



PCI
FEDERAL

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EMPLOYEE HANDBOOK

2026

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Abstract

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INTRODUCTION

Dear Team Members,

Ecke Holding Company LLC (doing business as PCI Federal) welcomes you to our family of employees. You are the most important asset. Our employees enable us to provide the best product(s), service(s), and customer satisfaction possible. This Employee Handbook is designed to help you understand the practices and policies that have helped us get to where we are today and to help you be successful within the organization.

Our legacy of exceptional services makes us a trusted and recognized name in our industry. For years we have made smart business decisions necessary to ensure our success. The most recent decision was to hire you, and we are certain we made the right choice.

This Employee Handbook is written to help new and current employees be knowledgeable of PCI Federal companies' policies, procedures, and culture. Please take the time to read this handbook so you can understand who we are, what we do, and how you contribute to our collective success. The hard work and dedication of our employees PCI Federal companies is the foundation of our success and how we can build a great place to do work you are proud of.

Once again, welcome to the Company, and best wishes for success during your employment. We are glad you have joined us in our mission, and we look forward to your contributions to reach your goals and do work we can both be proud of.

Best regards,

Cody Williamson
CEO

Brett Holt
CFO

Tim Manning
COO

WHO WE ARE

Ecke Holding Company LLC, doing business as Poarch Creek Indians Federal Services (PCIFS), was formed under the Poarch Band of Creek Indians Tribe to provide high-quality products and services to Federal customers. Ecke is a Muskogee word for “mother” and reflects the role of the holding company. As the parent, Ecke/PCIFS provides a common connection and integration that enhances the core business operations across our family of companies. Our family of companies shares and champions the common values of fairness, trustworthiness, commitment to something bigger than self, perseverance, respect for contributions, open and honest communications, collaboration, and openness to new ideas and accomplishments. These values are an essential ingredient for PCIFS companies for the delivery of exceptional services that exceed customer expectations.

MISSION

PCIFS is an organization dedicated to delivering quality products and services to its customers. We combine technical knowledge and skill with creative excellence.

VALUES

QUALITY: To execute our job to the highest standards and develop services and products free of defects and inaccuracies.

CREATIVITY: To complete every task with comprehensive thought and imagination.

CUSTOMER SATISFACTION: To meet and exceed the customer's expectations on every task.

PRODUCTIVITY: To do our work with precision within the time permitted.

ETHICS: Employees of the Company have an uncompromising commitment to providing our customers with quality products and services while meeting high moral and ethical standards in the performance of our jobs. Our commitment is to conduct business ethically and compliantly and to ensure all ethics and compliance issues are resolved appropriately according to our stated values, Code of Conduct, corporate policies, laws, and regulations throughout our operations.

PURPOSE OF THIS DOCUMENT

This Employee Handbook is a "living" document created to summarize our operations and serve as a basic communication tool and training resource. PCIFS periodically revises this manual better to reflect its goals and successful modes of operation. Employee

contributions improve this handbook and help our Company continue to grow. This document does not intend to conflict with local, state, or federal law. In all cases, these laws and applicable regulations take precedence.

This handbook is not an employment contract and does not contain any promises or contractual obligations. Employment is at-will and can be ended by the employee or the Company at any time, with or without notice, and with or without cause.

The Company may change, modify, add to, delete from, or abolish any of these policies and procedures at any time without notice. Because management is committed to reviewing its policies and benefits continually, this guide is subject to interpretation, review, and change by management at any time. No guideline, policy, communication, or practice limits the reasons or procedures for termination or modification of the employment relationship.

The Employee Handbook and the information herein should be treated as confidential by the company. No portion of this handbook should be disclosed to others except Company employees. If you have questions regarding the applicability of a policy or practice, you should address your specific questions to your manager.

2.0 GENERAL MANAGEMENT PRACTICES

SCA/ Union Employees and/or Employees Covered Under a Collective Bargaining Agreement: Employees covered by the Service Contract Act, or a Collective Bargaining Agreement, will be governed by those documents when applicable. Situations not addressed by the SCA, Union, or a CBA will fall under the guidelines in this handbook.

2.1 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

PCI Federal is an equal opportunity employer committed to maintaining a work environment free of physical, psychological, and verbal harassment or other abusive conduct. Equal Employment Opportunity (EEO) plays an important role in creating a productive work environment.

EEO is based on legal requirements under Title VII of the Civil Rights Act of 1964, Section 503 of the Rehabilitation Act of 1973, Vietnam Era Veteran's Readjustment Assistance Act of 1974 (VEVRAA), Americans with Disabilities Act Amendments Act (ADAAA), and more. These regulations prohibit employment discrimination based on race, ethnicity, national origin, age, religion, sex, disability, marital status, veteran status, and other protected characteristics related to hiring, promoting, training, and terminating employees. Furthermore, the company does not operate programs that violate these laws. The Company is committed to taking the necessary actions to ensure equal employment

opportunities based on all applicable federal, state, and local laws. Employees should contact their manager or the Corporate HR Office to report any incident of noncompliance. The Company prohibits all forms of retaliation against any employee for filing a complaint under this policy or for assisting in an investigation. Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

Equally important is that all management personnel share in this responsibility. At PCI Federal, we have a zero-tolerance policy for any type of discrimination or harassment against our employees by their peers, supervisors, customers, or vendors. This assurance is also reflected in our policies regarding recruiting, advertising, hiring, placement, promotion, training, transfer, payment, benefits, termination, and any relevant privileges and conditions of employment.

2.2 DRUG FREE WORKPLACE

The Company is committed to keeping illegal drug use and alcohol abuse out of the workplace. Drug and alcohol use in the workplace endangers employees, public safety, company morale, and production. Furthermore, when reporting to work, it is the expectation of the Company that all employees can perform their job responsibilities in a competent and safe manner. Moreover, most states have passed acts requiring employers to adopt a drug-free workplace policy. Accordingly, the following policy is implemented in accordance with the Drug-Free Workplace Act of 1988 to help ensure and maintain a drug-free, healthy, safe, and secure working environment.

For this policy, the definition of a "drug" includes alcoholic beverages, inhalants, illegal drugs, and the improper use of prescription medications according to Federal laws.

The unlawful manufacture, distribution, dispensation, possession, or use of a drug on company or customer premises or while using a vehicle the Company is responsible for or which is being used for the Company's business is absolutely prohibited. No employee may use, possess, transfer, distribute, dispense, sell, attempt to sell, or be under the influence of alcohol, illegal drugs, or controlled substances while on premises (including parking areas and grounds) owned, used, or occupied by the Company; on customer-furnished premises; in locations where the Company is performing work; or while using a vehicle for which the Company is responsible or that is being used to conduct the Company's business. A drug will be considered an "illegal drug" if its use is prohibited or restricted by federal or state law and an employee uses or possesses the drug.

This conduct violates the Company's policy, whether the employee's conduct is illegal, whether the employee is prosecuted or convicted. Violations of this policy will result in disciplinary action, which, depending on the seriousness of the violation and the Company's discretion, may range from required participation in and successful completion of a rehabilitation program to termination of employment. Depending on the circumstances, other actions may be taken against any violator of this policy, including notification of appropriate law enforcement agencies. The Company reserves the right to require drug testing on any employee at any given time during employment. The Company reserves the right to terminate any employee found in violation of the Drug and Alcohol Policy.

2.2.1 NOTIFICATION OF ARREST CONVICTION FOR ANY CRIMINAL DRUG VIOLATION

Any illegal drug or illegal alcohol use, including arrests occurring when an employee is off duty in relation to illegal drug or alcohol use, is a violation of this policy. The employee must notify their manager in writing of any criminal drug or alcohol arrest and/or conviction no later than five calendar days after the arrest or conviction. Failure to do so will result in immediate termination of employment. The Company will, as required by the Drug-Free Workplace Act of 1988, report such convictions to the appropriate federal agency within ten (10) days of our learning of the conviction. Failure to notify will result in termination.

In the event of conviction or other clear evidence of guilt, the Manager will take appropriate personnel action, up to and including termination.

2.3 WORKPLACE VIOLENCE PREVENTION PLAN

Poarch Creek Indians Federal Services is committed to our employees' safety, health, and well-being. We refuse to tolerate any form of violence in the workplace and will make every effort to prevent violent incidents from occurring by implementing a Workplace Violence Prevention Plan (WVPP).

All California managers, supervisors, and employees are responsible for implementing and maintaining our WVPP. We require prompt and accurate reporting of all violent incidents resulting in injury, psychological trauma, or stress, regardless of whether the employee sustains a physical injury, and we will not discriminate against victims of workplace violence. A copy of the Workplace Violence Plan will be made readily available to all employees.

2.4 ANTI-DISCRIMINATION, HARASSMENT, AND RETALIATION IN THE WORKPLACE

The Company is committed to providing its employees with a professional and productive working environment where they are treated courteously and respectfully. Therefore, it is the Company's goal to promote a workplace free of discrimination, harassment, and retaliation as we strive to create a productive, profitable, creative, comfortable, and casual atmosphere for our employees. This includes an atmosphere free from discrimination and harassment of any sort used to control, influence, or affect an employee's emotional or physical well-being. Employees and management are expected to treat each other with mutual respect and dignity. Furthermore, the Company prohibits unlawful discrimination, harassment, and retaliation by any supervisor, manager, co-worker, or any other third party that comes in contact with an employee.

