



Employee Handbook



PETTIGREW
& ASSOCIATES PA

ENGINEERING | SURVEYING | CONSTRUCTION SERVICES

DEFINING QUALITY SINCE 1965

DISCLAIMER STATEMENT

This handbook has been prepared to help you become familiar with your new employer and to make your transition smooth and effective. **The adoption of this employee handbook is entirely voluntary on the part of the Company and shall not be construed as creating a contractual relationship between the Company and any employee. It is neither a contract nor an agreement of employment for a definite period of time;** rather, it is a summary of Company policies, work rules, and benefits you enjoy as an employee.

From time to time, conditions or circumstances may require management to change, amend, or delete some of the policies and benefits contained in this handbook. The provisions and guidelines of this handbook may also be subject to change in accordance with applicable federal, state, or local law. When such changes are made, management, of course, will notify you of the new or revised policy.

The contents of this handbook are presented as a matter of information only. None of the benefits or policies in this handbook are intended by reason of their publication to confer any rights or privileges upon you or to entitle you to remain employed by the Company. While we hope that your employment with the Company will be long-lasting, employees are free to resign at any time, just as the Company is free to terminate your employment at any time.

This issue of the employee handbook supersedes all previous issues and any other previously-issued employee policy.

This Company is an Equal Employment Opportunity Employer.

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Receipt For Employee Handbook



Message from the President & CEO

We welcome you to Pettigrew & Associates, P.A. You are part of an organization that serves and represents one of New Mexico's major professions. By making the decision to join Pettigrew & Associates P.A., you have elected to become a part of an engineering, surveying and construction services company continually well-known and respected throughout our region.

We pride ourselves in having a company of highly-motivated people, committed to good client service, and working together as a team. In order to assure our continued growth and success, we continually strive to attract and retain talented and resourceful individuals of the highest ethical and moral character. We believe that people want to meet high standards. Our record of success and growth is attributed to our employees meeting this challenge. In addition, this company's success is only possible when employees trust their own leadership and engage fully in the company mission.

This Handbook is intended to answer questions, clarify and give definition to specific areas regarding the day-to-day operations of Pettigrew & Associates, P.A (also referred to as "P&A" and the "Company"). It is designed to be a positive tool and to aid you in your job with P&A. We are proud of our reputation and the success of our Company, and we feel very strongly that these were achieved because of the devotion, loyalty, and the talent of our employees. Every job is important and we depend on you. No matter what your job is, others depend on you. Ours is a team effort.

Please understand that this handbook cannot anticipate every situation or answer every question about employment. It is not an employment contract. The Company reserves the right to change or revise policies and procedures whenever such action is warranted.

You are requested to read your handbook carefully and keep it for future reference. If you should have any questions concerning the policies or benefits outlined in this booklet, please ask a member of management about them, as they will be glad to help you.

As always, it is a pleasure to welcome new members to the "Pettigrew family" and extend a heart-felt thanks to those individuals who have helped make Pettigrew & Associates, P.A. the great organization it is today. We appreciate the on-going contributions you make.

Debra Hicks
President & CEO



MISSION STATEMENT

P&A was founded on the principle of teamwork and a desire on the part of those working here to make the business the best it can be. We must constantly strive to provide our clients with the highest quality work product at the most valuable price, while consistently maintaining a higher level of client service than any of our competitors. We are committed to being a positive contributor to our employees, our clients and our community.



CREED

Our goal is to achieve a position of respect and integrity as a technologically advanced, quality oriented firm. We are wholly committed and dedicated to the highest of ethical standards. Our integrity is based upon honesty, perseverance and professionalism.

We achieve these goals by devoting our energy within P&A towards sharing a loving, prideful, fault-free, learning environment with a genuine respect for each individual as an integral part of the whole.

PRE-EMPLOYMENT POLICIES

As a condition of employment with P&A, any or all of the following may be required.

COMPANY RECRUITMENT

P&A aggressively recruits to attract top caliber individuals to all levels of the organization. Company positions may be filled by either transfer or promotion of existing employees or by new employees who are recruited or apply. Recruitment may be conducted through advertising, employment agencies, schools, employee referrals, or technical and trade referrals. Supervisor/managers will consider the most appropriate method of recruitment for filling departmental positions. All recruitment shall be conducted in an ethical, professional and non-discriminatory manner.

The most qualified employee will be selected on merit, with due attention to experience, educational, technical, cognitive ability, and personality qualifications required for the position.

EMPLOYEE SELECTION AND DEVELOPMENT

The employment requisitions, initiated by the supervisor/manager, will define the job-related tasks and qualifications necessary to assume the position. The defined tasks and stated qualifications will be the basis for screening applications. The supervisor/manager will conduct structured initial interviews limited to job-related questions to assess each candidate's experience, demonstrated ability and training. The telephone may be used for these initial interviews.

Recruiting is only one part of continued employee development, which is a five-part process designed to help retain good workers. The employment development process includes: recruiting, interviewing, hiring, training, and evaluation.

EMPLOYMENT APPLICATIONS

P&A relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. **Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Company's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.**

INFORMATION VERIFICATION

P&A understands that success is the result of the quality and caliber of its employees. P&A may require, as a condition of employment that all applicants consent to and authorize a pre-employment verification of their background, including information submitted on their application or resume.

The release and authorization shall remain in effect so long as the person is an employee of P&A. P&A may at any time during employment conduct a verification of education, previous employment/work history, credit history, personal references, motor vehicle records, conduct drug testing and receive any criminal history record information pertaining to an employee which may be in the files of any Federal, State, or Local criminal justice agency, and verify any other information provided by the applicant/employee or by third persons regarding the applicant/employee.

Consistent with these practices, job applicants or employees may be asked to sign certain authorization and release forms.

LEGAL WORK STATUS

The Immigration Reform and Control Act of 1986 requires that all employees hired by the Company

provide documentation proving that they have a legal right to work in the United States.

In compliance with this Act, all job offers extended to successful applicants are made contingent upon the receipt of the required documentation and completion of Form I-9. Only those successful applicants who provide the required documentation and complete Form I-9 will be permitted to begin work. Employees will be required to furnish this information no later than first day of employment.

EQUAL OPPORTUNITY STATEMENT

P&A's goal is to recruit, hire, and maintain a qualified, diverse workforce. Equal employment opportunity is not only good business, it is the law and applies to all areas of employments, including recruitment, selection hiring, training, transfer, promotion, termination, compensation, and benefits. P&A does not discriminate in its employment decisions on the basis of sex, race, religion, color, national origin, genetic information, pregnancy, sexual orientation, gender identity, age, physical or mental disability, or past, present, or future service in the Uniformed Services of the United States, or on any other basis that would be in violation of any applicable federal, state, or local law.

EMPLOYEES WITH DISABILITIES OR WHO ARE PREGNANT

NON-DISCRIMINATION

P&A will fully comply with all requirements of the Americans with Disabilities Act as Amended (ADAAA) and the Pregnancy Discrimination Act (PDA).

It is the Company's policy not to discriminate against qualified individuals with disabilities or who are pregnant and to provide reasonable accommodations as required by law to otherwise qualified applicants or employees with disabilities or pregnancy-related impairments in all employment practices, including job application procedures, hiring, advancement, job assignments, leaves of absence, transfers, layoffs, demotions, discipline, discharge, compensation, fringe benefits and job training. Employment opportunities will not be denied to an otherwise qualified applicant or employee because of the need to make a reasonable accommodation to the physical, mental, or pregnancy-related impairment(s) of such individual.

A "disability" with respect to an applicant or employee is: (1) a physical or mental impairment that substantially limits one or more of the major life activities of such individual, (2) a record of such an impairment, or (3) being regarded as having such an impairment.

REASONABLE ACCOMMODATION

It is the Company's intention to hire, employ or promote the best qualified candidate for a job, regardless of whether the individual is disabled or pregnant. When requested by an otherwise qualified applicant or employee with a disability or pregnancy-related impairment to do so, the Company is prepared to modify or adjust the job application process or the job or work environment to make "reasonable accommodation" to the known physical or mental limitations of the applicant or employee to enable the applicant or employee to be considered for the position they desire, to perform the essential functions of the position in question, or to enjoy equal benefits and privileges of employment as are enjoyed by other similarly situated associates without disabilities, unless the accommodation would impose an "undue hardship" on the operation of the Company's business.

Reasonable accommodation may include the following:

- Modifying an individual employee's job duties by reassigning, reallocating, or redistributing non-essential, marginal job functions (job restructuring, light duty, etc.).
- Modifying the employee's work schedule.

- Modifying the work flow and/or procedures affecting the employee's work shift.
- More frequent or longer breaks.
- Time off to recover from childbirth.
- Acquisition or modification of equipment.
- Temporary transfer to a less strenuous or hazardous position.

REQUEST FOR ACCOMMODATION

Employees in need of accommodation for workplace accessibility or usability, to perform essential job duties, to participate in Company-sponsored programs and activities, or who need alternative accessible formats for Company communications, or emergency treatment or emergency evacuation assistance, should make a written request of such needs to management.

In the written request, the employee with a disability or pregnancy-related impairment should identify the difficulties the employee is experiencing and propose their suggestions for any potential accommodations the Company might make that would enable them to perform the essential functions of the job. Management will meet with the employee in an "interactive process" to discuss the employee's suggestions for accommodations to allow the employee to perform the essential functions of the job.

An employee who identifies themselves as having a disability or pregnancy-related impairment and requests reasonable accommodation may be required to provide documentation, including medical records, sufficient to establish the existence of the claimed physical or mental impairment and the need for accommodation. Management may make such a request when the need for an accommodation is not obvious or when otherwise appropriate.

Reasonable accommodation does not negate the requirement of good job performance, successful completion of assigned training, adherence to Company work rules, and adherence to supervisory instructions.

ACCOMMODATION TRANSFERS

An employee who can no longer perform the essential functions of their current position because of a disability or pregnancy-related impairment, with or without accommodation, will be placed on a lateral basis in an existing (or soon to be) vacancy for which they are qualified and can perform the essential job duties, with or without accommodation. Accommodation transfers will be considered before vacancies are made available for other employees or applicants.

If no such vacancy exists, the employee may be placed in an existing (or soon to be) vacancy on successively lower levels for which they are qualified and can perform the essential job functions, with or without accommodation. An employee with a disability or pregnancy-related impairment who is reassigned to a lower graded position as an accommodation will receive the wages of the lower graded position.

Employees in need of an accommodation transfer will be considered for promotional opportunities along with other internal candidates without priority or preference.

SEPARATION OF EMPLOYMENT

An employee may be terminated if (1) the Company is unable to provide reasonable accommodation for the employee in the current job assignment without causing undue hardship to the Company; (2) the Company is unable to provide reasonable accommodation for the employee in a transfer to a new job assignment without causing undue hardship to the Company; or (3) the employee refuses reasonable accommodation in the current job assignment or transfer to a new job assignment.

