requires disclosure of information, the Company will notify the employee before any information is released.

The Company will not discriminate, harass or retaliate against any employee because the individual is, or is perceived to be, a victim of domestic violence, sexual assault or stalking or takes or requests leave in accordance with this policy.

Employees who have questions about this policy or who wish to request a leave of absence under this policy should contact their Human Resources representative at hrdirector@hpa-usa.com.

Crime Victim Leave for Certain Felonies
HPA prohibits discrimination against an employee who wishes to take time off from work to attend judicial proceedings related to certain violent, serious or theft/embezzlement related felonies committed against the employee, the employee's immediate family member, the employee's registered domestic partner or a child of the employee's registered domestic partner.

"Immediate family member" is defined as an employee's spouse, child, stepchild, brother, stepbrother, sister, stepsister, mother, stepmother, father or stepfather.

Before an employee may be absent from work to attend a judicial proceeding, the employee must give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice, unless advance notice is not feasible. When advance notice is not feasible or an unscheduled absence occurs, the employee must provide within reasonable time documentation evidencing the judicial proceeding from (1) the court or government agency setting the hearing; (2) the district attorney or prosecuting attorney's office; or (3) the victim/witness office that is advocating on behalf of the victim.
Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Leave To Attend Court Proceedings for Serious Crimes
HPA prohibits discrimination against an employee who is a victim of certain serious criminal offenses and wishes to take time off to appear in court to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, or post-conviction release decision or any proceeding in which a right of the victim is at issue.

A "victim" means any employee who suffers direct or threatened physical, psychological or financial harm as a result of the commission or attempted commission of a serious criminal offense. The term "victim" also includes the employee's spouse, registered domestic partner, parent, child, sibling or guardian.

Before employees may take time off under this policy, they must provide the Company with reasonable advance notice of their intention to take time off, unless the advance notice is not feasible. If an employee must take an unscheduled absence due to victimization from a serious criminal offense, the employee must provide the Company with a certification within a reasonable time. The types of certification to account for an unscheduled absence include: a police report indicating the employee was a victim of one of the specified serious criminal offenses; a court order protecting or separating the employee from the perpetrator of one or more of the specified offenses, or other evidence from the court or prosecuting attorney that the employee has appeared in court; or documentation from a medical professional, domestic violence counselor or advocate for victims of sexual assault, health care provider or counselor that the employee was undergoing treatment for physical or mental injuries resulting in victimization from one of the specific serious criminal offenses.

Confidentiality of the situation, including an employee's request for the time off, will be maintained to the greatest extent possible.

Employees may use accrued benefits, such as vacation time or sick leave, in order to receive compensation during the time taken off from work.

Election Officer Leave
The Company will not terminate, suspend or otherwise discriminate against employees who miss work to serve as an election officer on Election Day.

Time off under this policy will be unpaid.
The Company asks that employees provide reasonable advance notice of the need for time off to serve as an election official, so that the time off can be scheduled to minimize disruption to normal work schedules.

Proof of having served as an election official may be required.

**EMPLOYEE BENEFITS**

**Family Leave Insurance**
Employees may be eligible for up to six weeks of state-provided paid family leave (PFL) insurance benefits when they take time off for one of the following purposes:

- To bond with a child during the first 12 months after the child's birth or after the placement of a child for adoption or foster care with the employee; or
- To care for an immediate family member (spouse, registered domestic partner, child, parent, grandparent, grandchild, sibling and parent-in-law defined by the PFL law) who is seriously ill and requires care.

The PFL benefits described in this policy are a state-provided partial wage replacement benefit, not a protected leave of absence. To obtain approval for a leave of absence for the reasons set forth above, employees must contact their supervisor or Human Resources at hrdirector@hpa-usa.com and comply with applicable eligibility, notice, and certification requirements when required by state or federal law.

**Amount and Duration of Benefits**

The weekly benefit amount is approximately 55 percent of the employee's earnings and is subject to a state-imposed cap. Employees may receive up to six weeks of PFL benefits during a 12-month period, but may not receive more benefits than earned in wages during the base period for calculating benefits (generally, the 12 months prior to the quarter in which the claim is made).