2.4.1 DEFINITIONS: DISCRIMINATION, HARASSMENT, AND SEXUAL HARASSMENT

Discrimination:

- It is a violation of this policy to discriminate in the provision of employment opportunities, benefits or privileges, to create discriminatory work conditions, or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, physical disability, pregnancy, mental disability, or any other factor protected by state, federal or local laws which cannot lawfully be used as a basis for an employment decision.
- Discrimination of this kind may also be strictly prohibited by a variety of federal, state, and local laws, including Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. This policy is intended to comply with the prohibitions stated in these anti-discrimination laws.
- Discrimination in violation of this policy will be subject to severe sanctions up to and including termination.

Federal and state laws prohibit harassment, including sexual harassment. This policy prohibits harassment of any kind, and the Company will take appropriate action swiftly to address any violations of this policy.

Harassment consists of verbal or physical conduct that denigrates or shows hostility or aversion toward an individual, unreasonably interferes with an individual's work performance, or otherwise adversely affects an individual's employment opportunities and is motivated by their race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, military association, physical disability, pregnancy, mental disability or any other factor protected by state or federal law which cannot lawfully be used as a basis for an employment decision, or any other characteristic protected by law that has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Harassing conduct includes, but is not limited to, epithets, slurs, or negative stereotypes; threatening, bullying, intimidating, or hostile acts; denigrating or ethnic jokes; racial slurs; derogatory name-calling; or any other offensive conduct that severely impairs an employee's ability to perform their job.

2.4.2 SEXUAL HARASSMENT

Sexual harassment, which is a form of sex discrimination, is also strictly prohibited under this policy. It is against the Company's policy for any employee to sexually harass another employee by making unwelcome sexual advances; requests for sexual favors; engaging in verbal or physical conduct of a sexual nature; making submission to or rejection of such conduct a basis for employment decisions affecting the employee; or creating an intimidating, hostile, or offensive working environment by such conduct. Sexual harassment refers to behavior that is not welcome, is personally offensive, fails to respect the rights of others, and/or interferes with an employee's work performance.

There are types of sexual harassment:

- **Quid pro quo** harassment is when submission to or rejection of harassment is used as the basis for employment decisions such as raises, promotions, and better working hours. Therefore, only someone in a supervisory/management capacity or with the authority to work environment harassment consists of verbiage of a sexual nature, unwelcome sexual materials, or unwelcome physical contact. Texts, e-mails, cartoons, posters of a sexual nature, vulgar or lewd comments or jokes, or unwanted touching or fondling all fall into this category.

Sexual harassment can take many forms. The above examples of sexual harassment and are intended to be guidelines and are not exclusive when determining whether there has been a violation of this policy.

2.5 REPORTING PROCEDURES AND INVESTIGATION GUIDELINES

Employees are responsible for reporting any discrimination or retaliatory harassment to management. All managers must immediately report any discrimination, harassment, or retaliation to the Corporate HR Director or a Corporate Officer.

If an employee feels that he or she has been discriminated against, harassed by, or retaliated against by another employee because of race, color, religion, national origin, ancestry, age, gender, gender identity, gender expression, sexual orientation, genetic information, medical condition, marital status, protected veteran status, military/veteran status, physical disability, mental disability, or any other factor protected by state, federal, or local laws, the employee should first consider letting the harassing person know of your objections, if possible. If it is difficult to do so or the discussion does not produce results, the Company has established the following procedure for reporting a complaint of harassment, discrimination, or retaliation:

- Report your concerns in writing by completing the **“Discrimination & Harassment Complaint Form.”**
- Submit your completed form to your manager.
- Upon receiving your complaint form, your Manager will review your concern with the Corporate HR Director.
- Within five (5) working days of receiving the complaint, the Manager, Corporate HR Director, and/or a designated investigator will initiate the investigation, which will be inclusive of—but not limited to—interviewing the employee who submitted the complaint, the employee charged in the complaint, and any witnesses identified in the complaint and/or in the course of the investigation.
- All parties involved in the investigation will be given due process. The investigation will include a thorough review of files and other tangible evidence to reach reasonable conclusions based on the evidence collected. The investigator(s) will make every reasonable attempt to resolve any questions of credibility rationally and objectively between the complaining and the accused employees.
- Within 15 business days of the complaint being filed, the Manager and/or the assigned investigator will submit their written report of their findings to a corporate officer.

EXCEPTION: If extenuating circumstances dictate that additional investigatory time is needed, the corporate officer or assigned investigator will notify the employee who filed the complaint in writing that additional time is needed to investigate their concerns thoroughly.

INVESTIGATORY FINDINGS. Depending on the results of the investigation, one of the following three outcomes could occur:

- **Investigatory Findings—Violation of Policy is Conclusive:** If it is determined that a violation of this policy occurred, the Manager will recommend appropriate disciplinary action, which will depend on several factors, including, but not limited to, the severity, frequency, and pervasiveness of the conduct, how similar behavior has been handled in the past, and the level of proof that substantiates the policy violation.
- **Investigatory Findings—Inconclusive:** If the investigation findings are inconclusive, the Manager may make recommendations to address identified problematic behavior that may have occurred.
- **Investigatory Findings—No Violation:** If the investigation findings determine there was no policy violation, the Manager or the investigator who conducted the investigation will advise the employee who filed the complaint and the employee charged in the complaint in writing, stating that no violation was determined.

The employee filing the complaint and the employee being charged in the complaint may submit statements to the Corporate HR Director challenging the investigation's findings within 10 working days of being advised of the findings.

The Corporate HR Director or assigned investigator will also initiate an investigation of alleged violations of this policy when a manager advises that they are aware of harassment, discrimination, or retaliatory behavior either from personal observation or as a result of an employee coming forward. All employees are expected to cooperate fully with such investigations.

- Individuals who make false statements during an investigation or fail to cooperate fully may be disciplined, including employment termination.
- Anyone found to be engaging in discriminatory, harassing, or retaliatory behavior will be subject to disciplinary action, up to and including termination of employment.

All employees, regardless of their position, are covered by and are expected to comply with this policy and to take appropriate measures to ensure that prohibited conduct does not occur.

CONFIDENTIALITY - Due to the complaint process, the confidentiality of the information received and the privacy of the individuals involved will be protected to the greatest extent possible and according to any existing state or federal law.

2.5.1 RETALIATION

The Company strictly prohibits retaliation against any individual who, in good faith:

- Reports suspected illegal, unethical, or unsafe conduct, including violations of federal, state, or local law, regulations, or Company policy (whistleblower activity);
- Complaints of harassment or discrimination.
- Participates in or assists with an investigation of harassment, discrimination, or other alleged misconduct; or
- Files an administrative charge, complaint, or lawsuit alleging harassment, discrimination, or other unlawful conduct.

Retaliation includes any adverse action taken against an employee because of their engagement in these protected activities. Any employee found to have engaged in retaliation will be subject to disciplinary action, up to and including termination of employment. The Company is committed to protecting individuals from retaliation in accordance with all applicable federal, state, and local laws governing whistleblower and anti-retaliation protections.

Whistleblower laws are designed to protect individuals who report illegal, unethical, or unsafe activities within organizations from retaliation. These laws encourage transparency and accountability by allowing employees or insiders to expose misconduct, such as fraud, corruption, or safety violations, without fear of losing their jobs or facing other punishments. In the U.S., federal laws like the Whistleblower Protection Act and the False Claims Act, along with various state laws, provide these protections and often include mechanisms for investigation and potential rewards for valid disclosures.

2.6 FILING FORMAL COMPLAINTS WITH THE COMPANY

It is the policy of the Company to provide a Formal Complaint Process for all employees to voice concerns, problems, and/or complaints. Any formal complaint brought to management's attention through this process will be investigated thoroughly and resolved.

The Formal Complaint Process is intended to be used for issues such as conflicts with supervisors or coworkers, concerns about policies or discipline, and so on.

Employees do not need to follow a process to report discrimination, harassment, or retaliation. In those cases, employees should contact the Corporate HR Director. For additional details on the investigation of allegations related to harassment, discrimination, or retaliation, please refer to the policy “**Discrimination and Harassment in the Workplace.**”

In all cases, confidentiality will be maintained to the greatest extent possible when investigating workplace concerns and/or allegations of discrimination, harassment, retaliation, or illegal activity.

EMPLOYEE: Employees must report any incidents to their manager or to the Human Resources Department by contacting HR@pcifs.com.

2.6.1 ADDITIONAL INFORMATION

Employees are encouraged to use the hotline service in cases where their anonymity is desired. Please follow the company standard practices for all reports or issues not requiring anonymity.

Lighthouse Services’ toll-free number and other methods of reporting are available 24 hours a day, 7 days a week for use by employees and staff.

- www.lighthouse-services.com/pcfederalservices
- Telephone: English-speaking USA and Canada: **855.222.0672**
- Spanish-speaking North America: **800.216.1288**
- E-mail: reports@lighthouse-services.com (Must include your company name with report)
- Fax: **215.685.3885** (Must include your company name with report.)

2.7 DATING AND CONSENSUAL ROMANTIC RELATIONSHIPS

The Company strives to provide a collegial, respectful, and productive work environment. This policy establishes rules for personal relationships between employees, including supervisory personnel, to help prevent conflicts and maintain a productive and friendly work environment.