EMPLOYMENT WITH PETTIGREW

DEFINITION OF EMPLOYMENT

It is the intent of P&A to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will at any time is retained by both the employee and P&A. P&A will classify employees according to the following definitions:

Regular Full-Time Employee

Employment involving at least 40 hours per week, 52 weeks per year, after a designated introductory period. Generally, they are eligible for the Company's full benefits, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time Employee

Employment less than 40 hours per week, or as designated by management. Part-time employees are not eligible for any Company benefits, except those mandated by federal or state law, such as the Affordable Care Act. Under the Affordable Care Act, part-time employees working at least 30 hours per week will be eligible for group health insurance.

Temporary Time Employee

Includes all employees in a position or job established for a specific period such as student employment, etc. Temporary time employees are not eligible for any Company benefits, except those mandated by federal or state law.

In addition, employee job status will be further classified as either “**nonexempt**” or “**exempt**” from federal and state wage and hour laws.

Nonexempt Employee

Full-time Employees who are required to be paid overtime at the rate of time and one half (i.e. one and one-half times) their regular rate of pay for all hours worked beyond 40 hours in a workweek, in accordance with applicable federal wage and hour laws.

Exempt Employee

Full-time Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond 40 hours in a workweek. Executives, professional employees, supervisors and certain employees in administrative positions are typically exempt.

The employee's classification will be explained to the employee upon hire.

DRESS CODE

We strive to be known as an organization where employees enjoy their work environment while creating extraordinary results. P&A strongly believes that if an employee is more comfortable working in casual clothing, they will be more productive. Even so, the way we dress for work is a visible indicator of our judgment and commitment to our client. We want to make sure our clothes are sending an appropriate message. Dress Code guidelines are outlined in P&A's Dress Code Policy.

WORK SCHEDULE

The official workweek for all employees at P&A begins at 12:00 a.m. Saturday and ends at 11:59 p.m. the following Friday. The normal office hours are 7:00 a.m. to 5:00 p.m., Monday through Friday. However, to enable some departments to function more efficiently, it may be necessary for management to alter the normal working hours. Changes in work schedules will be announced as far in advance as practicable. The workweek of the Company is based on 45 hours. Though the normal scheduled hours may be less than 40, no overtime will be paid unless actual working time exceeds 40 hours per week.

Office personnel generally work nine hours per day. Field personnel generally work nine to ten hours per day. Work hours and work days vary per position and project scheduling. Your particular work schedule will depend on your job and the department you are assigned. Management will explain your work schedule to you which will be established and documented. Hours may be changed to meet the needs of our clients. Overtime, in any department, must be approved in advance by management. It is very critical to P&A's successful operations that all employees maintain an acceptable level of attendance and on-time arrival for work.

All Construction Services personnel will be available to work on weekends. A weekend schedule will be provided. If you have personal plans for a specific weekend, you must fill out a time off request form no later than the week before the weekend you are requesting. If time off request is approved and employee is scheduled to work on the weekend, the employee is responsible for finding their replacement. On weekends when the lab does not have scheduled jobs or work pending, you will be notified by Friday afternoon.

Summer hours may be established from Memorial Day to Labor Day.

From time to time, unforeseen circumstances may affect our hours of operation; i.e., weather. The general rule of operation is: if the Company is open, all employees are expected to report for work based on their normal schedule. Any expectations or deviations from this policy will be handled at the time of the occurrence at the discretion of management.

EMPLOYEE REMOTE WORK POLICY

PURPOSE

Our Employee Remote Work Policy outlines our guidelines for employees who work from a location other than our offices. We want to ensure both employees and our company will benefit from these arrangements.

POLICY

Remote working is a permanent or temporary agreement between Pettigrew & Associates, P.A. and Employee to work from a non-office location for more than three days.

Working from home for a maximum of 2 days or working from home certain days a week on a recurring basis are situations covered by our work from home policy.

SCOPE

This policy applies to employees whose primary work location is not at one of our designated office locations.

REMOTE WORKING AGREEMENT

- Employee may work remotely on a permanent or temporary basis.
- The primary working address will be specified in the Remote Working Agreement.
- This agreement will also outline responsibilities as remote employees.
- Eligible employees are those who have been employed by our company for at least 3 years.
- Office-based employees may also revert to permanent remote working in cases of relocation. Executive Team will assess employee eligibility on a case-by-case basis.
- Employees seeking to work remotely may obtain a form from HR and submit form through Supervisor for Executive determination.

GOALS – KEY RESULT AREA

Employees and Supervisors will determine long term and short-term goals for working remotely. Regular weekly meeting will be established to discuss progress.

COMPLIANCE WITH POLICIES

Our remote employees must adhere to our company policies. Examples of applicable policies include:

- Attendance
- Social Media
- Confidentiality
- Data Protection
- Employee Code of Conduct
- Anti-discrimination/Equal Opportunity
- Dress Code when meeting with customers or partners.

COMPENSATION AND BENEFITS

Compensation is determined by job role. Health insurance, PTO and other individual or group benefits are not altered by a remote working agreement.

EQUIPMENT TOOLS OF TRADE

We will provide our remote employees with equipment essential to their job duties, such as laptops, headsets and cell phones (when applicable.) We will install VPN and company-required software when employees receive their equipment. We will not provide secondary equipment (e.g., printers and monitors)

Equipment we provide is company property. Employees must keep equipment safe and avoid any misuse. Specifically, employees must:

- Keep their equipment password protected.

- Store equipment in a safe and clean space when not in use.
- Follow all data encryption, protection standards and settings.
- Refrain from downloading suspicious, unauthorized or illegal software.

Executive Team will discuss insurance needs with employees. Employees may have to include the cost of company equipment in their homeowner's insurance policy. Pettigrew & Associates, P.A. may reimburse a portion of the coverage when applicable.

WORK FROM HOME POLICY

PURPOSE

Our Work from Home Policy ensures working from home is beneficial to our employees and company.

POLICY

Employees work from home or telecommute when they complete their work at a place located outside of our company's premises.

SCOPE

This policy applies to all our employees who are allowed to work from home. Employees are allowed to work from home only if their job duties permit. For example, people who are obliged to come in direct physical contact with customers are not eligible to telecommute under this policy. But employees who carry out most of their work on a computer can occasionally work off-site.

WORKING FROM HOME AGREEMENT

- Work from home arrangements can be occasional or temporary.
- Circumstances for consideration of telecommuting include but are not limited to:
 - Parenting
 - Bad weather
 - Emergencies
 - Medical reasons
 - Additional circumstances may be considered by supervisor.

WORK FROM HOME DETERMINATION

Both employee(s) and supervisor(s) will consider these elements before asking/approving work from home:

- Is the employee eligible by nature of their job?
- Are there any cybersecurity and data privacy concerns?
- Will collaboration with the employee's team become difficult?
- Do employees have the necessary equipment or software installed at home?
- What are the conditions of employee's home or alternative place of work (distractions, noise,

internet connection, etc.)

COMPLIANCE WITH POLICIES

When employees plan to work from home, this procedure must be followed:

- Employees file a request through email at least two days in advance before start of work.
- Their supervisor must approve their request considering all elements mentioned above.
- If the work from home arrangement spans for more than a week, supervisors and team members should meet to discuss details and set specific goals, schedules and deadlines.

Employees who need to work from home for unforeseen reasons (e.g. illness or temporary difficult commute) should file their request as soon as possible, so supervisors can consider and approve it.

COMPENSATION AND BENEFITS

Usually, work from home arrangements don't affect employees' employment terms. If working from home has any effect on compensation and benefits, then HR is responsible to work with supervisor(s) to address.

BREAKS

P&A allows all employees to take an unpaid one-hour lunch break each day, unless a change is required, and approved by their supervisor.

Additionally, employees will be allowed a 15-minute paid break twice a day. Times for breaks are dependent upon current workload, but must not interfere with the productivity of fellow co-workers. These paid breaks are provided for your relaxation and refreshment.

FIELD EMPLOYEES:

Field assigned employees' work hours and schedule will be determined by supervisor.

BREAKS FOR NURSING MOTHERS:

Employees who are nursing mothers are provided with unpaid breaks as often as needed to express breast milk for the employee's nursing child. A private place (other than the bathroom) which is shielded from view and free from intrusion from co-workers and the public is provided for this purpose.

TIME RECORDS

All employees are responsible for ensuring their time is promptly completed and submitted to Accounting for completion of payroll. Any falsification or unauthorized alteration of your time is grounds for discipline, up to and including termination.

It is the policy of P&A to comply with applicable laws that require records of the hours worked to be maintained by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable) and of the accrued leave time you have taken, and to ensure that you are paid in a timely manner, you must complete the following procedures.

NONEXEMPT EMPLOYEES: Due to the necessity of recording time for accounting purposes, it is necessary to record your time on a P&A official time record form.

LAB PERSONNEL: Lab Personnel are required to fill out daily timesheets and are due at end of each workday. Hours worked including details of tasks completed should be recorded on the daily time sheet or in a daily diary. Do not wait until the cutoff date to record your time.

FIELD PERSONNEL: Field Personnel are required to fill out Daily Job Charge Sheets and are due at end of each workday. Hours worked including details of tasks completed should be recorded on the Daily Job Charge Sheets or in a daily diary. Do not wait until the cutoff date to record your time.

OFFICE PERSONNEL: Office Personnel are required to complete time worked electronically and are due at the end of the workweek.

EXEMPT EMPLOYEES: Exempt Employees are required to complete time worked electronically and are due at the end of the workweek.

Timesheets reflect each employee's billable time to a specific job. Therefore, each employee is responsible for ensuring their time sheets are complete, accurate, and submitted on time.

Each employee is responsible for accuracy of project information. Please be accurate in describing the task performed to ensure coding and billing is complete and accurate. Please ensure actual hours worked and leave time taken are recorded accurately.

Falsification of a time record is a breach of P&A policy and is grounds for disciplinary action, including termination.

EXPENSE REIMBURSEMENT

P&A will reimburse employees for approved expenses incurred on behalf of P&A. Expenses should be listed on an Expense Report and turned in to Accounting by the end of the workweek (Friday). Company credit cards will be issued as necessary at the discretion of Management. Credit card receipts should be turned in on a weekly basis to Accounting or upon return to the office.

BUSINESS TRAVEL

Travel must be overnight in order for meals and incidentals to be reimbursed.

LODGING/HOTEL ACCOMMODATION

In general, arrangements will be made by P&A for lodging accommodations. Costs incurred for lodging will be paid by the Company.

P&A will arrange all travel accommodation for the employee/s through Company's account.

MEALS AND INCIDENTALS

- ◆ **Exempt Employees:** P&A will reimburse employees for meals and incidentals incurred while traveling on business. Expenses should be listed on an expense report and turned in to Accounting on a weekly basis or upon return to the office. Corporate Credit Cards are allowed to be used for meals when traveling on business for exempt employees.

- ◆ **Nonexempt Employees:** P&A will issue Per Diem to nonexempt employees for meals and incidentals incurred while traveling on business. Expenses should be listed on an expense report and turned in to Accounting on a weekly basis or upon return to the office.