Employees will be subject to a seven-day waiting period before being able to receive PFL benefits. The first week of vacation or paid time off (PTO) will be applied to the waiting period. The waiting period does not apply to new mothers transitioning from state disability insurance benefits to PFL benefits.

When applicable, PFL benefits will run concurrently with leave time available under the California Family Rights Act and the federal Family and Medical Leave Act. Employees may use any accrued but unused sick leave prior to receiving PFL benefits. Employees are required to use any accrued but unused vacation or PTO, up to a maximum of two weeks prior to receiving PFL benefits. Employees may choose to use accrued but unused paid time in excess of two weeks.
WASHINGTON STATE SPECIFIC PROVISIONS

The following provisions apply only to employees performing services in Washington:

**Washington State Family Care Act Leave**

In accordance with Washington’s Family Care Act (WFCA), employees may use their choice of earned sick leave or other earned paid time off (e.g., vacation, PTO, personal days) to care for a child of the employee with a health condition that requires treatment or supervision or to care for a spouse, state-registered domestic partner, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

When using paid time off for these purposes, the employee must comply with those terms of the applicable leave policy that they do not conflict with the WFCA.

For purposes of this policy, the following definitions apply:

“Child”—a biological, adopted or foster child; a stepchild; a legal ward; or a child of a person standing in loco parentis who is: (1) under 18 years of age; or (2) 18 years of age or older and incapable of self-care because of a mental or physical disability;

“Parent”—a biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;

A “health condition that requires treatment or supervision” (for which an employee may use paid leave to care for his or her child)—any medical condition requiring treatment or medication that the child cannot self-administer, any medical or mental health condition that would endanger the child’s safety or recovery without the presence of a parent or guardian, and any condition warranting treatment or preventive health care that a parent must be present to authorize and when sick leave may otherwise be used for the employee’s preventive health care.

A “serious health condition” (for which an employee may use paid leave to care for an adult family member)—an illness, injury, impairment or physical or mental condition that involves: (1) any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice or residential medical care facility, and any period of incapacity or subsequent treatment or recovery in connection with such inpatient care; or (2) continuing treatment by or under the supervision of a health care provider or a provider of health care services and that includes any...
period of incapacity (i.e., inability to work, attend school or perform other regular daily activities).

An “emergency condition” (for which an employee may use paid leave to care for an adult family member)—a health condition that is a sudden, generally unexpected occurrence or set of circumstances related to one’s health, which demands immediate action and is typically very short term in nature.

HPA may require certification or verification from a health care provider.

HPA will not terminate, demote, discipline or otherwise retaliate or discriminate against an employee for requesting or taking time off in accordance with this policy.

For further information or to request leave under this policy, contact a Human Resources representative.

**Washington State Pregnancy Disability Leave**

Employees will be given a leave of absence for periods of sickness or temporary disability due to pregnancy or childbirth. Leave will be allowed for the entire period of pregnancy or childbirth-related disability and will be provided under the same terms and conditions as leave for other temporary disabilities.

The Company may require that a licensed health care provider certify the actual period of disability.

Pregnancy leave is for the period of disability *only*, and not for childrearing after the disability ends. Leave provided under this policy will be in addition to leave available, if applicable, under the Washington Family Leave Act.

Upon return, an employee who takes leave in accordance with this policy will be reinstated to the same or a similar position with equal pay, unless the Company is unable to reinstate the employee for reasons related to business necessity.

**OTHER WASHINGTON STATE LEAVES**

**Military Family Leave**

Employees who work 20 or more hours per week and have a spouse (including same-sex spouses and state-registered domestic partners) who is a member of the state military or the armed forces of the United States, National Guard or reserves may take family military leave if, during a period of military conflict, the employee’s spouse is notified of an impending call or order to active duty or is deployed.

Eligible employees will be allowed up to 15 days of leave per deployment, to be taken after the employee’s spouse has been notified of an impending call or order.
to active duty and before deployment or when the spouse is on leave from deployment. Employees may not use leave after the deployment has ended. Employees are not required to use leave on a day when they are not scheduled to work. In addition, employees may split their 15 day leave between different periods of time (pre-deployment or while the service member is on leave during deployment). The total number of days of leave however, cannot exceed 15 days per deployment.