The Company respects all employees’ right to privacy and freedom to choose personal relationships. Therefore, the following are guidelines to minimize the risk of preferential treatment or the appearance of preferential treatment that could arise from dating or other

personal relationships between employees, supervisors, and their direct reports, and/or employees and customers/stakeholders:

PROCEDURE

A “personal relationship” is defined as a relationship between individuals who have or have had a continuing romantic or intimate relationship. An employee who is involved in a personal relationship with another employee may not occupy a position in the same department as, work directly for, or supervise the employee with whom he or she is involved.

- Mature discretion and sound judgment are expected among employees who choose to date or have personal relationships with other employees, customers, or stakeholders.
- Dating and/or personal relationships should not impact productivity and professionalism in the workplace.
- Problems that arise from dating or personal relationships that impact workplace productivity, environment, and/or professionalism will be addressed based on the specifics of the individual situation, and guidelines will be implemented to resolve the matter.
- Dating between a member of leadership and their subordinates or between employees and customers or stakeholders is discouraged. When such relationships occur, the following actions are required:
 - Notify your immediate Manager of the relationship.
 - Work in good faith with your manager to develop an action plan to address the concerns of impacted employees.
 - Comply with your Manager’s decisions regarding transfer or movement to a position or department that eliminates the relationship's conflict of interest.
- Examples of relationships that create a conflict of interest include but are not limited to the following:
 - An employee who has direct or indirect authority over the other employee
 - An employee who is involved in evaluating the performance of, or making recommendations or determinations concerning compensation, promotion, discipline, or termination of, the other employee.
 - An employee who has access to confidential or sensitive information that can impact the other employee’s employment.

- An employee dating a customer or other stakeholder who shares confidential, sensitive, or proprietary information related to the contract, customer, or organization.

Failure to comply with these guidelines may result in disciplinary action, up to and including termination of employment. Also refer to the “Conflict of Interest” policy and Personal Non-Disclosure Agreement (PNDA).

2.8 OCCUPATIONAL HEALTH AND SAFETY

Safety is an essential element in any organization because it fosters an environment where employees can perform quality work at a well-managed, cost-effective, safe worksite. It is the Company's policy to:

- Provide, as far as is practical, safe working conditions and a healthy environment.
- Provide health and safety training or instruction as necessary to personnel at all levels, based on the type of work being performed.
- Provide means of consultation on health and safety matters for all employees when needed.
- Provide written instructions as necessary to assist in the regulation of health and safety practices and operations specific to government or customer sites where the Company's employees may be assigned, including those that pertain to the federal Occupational Safety Health Administration (OSHA) requirements.
- Promote personal responsibility and effort on the part of employees at all levels to avoid and prevent health hazards and injuries to themselves or other employees and members of the public.

Employees must adhere to all OSHA, federal, and state regulations and comply with the following general rules: **(For additional questions, please see your immediate supervisor.)**

- Each employee is expected to perform his or her work in a safe and health-conscious manner and exercise sound judgment to mitigate injury risks.
- All accidents or injuries must be reported immediately to their supervisor or another member of leadership.
- Horseplay and practical jokes in work areas will not be tolerated.
- First aid kits are available in designated areas.
- Smoking is prohibited in all areas throughout the premises, except for designated areas outside the building.

- Employees are to be careful with their hands when operating any machinery to avoid injury.
- It is against company policy to text while driving on any company-related business or in a company-rented or owned vehicle.

Employees are responsible for working as they are instructed to produce a quality product or service safely. Employees are also responsible for reporting unsafe conditions or practices to management. It is then management's responsibility to act as the conditions warrant.

Employees who sustain an occupational injury or illness will be compensated in accordance with the State Workers' Compensation Act. To receive such benefits, the employee must provide the appropriate notification and medical reports. **See the Workers' Compensation section in Section 4 of this document.**

2.8.1 COVID 19 ONSITE SAFETY REGULATIONS

All employees (whether vaccinated or unvaccinated) must follow safety protocols established by their current worksite.

2.9 INTERNET USE AND SECURITY

(For complete requirements and details, also see the Corporate Information Technology Policy Manual indicating "Internet Use" and "Acceptable Use" Policies) Access to the Internet is provided to employees for the benefit of the Company and its customers and clients. Therefore, every employee is responsible for maintaining the Company's image and using the internet productive and usefully.

All data stored on the Company's or government computers, media, and hard drives are the property of the Company and its customers and shall be treated as "company confidential" information and controlled and safeguarded accordingly. Employees may use the Internet to increase productivity. If you use an Internet service paid for by the Company or its customers, you are expected to use it only for business purposes. Company facilities (such as phone lines, ISP accounts, modems, or hard drives) are to be used for only company-related purposes.

Employees are expected to comply with all company and government policies applicable to the Internet, such as confidentiality, harassment, copyright, security, non-solicitation policies, and/or policies relating to the use of company facilities.

2.9.1 PROHIBITED USES OF THE INTERNET, SYSTEMS AND COMPANY PROPERTY

Under no circumstances is an employee authorized to engage in any illegal activity under local, state, federal, or international law while utilizing Company-owned resources.

Additionally, under no circumstances is an employee of the Company authorized to travel with their laptop containing ITAR (International Traffic in Arms Regulations) data. This is a direct violation of Department of Defense regulation [225.7901 Export-Controlled Items](#). Please consult your manager before traveling internationally with company-owned laptops.

At no time and under no circumstances shall pornographic, sexually explicit, or harassing materials to be sent or knowingly received using company or government facilities. The Information Technology Department shall block access to Internet websites and protocols that are deemed inappropriate for the Company's operational environment.

Additionally, employees may not access the Internet using company or government equipment at any time for any of the following purposes:

- To visit websites that feature pornography, gambling, illegal drug-related or violent images, or that are otherwise inappropriate in the workplace.
- To operate an outside business, solicit money for personal gain, or to otherwise act for personal financial gain.
- To download software, articles, or other printed materials in violation of copyright laws.

INTERNET USE IS NOT PRIVATE: The Information Technology Department shall monitor the Internet use of all computers and devices connected to the corporate network. For all traffic, the monitoring system must record the source IP Address, the date, the time, the protocol, and the destination site or server. Where possible, the system will record the User ID of the person or account initiating the traffic. Internet Use records must be preserved for at least 180 days.

Although Internet access is for company business, brief, and occasional personal Internet use is acceptable if it is not excessive or inappropriate. Employees are responsible for exercising good judgment regarding the reasonableness of personal use. Individual departments are responsible for creating guidelines concerning personal use of the Internet/Intranet/Extranet systems. In the absence of such policies, employees should be

guided by departmental policies on personal use, and if there is any uncertainty, employees should consult their supervisor or manager.

For example: employees may use the Internet and phone to conduct a reasonable amount of personal business, such as making doctor appointments, communicating with teachers about their children, or contacting family members in an emergency.

Employees have no privacy while using electronic communications, and The Company reserves the right to access and monitor all messages and files on company or government computer systems at any time without notice. The Corporate IT team will verify compliance with this policy through various methods, including periodic walk-throughs, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner. Employees who violate this policy may be subject to disciplinary action up to and including termination.

2.10 PERSONAL DEVICES AND RECORDING

This policy applies to all Company employees. Its purpose is to establish guidelines for the use of personally owned mobile communication and recording devices in the workplace. This policy also serves to eliminate the chilling effect that may exist when one person is concerned that his or her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue when sensitive or confidential matters are being discussed.

Mobile Communication Device: A mobile communication device is defined as any cell phone, pager, personal digital assistant, MP3 player, headphone, Bluetooth device, or other wireless device that could be used to access the Company's network.

Employees must exercise discretion and restrict the use of personal mobile communication devices in the workplace. Employees should avoid excessive calls via personal mobile communication devices. For safety purposes, employees must follow state laws that require the use of hands-free equipment when driving on company business.

Recording Device: A recording device is a device used to intercept any wire, electronic, oral, or visual communication and includes, but is not limited to, mobile communication devices (including those with picture messaging), tape recordings, devices that can take photographs, and e-mails.

The Company does not wish to constrain the use of these devices unreasonably; however, it has a broader responsibility to ensure they are used appropriately, ensure the integrity of proprietary information, preserve the privacy of employees, and ensure that unauthorized surveillance does not breach the reasonable expectation of privacy in the workplace.

Recording devices and camera-equipped devices are generally restricted in accordance with state and federal regulatory guidelines concerning unauthorized surveillance. Unauthorized use of cameras in the workplace or in areas where there is an expectation of privacy, such as restrooms, is not allowed.

Recording Conversations: It is expected that employees will respect the privacy of other individuals in the workplace. Secretly recording individuals without their knowledge is incompatible with the Company's mission to foster an exchange of ideas. It is a violation of company policy to record conversations with a tape recorder or other recording devices (including a cell phone or any electronic device) unless prior approval is received from Corporate HQ leadership or all parties to the conversation.

Covert or secret recording of any conversation or meeting occurring in the workplace, including conversations or meetings that occur offsite that deal with workplace matters, is prohibited. Employees are also prohibited from arranging for others to record conversations, phone calls, or other work activities unless specifically permitted by the Company.

Furthermore, service contract employees working at federal locations may have additional policies that govern or prohibit the use of recording devices. Please contact your direct Manager for further details. Violating this policy will result in corrective action up to and including discharge.