COMPANY VEHICLES

P&A will provide a Company vehicle for business travel.

In the event that the Company provides a carpool and an employee elects to take an additional Company/personal vehicle the fuel costs will be the responsibility of the employee.

If company vehicle is not available, employees may use their vehicles on official Company business. A mileage rate which is determined by the company will be paid to an employee who uses their personal vehicle on official Company business. Mileage logs should be given to the Accounting Department within 10 business days of being incurred.

Minimum insurance requirements as specified by the Company's insurance carrier must be in effect at the time the employee's personal vehicle is used and the employee may be required to provide the appropriate proof of insurance.

PERSONAL PHONE CALLS

PERSONAL CELL PHONES:

To avoid any unnecessary distractions, personal cell phone usage should be limited to emergency calls.

COMPANY CELL PHONES:

P&A cell phones should not be used for personal reasons. Working time is defined as all time when an employee is supposed to be engaged in performing work tasks, but it does not include meal times, breaks, or other specified periods during the workday when the employee is not properly engaged in performing their work tasks. Incoming and outgoing personal phone calls are acceptable within reason. Management will determine if Company cell phones are being abused.

P&A requires the safe use of its cellular telephones by employees while conducting business. The employee should not use the cellular telephone while driving because of safety concerns but should instead pull over or stop before receiving a cellular telephone call. P&A does not permit employees to drive while using a hand-held cellular telephone without the use of a hands-free device.

PERSONAL INFORMATION UPDATE

When you became an employee, you completed a form supplying us with the information we must know about you. This information was transferred to confidential files (personnel file and medical file) that are the Company's factual pictures of you as an individual. Keeping these records correct and up-to-date is important to you because it enables the Company to reach you in an emergency, forward your mail, properly maintain your insurance and other benefits, and compute your payroll deductions, etc.

Employees are expected to update their records by notifying HR promptly of changes in the following:

- Address and telephone/contact number.
- Marital status.
- Name

- Beneficiary or dependents listed in your insurance policies and profit-sharing/retirement plan.
- Number of dependents for Withholding Tax purposes.
- Person to notify in case of accidents or illness.
- Driver's License Number or driving restrictions (if driving Company vehicles).
- Military status.

In addition, you should give notification about the completion of training or education courses so that you may receive proper consideration as better job opportunities arise throughout the Company.

Employee files are held with strict confidentiality and only authorized personnel through Human Resources (HR) will have access in a need-to-know basis.

HOLIDAYS

Pettigrew & Associates recognizes the following designated holidays:

- New Year's Day (*January 1*)
- Memorial Day (*Last Monday in May*)
- Independence Day (*July 4*)
- Labor Day (*1st Monday in September*)
- Thanksgiving Day (*4th Thursday in November*)
- Day after Thanksgiving
- Christmas Day (*December 25*)

The holiday schedule may change if any of the designated holidays fall on a Saturday or Sunday. HR will notify employees of the holiday schedule. P&A also recognizes the need to service our clients. Employees may be requested to work on a Company-observed holiday; should schedules dictate.

Holidays will be paid to eligible full-time employees in accordance with the PTO and EIB Policy.

ATTENDANCE, ABSENTEEISM, AND TARDINESS

ATTENDANCE:

P&A counts on each employee's attendance and expects regular attendance during work hours. Frequent absences and/or tardiness lower productivity and are a disturbance to other employees. When an employee did not report for work, someone else must do the job adding burden to other employees. Consequently, employees are expected to keep regular attendance. Employees are expected to on time, begin work promptly at their scheduled start time and to continue until their scheduled quitting time.

Violation in the attendance provisions is subject to disciplinary action up to and including termination.

ABSENTEEISM:

Absence is any time an employee is scheduled for work but unable to report without notifying the supervisor. This does not include approved time off for vacation, holiday, or personal days. Absences are paid as Paid Time Off (PTO) days and will be charged against your available hours that have accrued for these absences.

Employee must personally notify their supervisor by telephone to inform the reason for not reporting to work and probable duration of absence at least one hour before normal reporting time. If the employee cannot contact employee's supervisor, the employee must personally notify management. Voice messages or messages via a co-worker are not acceptable. Any employee

who is on an unapproved absence for three or more days due to illness or injury will be required to submit a written doctor's release in order to return to work.

P&A defines absenteeism as two or more occurrences of unexcused absences per quarter for a total of eight occurrences per year. An occurrence may cover consecutive absent days when an employee is out for the same reason. The employee receives a written warning (which becomes part of their personnel record).

If an employee is absent any one day without notifying P&A, the employee is subject to disciplinary action up to and including termination. If an employee is absent without notifying P&A for two consecutive days, they are considered to have voluntarily ended employment for reason of job abandonment.

TARDINESS:

Tardiness definitions are as follows:

- Arriving late to the assigned work station, lab station, or the job site based on your scheduled start working time
- Or taking more than the required duration of meal or break periods without approval from the supervisor

Excessive tardiness is when you are late more than three times within any 60-day period. Attendance and tardiness will be routinely checked by the supervisor.

Unsatisfactory attendance, reporting late or quitting early is grounds for disciplinary action, including termination.

If employee is unable to report to work on time, employee must personally notify the supervisor by telephone. If employee is not able to contact the supervisor, the employee must personally notify management. Voice messages or messages via a co-worker are not acceptable.

COMPENSATION AND BENEFITS

PAY PERIODS

Paychecks for all employees are available every other Friday for the previous two workweeks. Employees are paid through direct deposit of funds at their bank of choice. If a payday falls on a holiday, pay will be direct-deposited the previous working day.

PAYROLL DEDUCTIONS

We are required to deduct from your pay your federal and state withholding taxes (your income tax). These deducted amounts are turned over to the appropriate treasuries, and you are given credit for it on employee's income tax at the end of the year, shown on your Form W-2. If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to payroll. Each year you will receive a W-2 showing your total earnings for the year and the amount of taxes withheld.

Social Security and Medicare taxes will be deducted from your paycheck at the rate established by law, as well as other employee-authorized deductions. The Company pays an equal amount in Social

Security and Medicare contributions on your behalf, up to the legally-mandated maximums. Any other deductions (i.e., health insurance, uniforms, loans, advances, etc.) must be authorized by you, in writing, before they can be deducted through payroll.

OVERTIME POLICY

Overtime policies are determined by the Federal Wage and Hour law. Time and one-half (1-1/2) is paid for hours worked over 40 in a seven-day period. Any overtime hours worked must be approved by employee's supervisor in advance. Salaried employees do not receive overtime compensation.

PAY PROCEDURE UPON TERMINATION

Should you terminate employment with P&A within one year of any certification and licensing, you will be obligated to reimburse P&A for any expenses and fees paid on behalf of employee to obtain certification or licensure. The amount due to P&A will be calculated on a prorated basis for the number of months short of a year (based on a 12-month period calculated to the nearest whole month). Should an employee terminate employment with P&A any time prior to employee's one year employment anniversary, the employee will be obligated to reimburse P&A for any expenses paid by P&A for continuing education, certifications, professional memberships, dues, and hotel expenses relating directly to the items mentioned. The amount due to P&A will be calculated on a prorated basis for the number of months short of a year (based on a 12-month period calculated to the nearest whole month). Repayment will be deducted from the employee's salary or other compensation promised by P&A upon employee's written authorization, or by personal reimbursement on the day of departure. Failure to satisfy the agreement, thereby causing legal action on the part of P&A to enforce the employee's obligation, all legal costs incurred will be included as a portion of the amount due to P&A by the employee.

BENEFITS

P&A makes contributions on your behalf to federal and state insurance programs. While required by law, these insurance programs are a very real part of your fringe benefits program:

- **SOCIAL SECURITY (FICA) INSURANCE:**
 - Retirement Allowance Benefits
 - Disability Benefits
 - Survivor Benefits
 - Medical (Medicare) Benefits
- **UNEMPLOYMENT INSURANCE:**
 - Weekly income protection provided by the State.

- **WORKMAN'S COMPENSATION INSURANCE:**

These are benefits paid to you for injuries that occur while at work. Premiums are paid by P&A. Accidents must be reported immediately or the accident may not be considered as industrial, and benefits will not be paid.

BENEFITS ELIGIBILITY

For the first 60 days of employment, employees are eligible for those benefits that are required by law, such as workers' compensation insurance and social security. Full-time employees who have

completed the first 60 days of employment are eligible for the full range of benefits as indicated in the summary benefit plan documents and as outlined in the Handbook.

PAID TIME OFF (PTO) and EXTENDED ILLNESS BANK (EIB)

The Company recognizes the importance of time away from the work place for personal reasons, including recreation, rest, celebration and health. The benefits of PTO are that it promotes a flexible approach to time off by combining vacation, sick and personal leave. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

PERFORMANCE GUIDE:

The Company provides Paid Time Off (PTO), Extended Illness Bank (EIB), and Floating Holiday time to eligible full-time employees for periods of time away from work with pay. PTO and EIB benefit time encompasses traditional vacation, holiday, and sick time.

Floating Holiday time is an effort to comply with the U.S. Government's regulations for federal contracts. All full-time employees will receive 24 hours annually to be used as floating holidays. Employees wishing to observe federal holidays that may differ from standard Company holidays may use their floating holiday bank for this purpose. Employees who do not wish to use their floating holiday time to observe the set federal holidays may use their hours in the same way they would use Paid Time Off (PTO). The standard Company holiday schedule of 56 hours per year remains unchanged.

An employee must receive approval from their supervisor to use accrued PTO, EIB, or Floating Holidays.

Availability of PTO, EIB, or Floating Holidays time does not override the application of the Company's Attendance Policy which is designed to help ensure a dependable and consistent workforce. Employees could be disciplined or even terminated under the Company Attendance Policy even though they still have accrued PTO, EIB, or Floating Holidays available.

DEFINITIONS:

Employees are eligible for PTO hours based on length of continuous service and employment status as defined below:

- **Full-Time Status:** An employee so designated by the facility and who is normally scheduled to work 80 hours per bi-weekly pay period.
- **Part-Time Status:** An employee so designated by the Company and who is normally scheduled to work less than 80 hours per bi-weekly pay period.
- **Eligible Status:** An employee in a full-time status.
- **Continuous Service:** Completed years with no break in employment longer than 90 days with the Company. Credit for prior continuous service with the Company will be given for purposes of this policy as deemed appropriate by the Officers of the Company.

ACCRUALS:

PTO and EIB accruals begin with the employee's first two-week pay period.

Employees will remain incurring PTO and EIB hours as long as being paid regular time and/or

under paid leave of Absence (PTO, EIB or Sick leave), hence, accrual cease during unpaid periods such as Leave of Absence without pay.

PTO and EIB hours accrued in a given pay period will not be available for use until the following pay period.

Regular full-time employees will accumulate PTO and EIB based on the following schedule. Exceptions to this schedule may be authorized only by the Officers of the Company.