Employees must give the Company advance notice of the intent to take leave within five business days of receiving official notice of the impending call or order to active duty, or of the spouse's leave from deployment. Employees may use any available accrued paid leave or take the leave as unpaid time off. Employees will be allowed to continue available group health benefits at their own expense.

Upon return from leave, employees will be restored to his or her prior position.

Employees should contact Human Resources if they have any questions about this policy.

Victims of Domestic Violence
Employees who are the victim of domestic violence, sexual assault or stalking, or whose family member is the victim of domestic violence, sexual assault or stalking, may take reasonable leave from work to:

- Seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members;
- Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking;
- Attend to health care treatment for a victim who is the employee's family member;
- Obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
- Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
Participate in safety planning, temporarily or permanently relocate or take other actions to increase the employee's safety or the safety of the employee's family members from future domestic violence, sexual assault or stalking.

For purposes of this policy, a “family member” includes a child (including a biological, adopted, foster, or step child, legal ward or child for whom the employee stands in loco parentis, or in the place of a parent), spouse (including state-registered domestic partners and same-sex spouses), parent, parent-in-law, grandparent or person with whom the employee has a dating relationship.

When possible, employees must give the Company notice of their intention to take leave for these purposes at least 14 days in advance. When advance notice is not possible because of an emergency or unforeseen circumstances due to domestic violence, sexual assault or stalking, an employee or someone on the employee’s behalf must give notice no later than the end of the first day the employee takes leave.

The Company may require verification that the employee or family member is a victim of domestic violence, sexual assault or stalking and that the leave is being taken for one of the purposes described above. Verification may be provided by written statement confirming these facts or by other appropriate documentation, such as a police report or court order, and must be provided in a timely manner.

Employees will not be required to provide additional information beyond this required verification, or information that would compromise the safety of the employee or his or her family member. Except as otherwise required or permitted by law, the Company will maintain the confidentiality of all information employees provide regarding this leave, including the fact that the employee or a family member is a victim or that the employee has requested leave for these purposes.

When taking leave under this policy, an employee may choose to use any available HPA-provided paid time off. Otherwise, leave will be unpaid. Leave may be taken intermittently, on a reduced work schedule or in a single block of time, as the circumstances warrant. During the leave, the Company will maintain any health insurance coverage being provided in the same manner as if the employee had not taken leave.

The leave must be reasonable in duration, which will be determined by management and the affected employee, based upon the circumstances.

Upon return from leave under this policy, an employee will be reinstated to the position held prior to taking leave or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, subject to certain exceptions as provided under Washington law.
Management System

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The Company will not terminate, threaten to terminate, demote or otherwise discriminate or retaliate against an employee because the employee requests or takes leave in accordance with this policy.

Civil Air Patrol Leave
Employees who are members of the Washington wing of the Civil Air Patrol may take time off, without pay, to provide services as part of an emergency service operation. For purposes of this policy, an “emergency service operation” refers to:

- A search and rescue mission designated by the air force rescue coordination center;
- Disaster relief, when requested by the Federal Emergency Management Agency (FEMA) or the Department of Homeland Security (DHS);
- Humanitarian services, when requested by the FEMA or DHS;
- United States air force support designated by the first air force; and
- Counterdrug missions.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Emergency Responder Leave
Employees who are volunteer firefighters or reserve officers will be allowed time off to respond to a fire alarm or an emergency call that occurred prior to the time the employee is scheduled to report to work. For purposes of this policy, a “volunteer firefighter” is one who is not paid, is not already at work when called to serve as a volunteer, and has been ordered to remain at his or her position by the commanding authority at the scene of the fire.

Employees may be asked to provide verification that leave was taken for a purpose allowed under this policy.

Time off will be without pay except that exempt employees will receive pay when required by applicable law.
USEFUL LINKS

Virtual Office: CLICK HERE! http://www.hpa-usa.com/content/virtual-office


Feedback: CLICK HERE! http://forms.igtnetworks.com/form/32122025012

Contact HR: CLICK HERE! http://forms.igtnetworks.com/form/32940510014

EMPLOYEE ELECTRONIC CONFIRMATION

Click the icon below after reading the employee handbook to:

1. To confirm the Employee has read and understood the policies of Hydroprocessing Associates LLC.

2. The Employee is aware of the location and the web address of the employee handbook.