2.11 SECURITY POLICIES

Security regulations violations are serious and may prompt immediate, positive, corrective action by management. Disciplinary action will be based on the circumstances of the violation and the security violation history of the employee involved. These policies serve as a guideline, and the Company reserves the right to decide which action is appropriate for the severity of the violation.

The Company has established policies that provide for appropriate administrative actions against employees who violate the policies in this manual. The Company's management has established a graduated scale of disciplinary actions that would be applied in the event of employee violations or negligence. Depending upon the degree of its gravity, a serious first violation may warrant immediate termination of employment. Management has the option to accelerate the punishment imposed if it is determined to be in the best interest of the company to do so.

2.12 WEAPONS POLICY

"Dangerous weapons," including firearms, explosives, knives, and other weapons that might be considered dangerous or that could cause harm, are strictly prohibited on company grounds and client work sites. All employees are responsible for keeping the workplace safe.

PCI Federal reserves the right to search all company-owned or leased vehicles, personal vehicles, containers, briefcases, purses, packages, and people entering the property, as well as lockers, desks, and other areas, at any time and at its discretion to determine whether any weapon is being or has been brought onto the property or premises in violation of this policy. Employees who fail or refuse to permit a search under this policy promptly will be subject to discipline up to and including termination.

2.13 ACCURATE AND COMPLETE ACCOUNTING

Employees are responsible for accurate and timely recordkeeping of all company assets, liabilities, revenues, and expenses. Compliance with accepted accounting rules and controls is required. All books, records, and documents must accurately and completely describe the transactions they represent.

3.0 EMPLOYMENT PRACTICES AND POLICIES

SCA / Union Employees and/or Employees Covered Under a Collective Bargaining Agreement: Employees covered by the Service Contract Act, or a Collective Bargaining Agreement, will be governed by those documents when applicable. Situations not addressed by the SCA / Union or a CBA will fall under the guidelines in this handbook.

3.1 STANDARDS OF BUSINESS ETHICS AND COMPANY CODE OF CONDUCT

The Company Code of Business Conduct covers a wide range of business practices and procedures. It does not cover every issue that may arise, but it sets out basic principles to guide all employees and officers of the Company. All our employees and officers must

conduct themselves accordingly and seek to avoid even the appearance of improper behavior. The Code should also be provided to and followed by the Company's agents and representatives. In addition, Company policies apply to various Company operations, and you need to know and follow those policies that apply to your Company work. (See the "Code of Conduct/Ethics Program Document" for the complete details regarding the Company Ethics program.)

The Company is dedicated to delivering the best-value services and products based on innovation and creativity. It prides itself on the high standards of excellence embodied by our operating principles. We expect our employees to personify these ideals when dealing with people inside and outside the Company. We have an uncompromising commitment to providing our customers with quality products and services while meeting high moral and ethical standards.

Professional courtesy begins at the workplace. If employees, supervisors, and managers treat each other with respect and consideration, the entire team will run more smoothly. Everyone will treat those outside the Company in a proper and respectful manner. The Company cannot thrive without the help and cooperation of all employees. The continuance of the friendly, cooperative, and productive spirit is everyone's mutual responsibility. Your attitude towards the Company, your interest in your work, your respect for the property of others, and your consideration of the rights and feelings of shareholders, customers, and fellow employees play a significant role in the overall success of the Company. The Code of Conduct is intended to provide guidelines for the professional, ethical, legal, and socially responsible behavior we expect of our employees. (The complete Company Ethics Policy and Code of Conduct is included as a separate document for each employee's signature upon joining the organization.)

The Company considers the rules of conduct to be an important aspect of each employee's job. They are a necessary part of managing our business so employees will be treated fairly and will be able to work safely and effectively. These rules apply to all employees. An employee who falls short of achieving acceptable standards of job performance or conduct will result in disciplinary action. In some cases, the violation may result in verbal or written warnings, suspension, or discharge. The type of action that an employee can expect will depend upon the seriousness and frequency of the infraction, the circumstances surrounding it, and the past record of the employee.

The following types of conduct are examples (and are not all-inclusive) that do not meet the expectations of the Company Code of Conduct and may lead to disciplinary action up to and including termination:

• Spreading of harmful gossip	• Inflicting harm or threatening harm
• Misuse/abuse of company property	• Insubordination/improper conduct toward a supervisor
• Rude or discourteous behavior toward customers or other employees	• Falsification of applications, timesheets, or any company record
• Any form of harassment or bullying of a coworker, shareholder, or customer	• Failure to keep accurate time records, or other violations of timekeeping
• Removal of any company, customer or government property, data, or equipment	• Failure to observe company and general safety practices
• Failure to immediately report accidents or illnesses sustained on the job	• Installing personal, non-business, or illegal software on company/customer computers
• Using e-mail or the Internet for unethical purposes	• Theft, destruction, or unauthorized removal of company/customer data, records, property, or equipment
• Disclosure of any information of a confidential, proprietary, or private nature	• Dishonesty or misrepresentation in relations with the Company or customer
• Excessive absenteeism or tardiness	• Below standard quality of work

3.2 PROFESSIONAL APPEARANCE/DRESS CODE

The Company’s policy is that each employee’s dress, grooming, and personal hygiene should be appropriate for the workplace.

- (1) Employees are expected to always present a professional, businesslike image to customers, prospects, and the public. Appropriate and acceptable personal appearance, like proper maintenance of work areas, is an ongoing requirement of employment with the Company. Radical departures from conventional dress or personal grooming and hygiene standards are prohibited.
- (2) Office workers and any employees who have regular contact with the public must comply with the following personal appearance standards:

- Employees are expected to dress normally and acceptably in similar business establishments. Employees should not wear halter tops, jeans, athletic clothing, shorts, flip-flops, T-shirts, novelty buttons, baseball hats, or similar items of casual attire that do not present a businesslike appearance.
 - Hair should be clean, combed, and neatly trimmed or arranged.
 - Sideburns, mustaches, and beards should be neatly trimmed.
 - Tattoos and body piercings (other than earrings) should not be visible.
- (3) Employees who do not regularly meet the public should follow basic safety and comfort requirements and should still be as neat and businesslike as working conditions permit.
- (4) Depending on the nature of their job, Certain employees may be required to meet special dress, grooming, and hygiene standards, such as wearing uniforms.
- (5) On special occasions, the Company may allow employees to dress more casually than is normally required. However, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, athletic wear, or similarly inappropriate clothing.
- (6) Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Nonexempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy also will result in disciplinary action.

3.3 REMOTE WORK POLICY

Remote work / Telework is a privilege that can be revoked or changed at the discretion of Management or project requirements. An employee is required to be available during the scheduled work hours unless PTO or out-of-office has been established and approved by leadership.

- (1) PROFESSIONALISM:** Working at home requires the same professional tone, language, and behavior as working in the office. Dress Business Casual. Choose clothing that looks professional and polished. Present a polished appearance by paying attention to grooming needs, including makeup, hair, and facial hair.
- (2) SETTING UP AND MAINTAINING A HOME OFFICE:** Choose the right location for your home office. Choose a quiet, well-lit area away from distractions and background noise. Obtain a reliable internet connection, laptop, headset, and

webcam. If applicable, choose ergonomic furniture and test different home office setups to find the most efficient choice.

(3) VIDEO CALL STANDARD: Being on camera is a requirement unless otherwise directed by leadership or meeting guidelines. Choose a well-lit and quiet space. Test technology before a meeting takes place. Ensure the internet connection, microphone, and camera are working correctly. Backgrounds for video calls should be either the company's green screen background, a pre-loaded Teams background, or a professional-looking space. Choose an area that is clutter-free for the meeting. Maintain eye contact with the camera. Speak Clearly. Use positive body language. Avoid slouching and sit up straight. Avoid multitasking during the meeting. Be on time for the meeting. Join the call a few minutes early to test your audio and video settings.

(4) CHILDCARE: REMOTE: Remote Work / Telework is not intended to reduce or serve as a substitute for childcare, daycare, elder care, or any other type of dependent care. In the event children are sick and required to stay home, employees must request leave to tend to their child (same applies to elder care).

3.4 PROFESSIONAL INTEGRITY

Employees should strive to conduct all business dealings and relationships with integrity, honesty, and respect for others. Employees should loyally and faithfully serve our principles and always deal fairly and honestly with customers and others with whom we do business. No employee should knowingly permit any transaction to occur that is not fair to our principles and customers alike.

Relationships with customers, manufacturers, suppliers, competitors, and employees are to be based on fair dealing, fair competition in quality, price, and service, and compliance with applicable laws and regulations.

Employees are responsible for maintaining high standards of honesty, ethics, integrity, and confidentiality at all times and for ensuring that all business transactions are conducted professionally and in the best interest of the Company, its employees, its customers, and its shareholders.

3.5 PROCEDURE FOR REPORTING OF ETHICAL VIOLATIONS

The Company has engaged Lighthouse Services LLC to provide an anonymous ethics and compliance hotline for employees of all PCI Federal companies. Employees are encouraged to use the hotline service in cases where their anonymity is desired. Please follow the company standard practices for all reports or issues that do not require anonymity. Reports may cover, but are not limited to, the following topics:

- Ethical Violations
- Wrongful Discharge
- Unsafe Working Conditions
- Internal Controls
- Quality of Service
- Vandalism and Sabotage
- Sexual Harassment
- Theft
- Discrimination
- Conduct Violations
- Alcohol and Substance Abuse
- Threats
- Fraud, Bribery, and Kickbacks
- Conflict of Interest
- Improper Conduct
- Theft and Embezzlement
- Violation of Company Policy
- Violation of the Law
- Misuse of Company Property
- Falsification of Contract
- Reports or Records

Please note that any information you provide may be the basis of an internal and/or external investigation into the issue you are reporting, and your anonymity will be protected to the extent possible by law by Lighthouse. However, your identity may become known during the investigation because of the information you have provided. Reports are submitted by Lighthouse to a Company designee for investigation according to our organization's policies.