Years of Continuous Service	Annualized PTO Accrual (Hours)	PTO Accrual Per Pay Period	Maximum PTO Accrual (Hours)	Annualized EIB Accrual (Hours)	EIB Accrual Per Pay Period	Maximum EIB Accrual (Hours)
Level 1 0 – 4 years	152	5.846	228	40	1.53	40
Level 2 5 years	192	7.385	288	40	1.53	40
Level 3 10 years	232	8.923	348	40	1.53	40
Level 4 15 years	272	10.462	408	40	1.53	40
Level 5 20 years	312	12.000	468	40	1.53	40
Level 6 25 years	352	13.538	528	40	1.53	40
Level 7 30 years	392	15.077	588	40	1.53	40

FLOATING HOLIDAY ACCRUAL SCHEDULE:

Twenty-four (24) hours will be loaded into all eligible employees' floating holiday banks on the first day of each year.

If an employee is hired after the observance of Washington's Birthday, they will receive 16 hours in their floating holiday bank in order to have enough time for the remaining federal holidays not observed by Pettigrew & Associates.

If an employee is hired after Columbus Day, they will receive eight hours in their floating holiday bank.

If an employee is hired after Veteran's Day, they will not receive any time in their floating holiday bank until the first day of the following year.

Floating holiday hours will not roll over to the following year. Employees are encouraged to use the hours in their floating holiday banks before the end of each calendar year in order not to lose them.

Use of floating holidays is subject to the same approval process as use of PTO.

MAXIMUM ACCRUALS:

PTO benefits may be accrued to a maximum number of hours as defined in the PTO Accrual Chart (listed above). When the maximum is reached, further accumulations stop until PTO time is either used or taken during cash-out options.

EIB benefits may accrue to a maximum of 40 hours. When the maximum is reached, further accumulations stop until the balance falls below 40 hours.

PTO USAGE:

Accrued PTO benefits are available for use by nonexempt employees in quarter-hour increments. Accrued PTO benefits for exempt employees are full-day increments, except in the case of PTO cash-out.

Employees are responsible for requesting PTO in advance. PTO time not scheduled in advance may be counted as an absence occurrence. Supervisors should give approval or disapproval to the employee as soon as possible upon receiving the request.

The operational needs of the department are primary in determining approval of PTO requests. To schedule planned PTO, employees should request in advance from their supervisors. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. The responsibility for scheduling PTO and for approving or denying PTO requests rests with the management. When reviewing requests for PTO, supervisors will consider scheduling needs and the order in which the request was received at the same time, the length of continuous service may be considered.

PTO benefits must be credited prior to use. "Negative balances" are not allowed.

PTO may be utilized in lieu of regularly scheduled workdays, not exceeding eight hours per day. Time worked in excess of an employee's regular schedule will not affect utilization of previously scheduled PTO.

Example 1: An employee works 40 hours in a week, Saturday through Thursday. The employee requests to take eight hours of PTO on Friday.

Example 2: An employee is scheduled to work 32 hours in the current week, Saturday through Thursday and take Friday as a PTO day. Due to departmental needs, the employee is scheduled to work an additional eight-hour day on Saturday. The employee finished the week with 40 hours of regular hours and eight hours of PTO. The eight hours of PTO above the routinely scheduled hours are permitted, since the PTO hours were previously scheduled.

In the event of an absence due to low work volume or closure of an office/business operation, an hourly employee generally may choose to utilize PTO or be absent without pay. However, a supervisor may, as warranted by budgetary constraints, disallow the employee's choice in the matter.

Upon termination of employment, the last day worked will be the effective date of the termination. PTO hours accrued but not taken at the time of termination will not be applied to the last day worked when determining benefit coverage, except retirement.

PTO CASH-OUT OPTION:

Employees with one year of service may “cash-out” PTO hours twice during any 12-month period. The cash-out rate is 75%. Full-time employees may cash out up to 80 hours of PTO per cash-out and must retain a minimum balance of 80 hours.

PTO cash-out is requested on a personnel action request and requires a Company Officer’s approval. Approved requests should be forwarded to the Accounting Department for processing.

EXTENDED ILLNESS BANK (EIB) USAGE:

- EIB may be used after the employee has been off work due to personal or immediate family (defined below) illness for one scheduled workday (paid by PTO or taken as unpaid) per occurrence.
- EIB usage for family illness is limited to 24 hours per occurrence (a continuous episode that is uninterrupted by a full-day return to work).
- For purposes of this policy, immediate family is considered to be the following:
 - **By Blood:** Parent, child, grandparent, grandchild, brother, sister, half-sister, or half-brother.
 - **By Marriage:** Current spouse, stepparent, stepchild, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
 - **By Legal Adoption or Guardianship:** Child or parent.
 - Any other relative of the employee or their spouse living in the employee’s home.
- An employee is eligible to use EIB immediately without a waiting period in the following circumstances:
 - Absence due to a personal work-related injury (not a family member’s injury).
 - Absence due to the hospitalization of the employee in an inpatient facility.
 - In special cases, additional use of accrued EIB may be authorized only by the Officers of the Company.

USAGE AND PAYMENT OF PTO AND EIB:

PTO, EIB, and Floating Holiday benefits are paid at base pay, exclusive of overtime.

The PTO balance of an employee is paid out at 100% upon termination of employment. EIB and Floating Holiday balances are not cash-redeemable at termination or retirement.

A terminating employee may use PTO during the notice period subject to approval by the supervisor.

ENFORCEMENT:

Employees are required to provide complete and correct information when PTO, EIB, and Floating Holiday usage is requested and to keep the supervisor informed of changes in circumstances which may affect the basis on which the PTO and EIB was authorized.

The Company may require a physician's statement, in accordance with applicable state law, as necessary to validate the eligibility for EIB.

FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

ESTABLISHING ELIGIBILITY FOR LEAVE:

Employees who have at least 12 months of total service, and who have worked at least 1250 hours during the preceding 12-months immediately preceding the commencement date of the leave, who work at a P&A location where at least 50 employees are working within a 75-mile radius, will be granted a total of up to 12 weeks' unpaid leave under the Family and Medical Leave Act (FMLA).

The amount of FMLA leave available to the employee is determined by examining the amount of FMLA leave taken in the preceding 12-month period, measured backward from the date an employee uses any FMLA leave. This is referred to as the "rolling 12-month period" method of calculation.

ESTABLISHING LEAVE ELIGIBILITY:

- Due to the birth of a child of the employee and in order to care for the newborn child.
- Due to the placement of a child with the employee for adoption or foster care.
- In order to care for the employee's spouse, child or parent who has a serious health condition.
- Because of the employee's serious health condition which makes the employee unable to perform the functions of their current position.
- Because an immediate family member (spouse, child, or parent) is called to active duty in the Uniformed Services of the United States.
- In order to care for a "recovering active duty service member" (spouse, child, parent, or nearest blood relative). (Up to 26 weeks in a single 12-month period)

APPLICATION FOR LEAVE/ADVANCE NOTICE:

An employee requesting FMLA leave must provide Pettigrew & Associates, P.A. with at least 30 days advance notice before leave is to begin, if the need for the leave is foreseeable. If the need for leave is unforeseeable, notice must be given as soon as practicable.

TREATMENT SCHEDULES:

When planning medical treatment, you should consult with your supervisor/manager and make a reasonable effort to schedule the leave so as not to disrupt unduly the Company's operations, subject to the approval of the health care provider.

MEDICAL CERTIFICATION:

P&A may require that an employee's request for leave to care for the employee's seriously-ill spouse, child, or parent, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, be supported by a certification issued by the health care provider of the employee or of the employee's ill family member. The Company will give written notice of a requirement for medical certification and will allow 15 calendar days to do so.

If both spouses are employees of P&A, they will be entitled to an annual combined total of 12 weeks' leave for birth, adoption, foster placement, or to care for a seriously ill parent. However, each is still entitled to the difference between the amount of leave they have individually taken for those purposes and the amount of leave (up to 12 weeks) needed for their own, their spouse's or their child's serious health condition.

GROUP HEALTHCARE PREMIUMS:

Group health plan benefits will be continued on the same basis as coverage would have been provided if the employee had been continuously employed during the leave period. Therefore, the share of health plan premiums that you had been paying prior to leave must continue to be paid by you during the leave period. If premiums are raised or lowered, you would be required to pay the new premium rates.

BENEFITS DURING LEAVE:

Length of service and other benefits will not accrue during the unpaid portion of the leave, but length of service and other **unused** benefits accrued prior to the leave will be fully credited and available upon return from leave.

All accrued paid time off benefits must be exhausted prior to using leave without pay. FMLA will run concurrently with Workers' Compensation benefits.

INTENT TO RETURN TO WORK:

Pettigrew & Associates, P.A. require employees to contact HR two weeks prior with their intent to return to work.

ABILITY (INABILITY) TO RETURN TO WORK:

As a condition of restoring an employee whose leave was occasioned by the employee's own serious health condition that made the employee unable to perform their job, the Company requires all employees who take leave for these conditions to obtain and present certification from their health care provider that the employee is able to resume work in the employee's former position or in an equivalent position.

FAILURE TO RETURN FROM LEAVE:

If an employee fails to return to their scheduled work after an FMLA leave, employment will be considered voluntarily terminated as of the first scheduled workday the employee misses following the expiration of their approved leave. If the employee is covered by P&A's group health insurance, they will become eligible for conversion rights at that time, according to policy provisions.

DOMESTIC VIOLENCE LEAVE

In accordance with New Mexico law, employees are entitled to leave of absence where the employee or a family or household member (as defined in the law) has been subject to domestic violence. Employees may take up to 14 working days of intermittent, paid or unpaid leave, in increments of up to eight hours in a day for Domestic Violence Leave in any calendar year.

Employees may take Domestic Violence Leave for the following reasons:

- To obtain a court order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials;
- To consult with attorneys or district attorneys' victim advocates; or

- To attend court proceedings related to the domestic abuse of the employee or an employee's family member (a minor child of the employee or a person for whom the employee is a legal guardian).

Unless there is imminent danger to the employee's health or safety or to the health or safety of an employee's family or household member, the employee must provide advance notice of their need for leave. In such case of emergency, notice may be provided within 24 hours of the leave and may be provided by either a family member or a professional assisting the employee. The Company may require verification of the need for domestic abuse leave, and, if so, the employee must provide one of the following forms of verification in a timely manner:

- A police report indicating that the employee or a family member was a victim of domestic abuse;
- A copy of a protection order or other court evidence, but such document does not constitute a waiver of confidentiality or privilege between the employee and the employee's advocate or attorney; or
- The written statement of an attorney representing the employee, a district attorney's victim advocate, a law enforcement official or a prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear in court in connection with an incident of domestic abuse.

Employees may use accrued Paid Time Off (PTO), if available, or unpaid leave time. To the extent permitted by law, the Company will not withhold pay, health insurance coverage, or other benefits accrued by the employee, nor take such leave time into consideration in calculating eligibility for benefits. No retaliation will be taken against any employee for engaging in the protected activity of taking domestic abuse leave.