Lighthouse Services' toll-free number and other reporting methods are available 24 hours a day, 7 days a week, for employees and staff.

- **Website:** www.lighthouse-services.com/pcifederalservices

It is important to understand the hotline is not a “big brother tool” but a positive way to maintain a culture of integrity. Your leadership team supports employees coming forward with ethical or company code of conduct concerns you may have. (The complete Company Ethics and Code of Conduct Document can also be accessed on the Lighthouse website as indicated.)

3.6 TIMEKEEPING, SCHEDULES, AND ATTENDANCE

The basic day of work for full-time employees is eight (8) hours, not including the meal period. 40 hours are worked per work week, and 80 hours are worked per payroll period every two weeks. The work week is typically Monday (12:00 a.m.) through Sunday (11:59 p.m.). However, some contracts and offices have location-specific schedules, including a 9/80 schedule, which may result in a different work week. Your manager will advise us as to the work week for specific contracts.

Numerous factors, such as workload, operational efficiency, and staffing needs, may require variations in an employee's starting and quitting times and total hours worked each day or each week. The Company also reserves the right to assign employees to jobs other than their usual assignments when necessary to meet contract production requirements. In addition, employees may be required to work overtime or work hours other than those normally scheduled whenever necessary.

Employees may be allowed to adjust their starting and quitting times to suit customer requirements or temporarily assist with personal schedule needs. All such workweek changes will be at the discretion of your supervisor. This section outlines the Company's timesheet policy and procedure. This applies to both exempt and non-exempt employees.

Due to the unique work schedules throughout Company locations and service contracts, an accurate timesheet is essential to ensure efficient use of company resources, effective monitoring of timesheet completion, and correct payments to staff.

3.6.1 PROCEDURE FOR TIMESHEET SUBMISSION

Each employee is responsible for completing an accurate and timely timesheet. Daily recording **of actual hours worked must be recorded at the end of each workday and submitted weekly.** There are no circumstances for timesheets to be held back or backdated for any work performed during that work week.

Salaried exempt employees are required to use sick/PTO or vacation to fill in any time under 40

- Employees who work on projects must indicate the project name on the timesheet next to the hours worked on that project. Additionally, applicable project timers should be utilized for each project as well.
- Employees out on leave will have their timesheets completed by their direct supervisor or another member of leadership at their location.

3.6.2 FALSIFICATION OF TIMESHEETS

Under no circumstances should an employee falsify his or her own timesheet or encourage a fellow employee to do so on their behalf. **This also includes completing timesheets in advance for work that may be authorized but not yet completed.**

It is the responsibility of the employee to submit correct timesheets. Falsification of submitted timesheets is considered a violation of our **Rules of Conduct Policy**, and disciplinary action will be taken.

3.6.3 POLICY ENFORCEMENT

Failure of an employee to submit a timesheet when required or the submission of a fraudulent timesheet may result in disciplinary action up to and including termination.

3.6.4 ATTENDANCE

For employees to effectively achieve their personal career objectives and for the Company to meet its business goals, everyone must work the hours normally scheduled for his or her position. Every employee is expected to report for work regularly and on time. When employees fail to do this, it often becomes necessary to rearrange job tasks and replace personnel to maintain the continuity of operations.

- Employees are required to notify their immediate supervisor within the first hour of their scheduled start time on the first day of any absence and on each day thereafter. Based on the anticipated duration of the leave, the supervisor may establish when the next contact from the employee is expected.
- An absence that is not reported will be considered unauthorized.
- An employee who is absent from work for three or more consecutive days without notifying his or her supervisor and without providing an acceptable reason for failing to notify the Company will be considered to have resigned from the Company.

- Anticipated leave time must be scheduled in advance and approved by the employee's supervisor prior to intended leave.
- An employee taking sick leave greater than three days should include documentation from a healthcare professional.

3.7 DISCIPLINE

All employees are expected to behave in an orderly, courteous, and positive manner and to fulfill the obligations of their job. If an employee violates Company rules of conduct or compromises the success of a contract, their immediate supervisor will communicate with the employee in accordance with these general guidelines.

The objective of disciplinary action is to correct problem situations and mistakes, and to bring about a desired change in job performance or behavior, while minimizing employees' loss of dignity and self-esteem. When it is in the best interest of the Company or its customers, the Company will apply corrective discipline in progressive steps.

Except for willful, consequential, serious, or repeat offenses that were committed after warning, where the Company determines that immediate dismissal is appropriate, the progression of disciplinary action MAY be taken as follows:

- Verbal or written warning.
- Probation, corrective action, or improvement plans.
- Termination of employment.

Be advised that the steps outlined above are subject to the discretion of management and the oversight of the Human Resources Department and will be determined on a case-by-case basis. When it is determined that an employee's action, behavior, or attitude is compromising the Company's interests, the employee can be terminated without providing a warning or following any disciplinary steps, and it will be considered "termination with cause."

Disciplinary actions will be handled fairly and equitably and, on a case-by-case basis, at the discretion of management. Management will be nondiscriminatory and reasonable in deciding the appropriate level of response to the problem situation. Employees may be discharged at the discretion of the Human Resources Department, based upon information and recommendations provided by management, when such action is determined to be in the best interest of the Company or its customers, and in accordance with all applicable state laws and regulations.

Corrective actions are not guaranteed or expected by employees and remain at the discretion of management, under the governance of the Human Resources Department. Management must consult with and obtain approval from Human Resources prior to administering any Performance Improvement Plans or corrective actions. Corrective actions will be allowed ONLY when management & the Human Resources Department believe taking corrective steps will result in a desirable outcome, AND when corrective action does not result in decreased customer satisfaction and job performance, AND when it is in the best interest of the Company.

3.8 INTELLECTUAL PROPERTY

The term "intellectual property" includes, but is not limited to, all of the Company's information, data, trade secrets, processes, procedures, discoveries, and inventions (whether patentable or not); Company-owned or developed computer hardware and software; computer systems information, documentation and manuals; names or lists of the Company's customers or vendors and their special requirements for service and products; company employees and their special skills and knowledge; and all formulas, techniques, processes, devices, marketing plans, strategies, forecasts, and compilations of information used by the Company which are or may be valuable to the Company or which are related to the actual or anticipated business or research of the Company. An employee who transfers or copies any intellectual property other than for the Company's benefit may be subject to immediate dismissal.

It is every employee's responsibility to protect the Company's intellectual property, and failure to do so may result in dismissal. (For full requirements and details, also see the Corporate [Information Technology Policy Manual](#), indicating "Intellectual Property" Policies.)

- Only upon written request and approval from management may an employee use data created by the Company for the employee's personal portfolio.
- Copying or removing company or customer files without approval may result in immediate dismissal.
- Electronically providing company or customer files to other persons without authorization from management is prohibited and may result in immediate dismissal.
- All work created by employees is considered the sole property of the Company or their customer unless explicitly stated otherwise.

3.9 CONFLICTS OF INTEREST

Any planned outside employment or work (paid or unpaid) must be discussed and approved in writing with management to ensure no conflict of interest exists prior to beginning work. Any unreported outside work is grounds for dismissal. The following are examples of conflicts of interest:

- Working, advising, or consulting with competitors or other companies, whether self-employed or direct hire.
- Competing and/or related work, including any services, administrative or otherwise, that the Company does.
- Any outside work with a current, future, or past customer that would affect the employee's ability to complete their PCI tasks and/or maintain integrity regarding their PCI duties.
- Ownership in a company that performs services or work that the Company does.

Reasons for the Company not approving additional work external to their position with the company may include, but are not limited to, the following:

- The work creates confusion with company customers and/or mission.
- It is difficult to segregate the work from the company.
- The work conflicts/competes with company products and services.
- Nature of work conflicts with company values

Any approved outside employment must be documented and included in the employee file to ensure no conflict exists.

Any time an employee performs other work or activities interfering with their attendance or performance of duties, the company considers this a conflict of interest. No employee should use his or her position with the Company or the information acquired during employment in a manner that may create a conflict, or the appearance of a conflict, between the employee's personal interests and those of the Company. All activities conducted as an employee of the Company should always place the lawful and legitimate interests of the Company over personal gain.

Absent written authorization by the Company, no employee shall be affiliated with any buyer, purchasing agent, or provider of goods or services to the Company. Such affiliation generally is inconsistent with the employee's capacity to deal equitably with all buyers, to fairly and honestly service principals, and to discharge his or her responsibility to the Company.

If an employee believes there may be a conflict of interest, they should immediately disclose the matter to an immediate supervisor or to the Corporate HR Department. Since the Company has no way to know the full scope of employee activities outside of the workplace, it is the employee's responsibility to review them with their supervisor to ensure no conflict exists. Employees are cautioned that the Company has a large service offering in many states with multiple customers so there may be conflicts that an employee is unaware of. The employee is solely responsible for communicating his/her activities with management to avoid conflict. Failure to do so may result in disciplinary action or termination.

3.10 EMPLOYEE CLASSIFICATIONS

At the time of hire, employees will be classified as full-time, part-time, or temporary.

- **Regular Full-Time Employees**—An employee who works at least thirty (30) hours per week and who maintains continuous regular employment status can be non-exempt or exempt and are generally eligible for benefits.
- **Regular Part-Time Employees**—An employee who works less than thirty (30) hours per workweek and who maintains continuous regular part-time status. Benefits are available based on the average number of scheduled and expected hours each week and as required by statute.
- **Temporary/Contract Employees**—An employee hired for a specific period of time or the completion of a specific project. Employees are considered temporary and may or may not be considered for full-time employment at the end of the assignment. These employees are generally not eligible for benefits. Like all employees who work for the Company, temporary employees work on an at-will basis. This means that both they and the Company are free to terminate their employment at any time for any reason that is not illegal—even if they have not completed the temporary project for which they were employed.
 - There is no distinction, with respect to compensation provisions, between temporary, part-time, and full-time employees. Accordingly, in the absence of expressed limitations, fringe benefits apply to all temporary and part-time service employees. However, temporary and part-time employees are only entitled to an amount of fringe benefits proportionate to the amount of time spent on covered work. (29 CFR 4.176)
 - **Inactive Employees**—An employee on unpaid leave or who is otherwise away from work but still active will not receive holiday pay and will not accrue sick leave or vacation leave. This employee is eligible to retain insurance

coverage if they choose and if the insurance premiums are paid by the employee and approved by management.

- **"Non-Exempt" and "Exempt" Employees**—All employees are classified as either "nonexempt/hourly" or "exempt/salary" in accordance with the Federal Fair Labor Standards Act (FLSA). Employees in certain types of jobs are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek.
- **Non-exempt (Hourly, SCA, and Union)**—This category includes all employees who are paid hourly and who are entitled to overtime pay for hours worked in excess of forty (40) hours per workweek. Employees covered by the Service Contract Act (SCA) are included in this category. Unless an alternative work week is in effect, non-exempt employees in California must be paid overtime for all hours worked beyond 8 (at 1.5 x hourly rate) or beyond 12 (2 x hourly rate) in a single workday; for the first 8 hours worked on the seventh consecutive day worked in the same work week; and for all hours worked beyond 40 straight-time hours in a work week.
- **Exempt (Salaried)**—This category includes all employees who are classified by the Company as exempt from the overtime provisions of the FLSA and any applicable state laws. Such employees are classified in executive, administrative, professional, and highly skilled positions.

3.10.1 INTRODUCTORY PERIOD OF EMPLOYMENT

The first three months (90 days) of your employment is an introductory period. This is an opportunity for the Company to evaluate your performance. It also is an opportunity for you to decide whether you are satisfied being employed by the Company. The Company may extend the introductory period if it desires. Completion of the introductory period does not alter an employee's at-will status.

3.11 JOB TITLES AND RESPONSIBILITIES

Job titles are intended to help identify the role the employee performs within the company. This role is described in a summary job description. This description outlines the basic scope of the work the employee performs but does not specifically identify all responsibilities. The job description is simply an attempt to summarize the employee's work and may be written or discussed. Employees should consider themselves agents of the company and perform tasks that are within the scope of their job area without

hesitation or restriction, provided the employee is capable, authorized, and certified. Any questions about your job should be discussed with your manager.

From time to time, it may be necessary to reclassify or rename a job title and to move the employee's designation. This is largely an administrative task and usually does not involve any change in salary or work requirements. Changes to an employee's job title will be communicated to the employee when it involves a salary action or change in responsibilities. This may be done for many reasons, such as:

- When job tasks evolve.
- When new positions are needed.
- To group or consolidate job titles.
- To split or divide job titles.
- When job titles become obsolete or irrelevant.
- To better reflect the work being performed, and/or
- To align job titles and employees for billing purposes.

3.12 EMPLOYMENT RECORDS

Personnel records maintained by the Company are confidential. A current, active employee may review his or her own file at the management's discretion. Personnel records may be released to others without the written authorization of the employee for the following reasons:

- To provide legal counsel for the Company when it is necessary to protect the interests of the Company and/or its subsidiaries.
- In response to a court order, administrative summons, search warrant, or subpoena.
- When these records are requested as part of governmental law enforcement authority investigation, such as when there is reasonable suspicion that an individual is, or has been, engaged in illegal activity; and/or
- To the Company's human resources, financial, and payroll employees who use the file in the normal course of business.

3.12.1 UPDATING EMPLOYEE RECORD INFORMATION

In order to obtain your position, you provided personal information, such as your address and telephone number. This information is contained in your personnel file.

Please keep your personnel file up to date by informing the HR Department of any changes. Also, inform the HR Department of any specialized training or skills you may acquire in the future, as well as any changes to any required visas. Unreported changes of address,

marital status, etc. can affect your withholding tax and benefit coverage. Further, an “out of date” emergency contact or an inability to reach you in a crisis could cause a severe health or safety risk or other significant problem.

3.13 BACKGROUND CHECKS

If an employee is working in support of a federal contract that requires a security clearance or government badge, the Company reserves the right to end employment if the employee is not approved during the initial request. Furthermore, if a position requires access to a government facility and access is not permitted or revoked for any reason, the Company reserves the right to end employment immediately.

3.14 EMPLOYMENT VERIFICATION

The Company takes every precaution to protect employees' privileged and confidential information and records. Therefore, all requests for information concerning current and former employees will be handled in a consistent and appropriate manner. All executives, managers, and supervisors who are approached either formally or informally and asked to provide information about employees or former employees of the Company must follow the information stated below. An informal request usually refers to a telephone or oral request; a formal request is usually presented in writing and signed by the requesting employee.

- All verbal or informal requests for information about employees or former employees will be referred to the corporate HR or Payroll office.
- The Corporate HR Office point of contact will approve all written responses to requests for information about employees or former employees.
- Information released verbally will be limited to confirming dates of employment, job titles, and job status.
- HR or Payroll will provide other employment verification information upon receipt of a written statement signed by the current employee which specifies information he or she agrees to be released.

3.15 SEPARATION OF EMPLOYMENT

If your employment with the Company ends, management or a Human Resources representative may conduct an exit interview. The purpose of the exit interview is to receive feedback and ensure all requirements have been met before the employee leaves.

Employees are asked to give at least two weeks' written notice of their intent to resign. Those who fail to provide such notice may be considered ineligible for rehire.

Upon termination, the employee must return all Company property, such as data, hardware, software, manuals, badges, or keys. Employees assigned to government facilities must out-process through the government agency's Security Office of the Provost Marshal's Office or other office as designated.

To the extent permitted by law, employees will be required to repay the Company (through payroll deduction, if lawful) for any lost or damaged Company property.

As noted previously, all employees are employed at will, and nothing in this handbook changes that status.

If a customer asks for an employee to be removed from a contract or loses confidence in the employee's ability to serve on the contract, the employee will be terminated.

If specified clearance is required for employment and employee loses or fails to obtain the required clearance within a reasonable allotted time, this will result in an employee termination.

3.15.1 REDUCTION-IN-FORCE

The Company is interested in its growth and productivity. Accordingly, it will attempt to avoid cutbacks and reductions in force whenever feasible. However, the Company may determine that a reduction in the workforce is warranted due to lack of work, reorganization, or other considerations.

3.16 TRANSFERS

The Company posts positions on its website. Any employee who is qualified for an open position may apply. It is the employee's responsibility to monitor this site and express interest in applying for the new position.

There are times when a position may need to be moved to a subcontractor to meet teaming or contractual obligations. This may result in the Company's termination with an immediate rehire with the subcontracting company.

All normal termination processes will apply, and the termination will be considered a position elimination, which will be noted in the personnel file. If the employee does not

wish to move to the subcontracting company, they are not obligated to accept the position and will be terminated from the Company.

Employees are free to request transfers to other positions if they become available or are possible. While management will consider transfers, the decision will ONLY be made when management believes the transfer is in the best interest of the customer and the Company and does not represent a risk to performance, morale, or safety. Likewise, the Company may offer or require transfers when in the best interest of the Company.

3.17 DISABILITY ACCOMMODATIONS (ADA & ADAAA)

The Company is committed to complying with all laws that protect qualified individuals with disabilities. It is the policy of the Company to promote an environment of acceptance and accommodation to persons with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAAA).

When requested, the Company will provide a reasonable accommodation for any identified physical, medical, mental, or covered disability of a qualified individual, provided the requested accommodation does not create an undue hardship for the Company or pose a direct threat to the health or safety of others in the workplace or to the requesting employee.

This policy applies to all applicants and employees and extends to all aspects of the Company's employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

To request an ADA accommodation to assist in performing the essential functions of an employee's job, the employee must submit a written request to their supervisor or the HR Department. The employee should include his or her suggestion for accommodation in the request. Once the company is made aware in writing by the employee of the need for accommodation, it will engage the employee in an interactive process to identify possible accommodation.

Employees are encouraged to use this procedure without fear of retaliation. Employees who believe they have been treated in a manner inconsistent with this Employee Handbook should notify a corporate officer or the HR Department.