The Company will keep all information pertaining to this leave confidential to the extent required by law.

EMPLOYEE'S RETURN TO WORK

PURPOSE:

Pettigrew & Associates, P.A. strives to assist employees to return to work at the earliest possible date following an injury or illness. However, this policy is not intended to supersede or modify the procedures applicable to employees eligible for reasonable accommodation or covered under the Americans with Disabilities Act as Amended (ADAAA) or leave benefits under the Family and Medical Leave Act (FMLA).

Inquiries about the ADAAA or FMLA should be directed to the human resource department (HR).

ELIGIBILITY:

The policy applies to all eligible employees and will be followed whenever appropriate.

TRANSITIONAL WORK:

Pettigrew & Associates, P.A. defines "transitional work" as temporary, modified work assignments within the worker's physical abilities, knowledge and skills.

When possible, transitional positions will be made available to injured workers to minimize or eliminate time lost from work. Pettigrew & Associates, P.A. cannot guarantee a transitional position

and is under no obligation to offer, create or encumber any specific position for purposes of offering placement to such a position.

The policy only applies to regular full- and part-time employees who are on leave as a result of injury or illness and who are receiving workers' compensation benefits.

In the event an employee refuses transitional work (outside the employee's FMLA benefits period) and the employee satisfies the restrictions and ability to perform the transitional position, Pettigrew & Associates, P.A. is not obligated to provide an alternative position. In such cases, Pettigrew & Associates, P.A. will notify the insurance carrier of the employee's refusal of the transitional work.

PROCEDURES:

To obtain a transitional assignment the employee must request a Return-to-Work Form and a Job Description Form from HR and provide them to the attending physician for completion.

If the attending physician releases the employee to return to work on modified duty and has completed the Return-to-Work Form and Job Description Form, the forms must be returned to HR within 24 hours following the medical treatment for assessment of transitional work. The employee cannot return to work without the release of the attending physician.

HR will review the Return-to-Work Form and determine a transitional position for the employee if appropriate and transitional work falls within business needs. A transitional position job description, including physical requirements, will be prepared for review and approval by the attending physician.

Transitional positions are developed based on the physical capability of the worker, the business needs of the company and the availability of transitional work. Pettigrew & Associates, P.A. will determine appropriate work hours, shifts, duration and locations of all work assignments. Pettigrew & Associates, P.A. reserves the right to determine the availability, appropriateness and continuation of all transitional work assignments.

It is the responsibility of the employee to provide HR with a current telephone number and address, so the employee may be contacted. The employee must notify HR within 24 hours of any and all changes in medical conditions.

It is the responsibility of the employee to notify their supervisor. It is the employee's supervisor's responsibility to notify HR immediately of any work-related injuries, if the employee misses time from transitional work or of any changes to transitional work assignments. HR will communicate with the insurance carrier or attending physician as necessary.

JOB OFFER:

Upon completion of the Return-to-Work Form and the attending physician's approval of the transitional position, a written job offer letter will be prepared by the employer and mailed to the employee's last known address. The letter will note the doctor's approval and the start date, hours, wage, duration and location of the transitional work assignment. The employee will be asked to sign the letter indicating his or her acceptance or refusal of the transitional work job offer and to return the letter to HR. Copies of the job description, work releases and job offer letter will be forwarded to the insurance carrier.

Any employee returning to a transitional position must not exceed the duties of the position or go beyond the doctor's restrictions. If any medical restrictions change, the employee must immediately notify his or her supervisor and provide the supervisor a copy of the new medical release.

Supervisors will monitor work performance to ensure the employee does not exceed the requirements set by the attending physician.

FUNERAL LEAVE

If you are a full-time regular employee and a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines.

You will be granted up to five days off from work with pay in the event of the death of a member of your nuclear family - spouse, child, parents or siblings; up to three days in the event of the death of your grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law; and one day in the event of the death of a relative not a member of your immediate family as defined herein.

Days of Paid Leave	Degree of Family Relationship
5 days	Spouse, child, parent or siblings
3 days	Grandparents, Father-in-law, Mother-in-law, son-in-law, daughter-in-law
1 day	Relative not a member of your nuclear family

Requests for bereavement leave should be made to your immediate supervisor.

JURY DUTY

NONEXEMPT EMPLOYEES:

An employee serving on a jury will be paid their regular salary for a maximum of five days. For nonexempt employees, days/hours spent on jury duty will not count toward any overtime worked by the employee during the applicable week period. All monies collected from the State of New Mexico or the United States for serving on a jury will be assigned to P&A by the employee.

EXEMPT EMPLOYEES:

The Fair Labor Standards Act (FLSA) does not allow deductions for exempt employees to be made for absences of less than one week to perform jury service. All monies collected from the State of New Mexico or the United States for serving on a jury will be assigned to P&A by the employee.

All employees will be excused from work for jury duty upon presentation of a jury summons to their supervisors.

VOTING

The Company encourages all employees to exercise their voting privileges in local, state and national elections in which they are eligible to vote, and to vote for candidates and issues of their personal choice. Any employee who does not have sufficient time between the opening and closing of the polls during which the employee is not scheduled to work will, upon request prior to election day, be granted a reasonable period of time off to vote. The Company will designate the period of time to be taken within the hours the polls are open. Time off will be paid and will not count against the employee's attendance. Employees should contact their supervisor to discuss taking time off to vote.

UNIFORMED SERVICES LEAVES OF ABSENCE

A military leave of absence will be granted to employees who are absent from work because of service in the Uniformed Services of the United States, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Advance notice of military service is required, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable.

The leave will be unpaid. However, employees may use any available Paid Time Off (PTO) for the absence.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws:

- Within 90 days after release from active duty of 181 days or more,
- Within 14 days after release from initial active duty for less than 31 to 180 days, or
- On the next regularly-scheduled work period following military service of less than 31 days.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Contact management for more information or questions about military leave.

HEALTH INSURANCE BENEFITS

After 60 days of employment, regular employees are eligible to receive health and dental group insurance through a Company program. Enrollment eligibility is determined by the number of hours per week an employee is normally scheduled to work and type of plan chosen. P&A pays for eligible employees and their dependents in accordance to the Graduated Health Benefits Program. These costs can be deducted from the employee's payroll check, upon their written authorization, through our pre-tax Cafeteria Plan.

COBRA

COBRA is part of a federal law enacted in 1986 requiring certain employers to offer employees and their families an opportunity for the temporary extension of health coverage under certain instances where coverage under the plan would otherwise end. At the time a new employee becomes eligible for health care coverage through P&A, that employee will be provided literature notifying them and their families of their rights under COBRA. This should be read carefully, both by the employee and their family, and retained for future reference.

If an employee's hours are reduced, or an employee is terminated for any reason other than gross misconduct, and this reduction of hours results in loss of health care coverage, that employee and their family will be provided literature notifying them of their right to elect coverage under COBRA. If elected by the employee or the employee's dependents, coverage will continue for a period of time specified by the law at the expense of the employee or the employee's dependents.

In order that the Company may comply with this law, we require that the employee notify P&A of any change in status. Specifically, those changes are:

- Employee's change of address
- Change of address of spouse or dependent
- Birth or death of a dependent
- Death of a spouse
- Divorce or legal separation from a spouse
- Medicare eligibility for employee, spouse, or dependent child
- The child stops being eligible for coverage under the plan as a “dependent child”

Any questions regarding COBRA continuation coverage should be addressed to HR.

FLEXIBLE SPENDING

Sometimes referred to as a cafeteria plan, flex plan, or a Section 125 plan, a Flexible Spending Account (FSA) lets employees set aside a certain amount of each paycheck into an account — before paying income taxes.

During the year, participants have access to this account for reimbursement of expenses — not covered by insurance — that they regularly pay.

401k

P&A wants to aid employees in attaining financial security in their retirement by offering a 401(k) plan. Employees are able to join the plan in accordance with the Enrollment Policy. Once eligibility requirements are met, employees may enter the plan on the next plan entry date. Entry dates are quarterly: January 1, April 1, July 1, and October 1. The plan is in summary form. For more details, please refer to the official 401(k) plan documents.

COMMUNITY SERVICE

PURPOSE:

The intention of this program is to create community engagement opportunities for Pettigrew & Associates employees that are meaningful, purposeful and help those in need. At the same time, Pettigrew & Associates, P.A. recognizes that participating in these activities will also enrich and inspire the lives of our employees. ‘Community’ is not defined as just local community, but may encompass a global perspective

Pettigrew & Associates, P.A. allows eligible employees paid time for company sponsored volunteer events and up to 24 hours of paid time per calendar year for non-company sponsored community service. Community service that is non-company sponsored includes volunteering with a 501(c)(3) organization (e.g., church, schools, nursing homes, boy/girl scout activities, parks, healthcare, arts, food pantries or other community-oriented activities through secular or non-secular organizations), a political subdivision that operates under the government (e.g., cities, counties, states, school districts, police/fire departments, etc.), and/or accredited educational institutions that operate under a 501(C)(3) or registered charitable organizations.

ELIGIBILITY:

This policy applies to all full-time employees.

GENERAL PROVISIONS:Company Sponsored Volunteer Events

Employees may be allowed paid time for company sponsored community service events.

Community Service Events Non-Company Sponsored

Employees may be allowed paid time for community service events that are not company sponsored. This must be approved in advance by the employee's immediate supervisor.

MEETINGS AND TRAINING

All employees are required to attend all orientation, safety and/or in-service meetings conducted by their supervisor unless work schedules do not permit. Supervisors are responsible for instruction and training of all employees reporting to them. Training needs of individual employees will depend on their background, education, experience and level of skill. Nonexempt employees will be paid at regular time to attend these functions.

PROFESSIONAL TRAINING/SEMINARS

Employees are encouraged to maintain memberships or affiliations with job/position related organizations, and to attend continuing education, training, etc., in order to advance in professional and/or technical knowledge in their field. If an employee desires to take advantage of these opportunities, authorization and arrangements should be made with P&A's Management to receive tuition and travel expenses assistance. The rationale for attendance must minimally address the following criteria:

- The training must aim for growth and development of employee's professional and technical skills.
- The training should benefit P&A, and must be stated with your written request.

Employee Initiated- Employees requesting must fill out a form to get prior approval from the supervisor and executive team to attend the event. Approval entails paying the cost of the training and other expenses including but not limited to hotel accommodation, fuel reimbursement and meals.

Company Initiated - If P&A requests that an employee attend a specific meeting or training function, P&A will pay the costs associated with that function.