4.0 COMPENSATION AND BENEFITS

SCA / Union Employees and/or Employees Covered Under a Collective Bargaining Agreement: Employees covered by the Service Contract Act, or a Collective Bargaining Agreement, will be governed by those documents when applicable. Situations not addressed by the SCA, Union, or a CBA will fall under the guidelines in this handbook.

The Company will not discharge or discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant, provided the information was obtained directly from the employee.

Employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose this information to individuals who do not otherwise have access to compensation information unless the disclosure is:

- In response to a formal complaint or charge(s).
- In furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer.
- Consistent with the contractor's legal duty to provide information.

If you have questions about this policy statement, please contact Corporate Human Resources.

4.1 PAYROLL

Timesheets must be submitted by all employees in a timely manner to ensure adequate processing time for the Payroll Department. Time must be recorded by each employee daily. The employee is paid every other Friday -- actual deposits may appear in your account in advance and are likely to be deposited on Thursday, as shown on the current year's Payroll Calendar. (See your specific PCIF Company's payroll calendar and/or CBA specified requirements.) Paychecks will reflect time worked for two weeks. Payroll provides direct deposit to the employee's selected bank for wages earned. Time for processing varies depending upon individual banks and is not within the company's control.

Payroll deductions, as well as those required by law, will be permitted only for those purposes approved by the Company. (Such as group insurance and retirement plans.) Employees using the appropriate forms will specifically authorize such deductions. These payroll deductions are computed on 24 or 26 pay periods per year, depending on the benefits plan of each of the PCIF companies. All employees are responsible for ensuring

deductions are recorded accurately. Certain insurance deductions are based on the employee's rate of pay. These deductions will fluctuate depending upon changes to the employee's salary.

The Company does not permit advances on paychecks or against accrued paid time off.

4.1.1 OVERTIME

Due to the workload variations, supervisors may ask employees to work beyond their normal shifts. The Company will compensate employees for overtime work according to the requirements of state and federal law. The Company will make every effort to provide proper advance notice of overtime requirements; however, this may not always be possible.

Non-exempt employees may work overtime only with prior management authorization.

Reimbursement for overtime will be made in accordance with the following provisions:

NON-EXEMPT (HOURLY/ SCA/ UNION): These employees will be paid at their straight-time hourly rate for all time worked up to forty (40) hours in one work week. Actual hours worked over forty (40) in one work week, one and one-half (1½) times their regular hourly rate, excluding any other premiums or differentials (leave without pay, holiday, and vacation hours are not counted as hours worked when computing overtime pay, or as directed by state requirements or CBA.

EXEMPT (SALARIED): Salaried employees are expected to work the hours necessary to perform their assigned duties, with no paid overtime compensation. In special circumstances, salaried employees will be compensated at their standard rate. Some contracts and circumstances may allow approved overtime to pay, and in those cases, the Company will pay salaried employees for overtime.

4.1.2 TRAVEL TIME FOR NON-EXEMPT EMPLOYEES OVERNIGHT, OUT-OF-TOWN TRIPS

Non-exempt employees will be compensated for time spent on company-required traveling (except for meal periods) during their normal working hours, on days they are scheduled to work, and on unscheduled workdays (such as weekends). They will also be paid for any

time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

4.1.3 OUT-OF-TOWN TRIPS FOR ONE DAY

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

4.1.4 LOCAL TRAVEL

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site unless it is much longer than his/her regular commute home from the regular work site. In such cases, the portion of the trip home in excess of the regular commute is compensable.

4.1.5 COMMUTING TIME

Under the Portal-to-Portal Act, travel from home to work and from work to home is generally non-compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home but is required to report to a worksite farther away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

4.1.6 WAGE GARNISHMENTS

A wage garnishment is an order from a court or a government agency directing the Company to withhold a certain amount of money from an employee's paycheck and send it to a person or agency. Wages can be garnished to pay child support, spousal support or alimony, tax debts, outstanding student loans, or money owed as a result of a judgment in a civil lawsuit.

If the Company is instructed by a court or agency to garnish an employee's wages, the employee will be notified of the garnishment at once. Please note that we are legally required to comply with these orders. If you dispute or have concerns about the amount of garnishment, you must contact the court or agency that issued the order.

4.1.7 PAY INCREASES/RAISES

The Company makes no promise or commitment to increase pay at any time during employment unless required by law. Non-mandated pay raises are at the sole discretion of management and are intended to strengthen the Company by rewarding employees for their contribution to the Company. Pay raises are based on several factors, including but not limited to contract requirements, Company profitability, and employee performance.

WAGE DETERMINATION (WD)/SERVICE CONTRACT ACT (SCA): Hourly employees who are covered under the Service Contract Act are given raises only when the Department of Labor (DOL) makes an adjustment to the hourly rates and the Contracting Officer updates the contract. The DOL generally reviews these rates every two years but there is no guarantee the rates will increase and sometimes decrease. Management reserves the right to provide additional raises for individuals on a case-by-case basis when it is in the best interest of the Company. Whenever possible, incumbent pay rates are maintained and considered when new contracts are awarded in order to reduce risk to contract performance.

MERIT INCREASES: The Company has a generalized policy regarding performance evaluations which applies to all employees. PCIFS LLC may conduct employee evaluations in a manner most suitable for their organizational environment. Within all our contracts and service areas we provide observation and guidance to the employee through a manager, supervisor, or lead. These Managers are empowered to provide continual, real-time performance evaluations and feedback to the staff. In general, the following factors are considered regarding potential raises for salaried employees:

- Timing is generally based on calendar year, contract anniversary, or employment anniversary and determined by management.
- The amount or percentage is based on Company profitability, budget constraints, and job performance.
- If an employee has not received significant or multiple corrections from their management (either written or oral), they are considered to be performing at an average level and will receive an "average increase" if one is given.
- An employee who has been given corrective direction or disciplinary action from management is considered to be performing below average. Below-average performance will be a factor in deciding raises for the employee and could result in withholding or decreasing a raise if one is given.

- An employee who consistently exceeds the expectations of management is considered to be performing above average. The above-average employee may receive higher-than-average raises or incentive bonuses.
- When a manager or supervisor determines it is advantageous to conduct performance evaluations, this information may be used in determining raises. It is not the sole factor.

COST OF LIVING INCREASES: The Company does not generally provide cost-of-living increases. The Company does reserve the right to provide a cost-of-living increase if it is determined to be in the best interest of the Company. A cost-of-living Increase is different from a merit Increase because it is applied uniformly to all employees within a contract, business or service area.

4.2 TIME OFF AND LEAVE

SCA Employees and/or Employees Covered Under a Collective Bargaining Agreement: Employees covered by the Service Contract Act, or a Collective Bargaining Agreement, will be governed by those documents when applicable. Situations not addressed by the SCA, Union, or a CBA will fall under the guidelines in this handbook.

It is the policy of the Company to provide medical, maternity, military, jury, witness, bereavement, and family leaves in accordance with applicable laws - including the federal Family and Medical Leave Act (FMLA), Family Leave Act, the Americans with Disabilities Act (ADA) and ADAAA, Title VII of the Civil Rights Act, the Uniformed Services Employment and Reemployment Rights Act (USERRA) - and any other applicable law. If conflicts exist between the Company's policies and state and federal statutes, the state and federal statutes will override the policy.

The Company provides paid time off for holidays, vacation, sick, and other leave. There are also other types of unpaid leave. All of these types of leave must be charged accurately on the timesheet. If an appropriate charge code is unavailable, contact the Company business office as soon as the charge is anticipated.

4.2.1 MEAL AND REST BREAKS

Non-exempt employees who work 8 or more hours in a day are required to take an unpaid meal break of at least 30 minutes. Meal breaks are not counted towards hours worked, and employees are to be completely relieved from duty during their meal break. PCI Federal will comply with all state laws regarding rest breaks.

4.3 HOLIDAYS

Full-time employees who are required to work a 40-hour work week will receive eight (8) hours of holiday pay per holiday. Part-time employees will be paid for holidays prorated based on a portion of hours worked if the holiday falls in the standard part-time work schedule. To receive holiday pay, employees must be in a pay status during the week of the holiday.

The Company observes the following eleven (11) federal holidays (additional days may be mandated by federal and state law and/or other days as required by the working location contract):

Holidays Observed by the Company:			
New Year’s Day	Memorial Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Juneteenth	Columbus Day	Christmas Day
President’s Day	Independence Day	Veterans Day	

- For exempt employees working directly on a contract, Holidays observed may differ from the corporate list depending on the terms of the specific Government contract or work location.

For non-exempt, Union, and SCA-covered employees:

- The holidays are listed in the appropriate wage determination or CBA. Holidays may vary from the corporate list.
- Holiday hours are prorated for part-time employees.

Work on Holidays: If an hourly/non-exempt employee is required to work on a holiday, they shall receive the regular daily rate for the holiday plus the regular hourly rate for the hours worked.

- Holidays may only be worked when the workload and management require it.
- Holidays may not be worked when the employee cannot provide meaningful service due to customers not being available, low workload or other factors.

4.4 VACATION

The Company encourages the use of vacation leave for rest and relaxation and has designed a generous vacation policy intended to meet those needs. Vacations should be

scheduled and taken so that the employee is away from work for at least five (5) consecutive calendar days during each calendar year. It is not mandatory to take five consecutive days; however, it is a way to achieve the desired rest period away from the workplace.