WORK POLICIES**ACCEPTING GIFTS**

Employees are not permitted to accept gifts from clients or vendors except in the following circumstances: employees may accept gifts which are non-personal in nature, such as office products and promotional items, and which have a nominal value. Employees may accept, on behalf of P&A, items which can be shared by all employees of P&A such as gift baskets, plants, and food items. P&A

CELL PHONE USE

All employees who drive during the course of their employment should adhere to general safety rules. Employees whose job responsibilities include regular or occasional driving are expected to refrain from using their cell phones while driving on Company business. Employees who receive or make cell phone

calls while driving should pull off the road to a safe location before making or receiving a phone call. If a call is unavoidable, employees should utilize hands free calling. While driving in the course of employment, employees are expected to follow the posted speed signs, practice defensive driving, wear seat belts and take breaks to remain alert.

CHECKOUT UPON SEPARATION

Employees who resign, retire, discharged, or are laid off will be required to return all Company-owned property or working materials they have in their possession to management no later than their final work day. All company materials or equipment not turned in will at the account of the employee's last pay check.

COMPANY PROPERTY

Every employee will be working with Company equipment, using supplies, and handling Company property. The best rule to follow is to use and care for Company property with the same respect you show for your own personal property.

Here are a few guidelines to follow:

- **EQUIPMENT** is costly and is designed for a certain purpose. It should not be used for a job it is not designed to handle or perform. All equipment should be restored to good clean operating condition when the employee have finished using it. Return movable equipment to the proper storage areas. It is Pettigrew & Associate's policy not to loan out tools, vehicles, or other equipment to employees or clients.
- **SUPPLIES** used in production and office areas are certainly necessary. However, they add to the cost of doing business. Therefore, they should be used wisely and not wasted. Supplies, when needed, may be reordered by the employee's supervisor with approval of P&A management.
- **EQUIPMENT ASSIGNED TO EMPLOYEES**, such as tools, etc., are Company property, and must be taken care of. In the event of discharge, all Company equipment assigned to the employee must be returned in good condition, or the employee will be charged for it. Employees are required to inform management when in need of tools/equipment, or the replacement of damaged tools/equipment. Verbal approval (in an emergency situation) will be given to employees to purchase tools/equipment and will be reimbursed for the purchase. This policy is important to optimize productivity and safety.
- **PERSONAL USE** of Company property must be approved in advance. The tools/equipment will be issued in good condition, if not in good condition the employee must report the problems with the tools/equipment prior to accepting them for personal use. If the tools/equipment are damaged due to negligence while in the possession of the employee for personal use, the employee is responsible for replacing the tools/equipment at the employee's expense. This policy is important to optimize productivity and safety.

COMPANY VEHICLES

Vehicles assigned to employees that are used for personal commute home are sole corporate property and will be taxed accordingly to the employee. Vehicles are considered resources. When necessary, vehicles may be reallocated by Management based on Departmental needs. Smoking is not allowed in Company vehicles.

Company-owned / leased vehicles are for business use only and are to be driven only by authorized employees. Employee drivers must have with them, at all times, a valid state driver's license and are expected to practice safe and courteous driving habits. Any accident must be reported to your supervisor immediately. Employee drivers must immediately notify their supervisor upon suspension or revocation of their license, or any citation for DWI, DUI, or reckless driving, on or off duty.

Company vehicles will be not be used for personal business unless approved by Executive Team. When personal use is approved, the employee is responsible for fuel costs. If an employee uses a car for both business and personal purposes, the employee must divide vehicle expenses between business and personal use on a per mileage basis for each purpose.

Company vehicles must be left at Pettigrew & Associates office when employee is on vacation. Before vacation begins, the fleet manager will be notified and keys turned in.

If the Company Vehicle is used for prolonged personal business, the employee is responsible for maintenance of the Company vehicle.

The improper, careless, negligent, destructive, or unsafe operation of equipment or vehicles, as well as excessive or avoidable traffic and parking violations, may result in disciplinary action, up to an including termination of employment.

CONFLICT OF INTEREST

The Company has guidelines to avoid real or potential conflicts of interest. It is your duty as an employee of the Company to follow the following guidelines about conflicts of interest. If this is not clear to you or if you have questions about conflicts of interest, contact the President.

Whenever you conduct business with another company, you must work within the guidelines set up and controlled by the executive management of P&A. Business dealings with other companies should not result in unusual gains for those companies. "Unusual gains" means bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls that will benefit the other company or an employee at that company. The Company executive management must first approve any Company promotional plan that could be interpreted to result in unusual gains for another company.

What is a conflict of interest? An actual or potential conflict of interest is when an employee is in a position to influence a decision or have business dealings on behalf of the Company that might result in a personal gain for employees or their relatives. For conflicts of interest, a relative is any person who is related to an employee by blood or marriage, or whose relationship with the employee is similar to being a relative even though they are not related by blood or marriage.

We do not automatically assume that there is a conflict of interest if you have a relationship with another company. However, if you have any influence on transactions involving purchases, contracts, or leases, you must tell an officer of the Company as soon as possible. By telling us that there is the possibility of an actual or potential conflict of interest, we can set up safeguards to protect everyone involved.

The possibility for personal gain is not limited to situations where you or your relative has a significant ownership in a firm with which the Company does business. Personal gains can also result from situations where you or your relative receives a kickback, bribe, substantial gift, or special consideration as a result of a transaction or business dealing involving the Company

CONFLICT RESOLUTION

To provide employees with a prompt and fair means of resolving personal complaints regarding work or working relationships, a formal complaint procedure will be followed. This procedure guarantees

courteous and fair treatment, and there shall be no reprisals against employee for voicing their concerns. Conflict resolution starts with the supervisor. If satisfaction is not received, employee should contact HR and/or a member of the Executive Team. The final authority is the President/CEO.

CONFLICTS WITH STATE AND FEDERAL LAWS

To the extent that any policy in this Handbook may conflict with federal, state, or local laws, P&A will abide by the applicable federal, state or local law.

CONSENSUAL ROMANTIC OR SEXUAL RELATIONSHIPS

Pettigrew & Associates, P.A. strongly discourages romantic or sexual relationships between a manager or other supervisory employee and his or her staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others or, at a later date, by the staff member as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different department, or other actions may be taken.

If any employee of Pettigrew & Associates, P.A. enters into a consensual relationship that is romantic or sexual in nature with a member of his or her staff (an employee who reports directly or indirectly to him or her), or if one of the parties is in a supervisory capacity in the same department in which the other party works, the parties must notify the Human Resources or other appropriate corporate officer. Because of potential issues regarding quid pro quo harassment, Pettigrew & Associates, P.A. has made reporting mandatory. This requirement does not apply to employees who do not work in the same department or to parties who do not supervise or otherwise manage responsibilities over the other.

Once the relationship is made known to Pettigrew & Associates, P.A., the company will review the situation with Human Resources in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another job or department. If it is determined that one party must be moved, and there are jobs in other departments available for both, the parties may decide who will be the one to apply for a new position. If the parties cannot amicably come to a decision, or the party is not chosen for the position to which he or she applied, the parties will contact Human Resources, which will decide which party should be moved. That decision will be based on which move will be least disruptive to the organization as a whole. If it is determined that one or both parties must be moved, but no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

EMERGENCIES

In most emergencies, common sense usually dictates the course of action to be taken in accident situations (especially those involving personal injury).

Accurate reports regarding an accident are essential. Employees are expected to give accurate reports of events based upon their personal knowledge. In any emergency, it is your responsibility to remain on the scene, unless you are injured, until you are relieved by competent personnel.

FOR MEDICAL EMERGENCIES:

- Summon necessary medical assistance.
- Locate someone qualified to administer first aid if needed.
- Wait for help to arrive.
- Report injuries to management even though medical attention may not be required.

ON-THE-JOB INJURIES:

An employee injured on the job during the performance of his regular duties and unable to return to work the same day, (in the opinion of a doctor) will be paid through the day of injury.

IN CASE OF FIRE:

- Warn all employees in the building and/or the immediate surrounding area.
- Assist in any way you can with calm orderly evacuation of the building.
- Notify the Fire Department.
- Do not panic - keep others calm.

HARASSMENT AND/OR DISCRIMINATION

The Company strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. Our organization believes that discrimination and/or harassment in any form constitutes misconduct that undermines the integrity of the employment relationship. Therefore, the Company prohibits discrimination and/or harassment that is related to anyone's race, color, sex (including gender identity), religion, genetic information, citizenship status, national origin, age, sexual orientation, pregnancy and related medical conditions, physical or mental disability, or past, present, or future service in the Uniformed Services of the United States, or any other basis prohibited by local, state, or federal law. This policy applies to all employees throughout the organization and all individuals who may have contact with any employee of this organization.

Unwelcome sexual advances, requests for sexual favors, or other verbal, visual or physical conduct of a harassing nature will constitute harassment when a person involved feels compelled to submit to that misconduct in order to keep their position, to receive appropriate pay, or to benefit from certain employment decisions. If this type of misconduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment, it may also be considered harassment.

The Company expects that everyone will act responsibly to establish a pleasant and friendly work environment. However, if an employee feels they have been subjected to any form of harassment and/or discrimination, the employee should firmly and clearly tell the person engaging in the harassing and/or discriminating conduct that it is unwelcome, offensive, and should stop at once. The employee also should report any discrimination and/or harassment to their immediate supervisor, Human Resources, or any member of management with whom they feel comfortable discussing their concern, as soon as the problem arises. That person will take the necessary steps to initiate an investigation of the discrimination and/or harassment claim.

The Company will conduct its investigation in as confidential a manner as possible. A timely resolution of each complaint will be reached and communicated to the employee and the other parties involved. Appropriate corrective action, up to and including termination, will be taken promptly against any employee engaging in discrimination and/or harassment. Retaliation against any employee for filing a complaint or participating in an investigation is strictly prohibited. However, any employee that knowingly makes a false claim of harassment and/or discrimination will be subject to corrective action, up to, and including, termination.

Occasionally, talking with a supervisor, someone in Human Resources, or another member of management about this conduct is not an option. If an employee feels that their complaint has not been or cannot be properly handled, they may forward the complaint to the President and CEO.

HOUSEKEEPING

All employees are required to do their part to maintain P&A's office, shop and yard facilities clear of debris and trash. Personnel assigned to operate Company-owned vehicles are required to maintain those vehicles in a clean and orderly condition.

LAWFUL CONFIDENTIAL INFORMATION PROVISION

During the course of your employment, you may become aware of trade secrets and similarly protected proprietary and confidential information about the Company. The employee must not disclose any such information to anyone outside of the Company. "Confidential Information" is defined as certain written and oral financial and technical information; client, vendor and supplier information, actual and potential client lists and contacts; business plans, work in progress and other proprietary data relating to the Company, its business, operations, affiliates, clients, vendors or suppliers, considered by the Company to be confidential and proprietary information that constitute a trade secret; analysis, compilations, computer or electronic data, including software programs and source code owned by or in the possession of the Company; technical or non-technical data, designs, devices, documents, diagrams, drawings, file layouts, files, financial data, financial plans, financial statements, formulas, functional specifications, ideas, implementations, work plans, information or material generated or used in the operations of development activities of the Company; inventions and patents reasonable related to the Company's business; and manuals, marketing and business plans, methods, notebooks, price lists, printouts, processes, product plans, presentations, programs, proposals, records, reports, research and development, statistics, technical bulletins, techniques, templates, and terms and conditions of the Company's contracts and test data.

Employees will not be held criminally or civilly liable for the disclosure of a trade secret or other confidential information that is made (1) to a government official, either directly or indirectly, or to an attorney solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, employees who file a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (1) files any document containing the trade secret under seal; and (2) does not disclose the trade secret, except pursuant to court order.

MOONLIGHTING

Moonlighting is a term used when an employee has another job in addition to their job in this Company. P&A realizes that certain employees may have to or may want to moonlight. P&A will allow this as long as it is not with a competitor, for any of our clients, and that there is not a conflict of interest. All such moonlighting jobs must be approved by the President. If your other job is interfering with your performance, P&A may request that you make a choice between jobs.

MOTOR VEHICLE RECORDS

Motor Vehicle Records (MVR) shall be checked annually on each employee where driving is identified as part of the employee's job description. An employee will only be authorized to drive upon maintaining an acceptable record. You will be required to give consent to the company to access and review your MVR. Any employee who refuses to provide consent will not be authorized to drive any vehicle of or

on behalf of Pettigrew & Associates, P.A. and may be terminated.

Motor vehicle report checks will be made on an annual or as needed basis on all employees who operate a Company-owned/leased vehicle. Employees who are authorized to operate Company-owned/leased vehicles will be required to sign a waiver which authorizes the Company's vehicle insurance carrier to check the employee's Department of Motor Vehicle driving record.

To provide for a good driver selection and qualification program and to limit a negligent entrustment, punitive damage, civil lawsuit potential, Motor Vehicle Records (MVR's) will be obtained and evaluated for all employees who drive company-owned vehicles and for all people who drive their personal vehicle for business reasons. This is a task that will be conducted by management on annual basis or as needed. Motor Vehicle Records will be reviewed for all prospective drivers, prior to hire, and annually for all drivers. This information will be kept in each driver's personnel file.

NOTICE POLICY

It is the intention of P&A to keep employees informed as to general Company policies, procedures, and other pertinent information by posting notices in specified areas. Non-business notices may be posted or distributed as long as the notice is in compliance with P&A policies against discrimination and harassment of any kind.

PERSONAL BUSINESS

Personal business shall not be conducted on Company time. If, due to unusual circumstances, personal business must be conducted during the employee's regular hours, employee may request time off, from the supervisor. Normally one week notice is required for such instances as doctor's appointment, dentist appointment, or any other similar absence that requires an appointment.

PERSONAL PROPERTY

Personal property brought to P&A should be carefully safeguarded. P&A cannot assume any responsibility for the personal property of employees

POLICY CHANGES

P&A reserves the right to suspend, revise, or revoke any of its policies and procedures at any time, with or without notice.

REFERRING APPLICANTS

P&A encourages its employees to seek individuals talented for employment consideration. We offer a monetary incentive. The incentive will be disbursed in two payments. The first half will be issued when referred employee is hired and the second half upon the new hires initial 90 days of employment.

REFERENCES

All inquiries regarding employees who are currently employed or who have been previously employed by P&A are to be referred to the Human Resources. Frequently an employer will inquire about an employee's character or abilities. This information is considered confidential and may not be released. The Business Manager will only provide confirmation of information provided by the employee or former employee to a third party. That information is limited to dates of employment and job title.

The only exception to the above statement is that the Human Resources may release salary information

to credit institutions when such information will assist the employee in securing credit, provided the request for salary information is made in writing and the employee authorizes release of the information.

RELATIONSHIPS WITH CLIENTS AND CO-WORKERS

P&A operates on the basis that every individual deserves to be treated with respect, courtesy, tact and consideration. Therefore, we expect that employee to treat clients and fellow employees accordingly. Employee should be aware of, and sensitive to any behaviors that are offensive to others. If employee observes or is the object of such offensive conduct, employee is responsible for reporting to the employee's supervisor or manager.

SAFETY POLICIES

The safety of our employees on and off the job is vitally important to your family and P&A. P&A provides safety training and equipment for its employees. All employees are required to comply with published safety policies and procedures. Deliberate failure to do so will result in disciplinary action, up to and including termination.

SEPARATION FROM EMPLOYMENT

VOLUNTARY TERMINATION: Although we hope you remain with us for a long time, sometimes circumstances create a need for an individual to change jobs. In such cases, we request that you give your supervisor adequate notice, preferably two weeks' written notice (four weeks' notice for management personnel), should you decide to resign. This advance notice will allow your supervisor time to adjust working schedules and attempt to secure a replacement.

Any money that the employee owes P&A at the time of termination will be deducted from their last paycheck or in accordance with state law.

SMOKING/TOBACCO USE

Smoking is permitted in designated areas only. Smoking is not allowed within 20' of entrances or exits. Cigarette butts must be disposed in proper receptacles. Smoking is not allowed in Company vehicles. Additionally, the use of tobacco products (i.e., cigarettes, e-cigarettes, cigars, chewing tobacco, snuff, pipes, etc.) is generally discouraged in the interest of employees' health.

SOCIAL MEDIA POLICY

"Social media" is the term commonly given to websites and online tools that allow users to interact with each other in some way - by sharing information, opinions, knowledge and interests. As the name implies, social media involves the building of communities or networks, encouraging participation and engagement.

Employees are encouraged to conduct themselves in a professional manner that reflects their positive allegiance to and respect for the Company, their co-workers, and our clients. The use of sound and ethical judgment is expected at all times. Employees are asked to demonstrate positive attitudes, common courtesy, and respect for clients.

Generally, what employees do on their own time is their own affair. However, employees should consider the impact such activities may have on their job performance or upon the Company's business interests. Employees should be aware that their actions captured via images, posts, or comments can reflect on our Company.

Violation of this policy or policies within other sections of this handbook may be handled in accordance with progressive disciplinary actions.

- Personal blogs should have clear disclaimers that the views expressed by the author in the blog are the author's alone and do not represent the views of the Company. Be clear and write in first person. Make your writing clear that you are speaking for yourself and not on behalf of the Company.
- Information published on your blog(s) should comply with the Company's confidentiality and disclosure of proprietary data policies. This also applies to comments posted on other blogs, forums, and social networking sites.
- Be respectful to clients, partners, and competitors.
- Social media activities should not interfere with work commitments.
- Your online presence reflects on the Company. Be aware that your actions captured via images, posts, or comments can reflect on our Company.
- Do not reference or cite Company vendors, partners, or clients without their express consent. In all cases, do not publish any information regarding a client.
- Respect all copyright and other intellectual property laws. For our protection as well as your own, it is critical that you show proper respect for the laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property, including our own copyrights, trademarks, and brands.
- If you have images contained on social networking sites that could be unfavorably viewed by our clients, please take necessary precautions to restrict these images from the public domain.

This policy is not intended to restrict an employee's right to discuss working conditions and other work-related information with co-workers. The Company wants to ensure that its clients and vendors are not defamed or injured through use of blogs or social networking sites.

Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. Consult with management if you are uncertain.

SOLICITATION AND DISTRIBUTION

Employees are prohibited from soliciting or distributing materials related to solicitation during working time. Working time is defined as all time when an employee is supposed to be engaged in performing work tasks, but it does not include meal times, breaks, or other specified periods during the workday when the employee is not properly engaged in performing their work tasks. Solicitation and distribution may not be engaged in during either the working time of the employee subjected to the solicitation and distribution, or the working time of the employee engaging in such conduct.

Non-electronic distribution of literature and other material is prohibited in work areas at all times and in non-work areas during working time.

No littering with solicitation literature is permitted at any time.

SUBSTANCE ABUSE POLICY

NOTE: This policy is an excerpt from Pettigrew & Associates Alcohol, Drug, and Contraband Policy

In order to ensure a safe, efficient drug-free work place, the following policy, which is presented in summary form, has been adopted and will apply to all individuals here after applying for positions as well as to all incumbent employees. Employees of this Company will be notified of this plan by providing them with access to and/or a copy of our FULL substance abuse policy and the procedures for drug alcohol testing. Each employee shall be asked to acknowledge in writing that the employee has had access to read the policy or has had the policy read to them and explained and will comply with the requirements of this Company as well as our client's requirements. All employees are required to comply with published substance abuse policies and procedures. Deliberate failure to do so will result in disciplinary action up to and including termination.

In order to be physically and mentally fit to perform our duties in a safe and efficient manner, no employee shall work, or report to work, while under the influence of alcohol or illegal drugs. No employee shall consume, display, or have in their possession alcoholic beverages or illegal drugs while on P&A's property, or performing work for P&A off our property. Furthermore, it is the policy of P&A that employees shall not be involved with the unlawful use, possession, sale, or transfer of drugs or narcotics, in or out of the workplace, in any manner that may impair their ability to perform assigned duties, or otherwise adversely impact P&A's business. An employee who violates this Substance Abuse Policy and/or client's policy will be subject to disciplinary action up to and including termination.

Pettigrew & Associates, P.A. will enforce this drug, alcohol and contraband policy and will comply with all applicable federal, state and local drug and alcohol-related laws and regulations.

Employees required to take prescription or non-prescription medication, which may potentially affect job performance, are required to report this to their supervisor/manager. Management may consult with or obtain a written statement from the prescribing physician to determine if it is necessary to temporarily place them on another assignment to ensure the safety of our employees and the public, or to remove them from the workplace.

The use of marijuana for medical or recreational purposes, even if permitted by state law, regulation or ordinance, will not be considered an acceptable explanation for a confirmed positive laboratory report for marijuana and will be reported by the Medical Review Officer (MRO) as a verified positive drug test for marijuana. The use of CBD oil, which is a cannabinoid extract from marijuana or hemp plants, may cause a positive drug test result, depending on the product used. Furthermore, some CBD products may contain compounds deemed illegal under federal law, and therefore the use of such products would violate the company's substance abuse policy. A positive drug test will not be excused based on an employee's claim that he or she used a CBD product, even if it is for a claimed medical purpose, except as otherwise provided under applicable law.

If an employee's job-related behavior and/or performance create reasonable suspicion of being under the influence at work, they will be suspended pending investigation. During this investigation, the Company may discuss the employee's behavior with their co-workers and supervisors/managers.

To protect the best interests of employees and the public, management at Pettigrew & Associates, P.A. will take whatever measures are necessary to determine if illegal drugs are being used, or alcohol or illegal drugs are located on, or are being used on the job. Measures that may be used will include, but will not be limited to, searches of people and of personal property located on Company premises.

Pettigrew & Associates, P.A. reserves the right to test employees for the presence of drugs and/or alcohol, and a refusal to take such a test is grounds for refusal to hire or discharge. When urinalysis, hair follicle, and/or blood tests are requested or necessary, samples will be taken under the supervision of an appropriate health care professional.

Employees are to notify Pettigrew & Associates, P.A. of any conviction for a drug-related offense committed in the workplace within five (5) days of the conviction.

Drug Testing Requirements

- **Applicant Drug Screening Procedure:**

- All applicants (new hires and rehires) who have been made a conditional offer of employment will be required to submit to a drug screen. Applicants who do not take the test within the specified period of time, test positive, or refuse to be tested will be considered ineligible for hire. Applicants will NOT begin work before the results of the drug tests are known to be negative. The Company also reserves the right to deny applicants who have failed pre-employment alcohol or drug test(s) the opportunity to apply and work in certain safety sensitive positions.

- **Current Employees May Be Tested:**

- **For Cause/Reasonable Suspicion.** If management determines that there is reasonable cause to suspect an employee is under the influence of drugs or alcohol they may require the employee to be tested. Reasonable grounds would include inappropriate behavior or performance problems on the job, an accident in the workplace or while operating a Company or customer vehicle, observable indications of use of substance and direct observation of the individual taking drugs or alcohol.
- **Post-Incident Testing.** The Company reserves the right as soon as possible but no later than eight (8) hours following vehicle accidents, job-related injuries requiring medical treatment beyond first aid administered at the work site, and/or property damage in an amount significant determined by the Company or our client i.e.: \$1,000, the Company may test for prohibited drugs and/or alcohol. Each employee whose performance either contributed to an accident or cannot be completely discounted as a contributing factor to an accident will be tested for drugs &/or alcohol. Substance testing may also be required by the Company following a near-miss incident.
- **Random Testing:** As part of the overall enforcement of the program, Pettigrew & Associates, P.A. random drug testing shall be conducted at an annual rate of at least 25% and alcohol tests at least 10%. If required by a specific client, a breath alcohol test will be given at the same time as the drug test. The tests will be conducted at least every quarter and will be continuous. The tests will be unannounced. American Medical Group, Inc., a third party consortium, shall select employees for testing by using a computer based random number generator that is matched with an employee's social security number or other appropriate identification number.
- **Return To Duty and Follow-Up Testing.** Employees, who are allowed to return to duty after rehabilitation and can submit satisfactory test results, may be considered for probationary employment for twelve (12) months. During the probationary period, the employee shall submit to a reasonable program of follow-up drug testing without prior notice at a frequency determined by the management at their expense. The Company may direct a collection under direct observation of an employee if the drug test is a return-to-duty test or a follow-up test. Such employees shall be subject to a reasonable program of follow-up testing for prohibited drugs without prior notice for not more than sixty (60) months after their return to duty. An employee who, at any time after having been suspended, re-employed on probationary basis and having completed the probationary period, is found to have a positive, confirmed test for drugs, shall be immediately terminated.

- **Pre-Access, Periodic, And Wall-To-Wall Testing.** Some companies that Pettigrew & Associates, P.A. contracts to may require a negative pre-access drug and/or alcohol test before entering their premises if a person has not had a drug and alcohol test within a specific period of time, i.e.; 60 days (or less), or 12 months.

Upon notification of a drug and alcohol test, the employee must report to the collection site unless collector is on site, as soon as possible but not longer than 30 minutes plus travel time. Failure to report to the collection site, refusal to test, or adulterating a specimen is considered the same as a positive test and the individual will not be allowed on Company and/or client premises.

The above-mentioned searches and drug tests will not be conducted if an individual refuse to submit; however, refusal to submit will result in immediate termination. Results of drug and alcohol tests may be shared with an employee's supervisor/manager or others in management who have a legitimate need to know.

It is the responsibility of all Company employees to ensure that the work environment is free of alcohol and drugs. Any employee that has knowledge of the violation of this policy by another employee and does not report it may also be subject to disciplinary action, up to and including termination.

USE OF CAMERAS/VIDEOS

P&A prohibits employees from using electronic image devices (cameras, videos, cell phones with cameras, etc.) during working time. "Working time" is all time when an employee is supposed to be engaged in performing work tasks, but it does not include meal times, breaks, or other specified periods during the workday when the employee is not properly engaged in performing their work tasks.

Additionally, employees may not watch videos/movies online using the company's Internet/computer system.

The use of electronic image devices contrary to this policy will result in discipline, up to and including immediate termination.

WORKPLACE VIOLENCE

P&A is concerned about the increased violence in society that has also filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at the Company. In this connection, it is the policy of Pettigrew & Associates, PA to expressly prohibit any acts or threats of violence by any employee, or former employee, against any other employee in or about the Company, or elsewhere, at any time. The Company also will not condone any acts or threats of violence against our employees, clients, or visitors on our premises at any time or while they are engaged in business with, or on behalf of, the Company, on or off Company premises.

In keeping with the spirit and intent of this policy, and to ensure that the Company's objectives in this regard are attained, it is the commitment of P&A:

- To provide a safe and healthful work environment, in accordance with our safety and health policy.
- To take prompt remedial action up to, and including, immediate termination, against any employee who engages in any threatening behavior or acts of violence, or who uses any obscene, abusive, or threatening language or gestures.
- To take appropriate action when dealing with clients, former employees, or visitors to our Company who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law.

- To prohibit employees, former employees, clients, and visitors from bringing unauthorized firearms or other weapons onto our premises.
- To establish viable security measures to ensure that our Company is safe and secure to the maximum extent possible, and to properly handle access to Company facilities by the public, off-duty employees, and former employees.

All employees are entitled to perform their work free from violence, regardless of location, whether on the employer's premises or elsewhere.

In furtherance of this policy, employees have a duty to warn management, security personnel, or personnel representatives of any suspicious workplace activity or situations or incidents that they observe, or that they are aware of, that involve other employees, former employees, clients, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible. The Company will not condone any form of retaliation against any employee for making a report under this policy.

An employee with a concealed weapons permit may possess a weapon in their locked, unattended vehicle in the state of New Mexico. The employee may not under any circumstances remove the weapon from said vehicle and must store it according to the provisions of New Mexico law. Employees at jobsites other than in the state of New Mexico must abide by the laws of that state in relation to possessing a concealed weapon in their vehicle while on company or jobsite premises.

PERSONAL CONDUCT

The Company expects all employees to observe certain standards of behavior while at work and at Company-related events. Employees shall be responsible for ensuring that the conduct of any of their guests at a Company-sponsored function is respectful and not offensive to anyone in attendance. These standards are not intended to restrict employees but to ensure a consistent application of the policies and procedures for all employees.

These standards include, but are not limited to:

- Completing all documents and records accurately;
- Maintaining satisfactory attendance and punctuality;
- Performing duties and operating equipment with care to protect the safety of the employee, co-workers, and the public;
- Carrying out assigned duties and following reasonable instructions or requests from supervisors and/or management;
- Not posting any literature, handbills, petitions, posters, or other materials on the premises without the prior approval of Management.
- Not possessing weapons on the premises;
- Refraining from any manner or form of discrimination and/or harassment, regardless of whether it is sexual, racial, religious, or related to another's gender, age, sexual orientation, or disability;
- Using Company property or that of another employee in an inappropriate manner;

- Obtaining authorization to remove Company property or another employee's property from its location;
- Refraining from misuse, theft, or destruction of Company time and/or property or another employee's property;
- Remaining in your work area, on the job, and awake during working hours;
- Reporting to work fit for duty and not under the influence of alcohol and/or drugs and refraining from using, selling, or possessing illegal drugs on Company premises or while on Company business. While working, employees should only possess and take drugs that are medically authorized, approved, and determined by the employee, the employee's physician, and the Company; not to impair job performance or cause a safety hazard. Employees are responsible for notifying their supervisors that they are taking prescription medication if it would affect their performance on the job;
- Passing a mandatory drug and/or alcohol test or not refusing to take a drug and/or alcohol test;
- Refrain from causing or threatening to cause bodily injury to another person on company property or at Company-sponsored functions;
- Refrain from using profane language on Company property.
- Refrain from disclosing or using confidential or proprietary information only with proper authorization;
- Refrain from using Company telephones for personal use other than emergency local calls; and
- Not accepting full-time employment elsewhere while you are still employed full-time by the Company.

Failure to observe the above standards could lead to corrective action up to, and including, termination. An employee may be terminated for a single occurrence of behavior or violation of policy without having been previously warned. Such action may be justified because the offense is severe enough to make a warning unnecessary and any employee would normally know that such behavior is unacceptable.

CORRECTIVE ACTION

When it becomes necessary to address an employee's actions in the workplace, general guidelines of acceptable business conduct will govern. Depending upon the nature and seriousness of the employee's actions, corrective action may begin at any step of the Corrective Action Process. The purpose of the process is to ensure that employees are informed of exactly what behavior needs to be corrected, the measures the employee must take to correct unacceptable behavior, and give the employee adequate opportunity to correct the situation.

Corrective Action Steps

STEP 1: Report of Conference

The employee's immediate supervisor will meet with the employee and inform them of the specific behavior that is unacceptable. The supervisor will clearly identify the behavior and set a time by which the situation must be rectified. A written record of this

conversation signed by the employee should be forwarded to the Human Resources Department to be placed in the employee's personnel file.

STEP 2: First Written Notice

Follow the same procedure as the Report of Conference, but in addition, ask the employee if they wish to write their own comments on the notice or attach comments to that document.

STEP 3: Final Written Notice

Follow the same procedure as the First Written Notice. The Final Written Notice must specify to the employee that the consequences of failing to remedy the behavior will be termination of employment.

STEP 4: Termination

Failure to correct behavior after three warnings will be viewed as the employee's disregard for resolve, at which time Pettigrew will accept the employee's voluntary resignation. If six months has elapsed since the employee received corrective action, the Corrective Action Process may begin at Step One (Report of Conversation). In cases involving more serious, continuing, problems or violations of Company policy, the process may be accelerated.

All documentation may be considered to establish an overall conduct record. Any proposed acceleration of the Corrective Action Process must first be reviewed by the Human Resources Department before it takes place. An employee may be terminated for a single occurrence of behavior or violation of policy without having been previously warned. Such action may be justified because the offense is severe enough to make a warning unnecessary and any employee would normally know that such behavior is unacceptable. Any proposed terminations must first be reviewed by the Human Resources Department before the termination takes place.

The Corrective Action does not guarantee that all the steps will necessarily be followed and will depend upon the circumstances and factors such as the employee's past work record and seriousness of the offense. Management reserves the right to enter into any level of disciplinary action, or termination if deems necessary. The use of corrective action does not alter the employment-at-will status of our employees



Receipt for Employee Handbook

I have received my copy of Pettigrew & Associates, PA employee handbook. I understand that this handbook is intended as a guide for personnel policies, benefits, and general information, and that these guidelines are not intended to be, nor should be, construed as an employment contract.

I understand the policies and guidelines contained within this handbook supersede those previously written or communicated, and that Pettigrew & Associates, PA reserves the right to make changes in these guidelines or their application as it deems appropriate, with or without notice. I also understand that employment is terminable at the will of either the employee or the Company at any time, and that no representative of the Company other than the President has authority to make any contrary agreement.

SIGNED:

DATE:



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