Whenever possible, vacations will be granted at the time most desired by the employee; however, final approval is reserved by management to ensure orderly operations. Vacation should be requested at least five (5) days in advance, when practical. As a rule, the more advanced the notice, the greater the likelihood of avoiding conflicts.

4.4.1 GENERAL POLICIES FOR VACATION TIME

- It is the responsibility of each employee to utilize all vacation time accrued during the calendar year by no later than February 28 of the following year. The Company reserves the right to require employees to schedule and use their vacation time within a designated timeframe. Any unused vacation time will be handled in accordance with Company policy or applicable state law regarding carryover and forfeiture.
- The Company reserves the right to require employees to use available paid leave during designated periods, including but not limited to instances of severe weather, government-mandated closures, or other operational disruptions.
- Company-paid holidays which fall during scheduled vacation periods will not be charged for vacation and it is the employee's responsibility to charge it correctly on the timesheet.
- Employees may not take vacation in excess of their accrued balance, and borrowing against future accruals is prohibited, unless expressly approved in advance by Human Resources and Executive Leadership.
- Vacation will not accrue when an employee is on unpaid leave of absence inclusive of unpaid FMLA leave.
- Vacation taken during a portion of a work week will NOT be considered as hours worked for overtime purposes.
- Vacation cannot be transferred or "gifted" between employees.
- Upon separation of employment, documented unused vacation, up to a maximum of forty (40) hours, will be paid at the current rate of base pay (*or as designated by state governance requirements).
- The Company reserves the right to require employees to use accrued vacation leave that has not been utilized, consistent with Company policy and all applicable state and federal laws. If an employee does not schedule their vacation within the

required timeframe, the Company may designate and require the use of accrued vacation leave to ensure compliance with carryover limits, payroll obligations, or other applicable legal and policy requirements.

4.4.2 EXEMPT AND NON-EXEMPT EMPLOYEE VACATION (NOT INCLUSIVE OF SCA/ CBA)

Accrued vacation for both exempt and non-exempt full-time employees is accumulated over the course of the year, starting from the date of hire. The employee accrues the applicable total vacation days over the year. **Vacation accrual for employees hired April 1, 2021 (July 1, 2021, for PCIM and MT) or after is based on the following chart and is available for use when vacation is accrued.**

Years of Service Completed	Vacation Days/Total Hours Per Year	Hours per Pay Period
< 5 years	10 days = 80 hours	3.08 hours per pay period
5 years but < 10 years	15 days = 120 hours	4.62 hours per pay period
10 years or >	20 days = 160 hours	6.15 hours per pay period

Note: Grandfathered/Legacy PCI Atmore employees hired prior to July 1, 2021, will continue to accrue vacation leave according to the policy in effect at the time of their hire. If the current accrual rate is more generous, those employees will be transitioned to the new accrual rate.

For contract incumbent employees, we honor years of prior service that are in support of the same contract work at the same location. This date is used to determine the accrual rate and may be different than the hire date. This date is called the “service date.”

4.4.3 VACATION CARRYOVER FOR ALL EMPLOYEES:

Employees are encouraged to utilize their accrued vacation within the current calendar year. In the event that business needs or extraordinary personal circumstances prevent an employee from doing so, a maximum carryover, as specified below, may be permitted. Any vacation hours in excess of the allowable carryover as of December 31 must be used by the last day of February of the following year; otherwise, such excess hours will be forfeited, in accordance with Company policy and applicable state laws.

- Employees who receive 80 hours of vacation annually may carry over a maximum of 40 hours of unused vacation into the new calendar year.

- Employees who receive 120 hours or more of vacation annually may carry over a maximum of 80 hours of unused vacation into the new calendar year
- Carryover limits may also be adjusted to comply with applicable state laws or regulations.

4.5 HOURLY SCA EMPLOYEE VACATION

Vacation for hourly employees is given as a lump sum on the work anniversary date according to the applicable Wage Determination (WD) for the contract they support. Employees cannot have more than the maximum allotted hours in the books and any unused vacation on the anniversary date is paid to the employee. The Company may require employees to take an unused vacation prior to the anniversary date. The Company requests that employees utilize all their vacation each year.

Note: The work anniversary date is the date the employee began supporting the contract or similar work at the same location. For incumbent employees this may be different than the date the employee began working for The Company. This date is called the “service date.”

4.6 SICK/PERSONAL LEAVE

In recent years, federal and state laws regarding sick leave have been enacted, some of which contain overlapping or conflicting requirements. To provide clarity and consistency, the Company maintains a sick leave policy that is more generous than the minimum requirements established by most state laws.

- All Salaried/Exempt full-time employees will have 64 hours of sick/personal time banked in their available leave balance on January 1st of each year. (Note that EO 13706 requires 56 hours annually.) Salaried/Exempt full-time Employees hired after January 1 will receive a prorated amount of sick/personal leave, calculated at 2.46 hours for each remaining pay period in the calendar year, which will be added to their leave balance accordingly.
- All Hourly employees will accrue up to 64 hours of leave, based on hours worked.
- All unused sick leave carries over each year to a maximum of 240 hours of accrual balance. (As the sick leave balance goes below 240, accruals will begin again up to the allowed 64 hours per year.)
- Sick/personal leave is not paid out upon separation of employment.
- When three or more sick/personal days are used in sequence, a physician’s note may be required.
- Employees should notify their manager as soon as possible, but no less than an hour prior to work start (except in the case of an emergency).

4.7 MILITARY LEAVE

The Company is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Human Resources (HR) department.

Employees taking part in a variety of military duties are covered under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including active duty, reserve, or National Guard, for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the law, these benefits are generally limited to five years of leave of absence.

To be eligible for military leave, you must provide management with advance written notice of your service obligations unless you are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for you to provide such notice.

Provided your absence does not exceed applicable statutory limitations, you will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Please ask the management for further information about your eligibility for Military Leave.

If you are required to attend yearly Reserves or National Guard duty, you can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). You should give management as much advance notice of your need for military leave as possible so that we can maintain proper coverage while you are away. Employees are permitted to use any accrued vacation leave toward military service time. However, the Company does not require employees to use paid vacation leave to apply toward military service leave and may take leave without pay.

4.7.1 BENEFITS DURING MILITARY LEAVE

During your leave, the Company will continue your health insurance benefits under these circumstances:

- If you are absent for 30 or fewer days, you will be treated as any employee on leave. The Company will continue to pay its share of the insurance premium, and you must continue to pay your usual share.
- If your leave lasts longer than 30 days, you will need to plan to pay the entire premium to continue your benefits.

Reinstatement to Position after Military Leave Ends:

An employee whose military leave has ended must return to work or inform the Company that he or she wants to be reinstated in accordance with these guidelines:

- **Military Leave 30 days or less:** For a leave of 30 or fewer days, the employee must report back to work on the first regularly scheduled workday after completing military service, allowing time for travel.
- **Military Leave 31 to 180 days:** For a leave of 31 to 180 days, the employee must request reinstatement within 14 days after military service ends.
- **Military Leave 180 days or greater:** For a leave of 181 days or more, the employee must request reinstatement within 90 days after military service ends.

Upon notification of intent to return to work, the employee must provide military discharge documentation to his or her supervisor that establishes the timeliness of application for reemployment and the length of the staff member's military service. An employee returning from military leave will receive seniority and other benefits determined by the seniority the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have obtained with continuous employment. In addition, time spent on active duty will be counted towards eligibility for FMLA once the employee has returned to work.

4.8 BEREAVEMENT LEAVE

Employees are allowed up to three (3) eight-hour days of paid leave, if necessary, for travel or other reasons in the event of the death of an immediate family member. For purposes of bereavement leave, immediate family is defined as an employee's spouse or domestic partner; child (biological, adopted, stepchild, or foster child); parent (biological, adoptive, step-parent, or legal guardian); sibling (including step-siblings and half-siblings); grandparent; grandchild; parent-in-law; child-in-law (son-in-law or daughter-in-law); and sibling-in-law (brother-in-law or sister-in-law).

Employees may be allowed up to two (2) eight-hour days of paid bereavement leave for the loss of an extended family member, defined as an employee's aunts, uncles, cousins, nieces, or nephews.

Employees are requested to provide specific information regarding their relationship to the deceased to approve and determine the total bereavement leave they will receive.

Employees scheduled to work less than 40 hours per week will receive bereavement leave on a prorated basis, calculated according to their average hours worked.

4.9 JURY DUTY

The Company recognizes an employee's civic duty to report for jury duty and will permit the necessary time off for jury service. Employees must provide a copy of their jury duty summons to their immediate supervisor as soon as it is received. The employee will charge their time to jury duty and will be paid for time away from work.

If jury duty continues for more than one (1) week, the Manager should be notified immediately, as this will cause undue hardship. At the end of jury service, the employee must provide documentation of the jury duty's completion to their supervisor and the Payroll Administrator. Any jury duty pay goes to the employee.

If an employee is summoned as a juror or subpoenaed as a witness, they may be granted leave with pay except when the employee is engaged in litigation from which he or she benefits personally. Then vacation time should be used for the leave.

4.10 EMERGENCY, WEATHER, AND CLOSURES

During emergencies such as natural disasters, inclement weather, power outages, or other events outside the Company's control, employees are responsible for contacting their manager or supervisor to determine reporting requirements.

In the event of an office closure due to weather, government directives, or other similar circumstances, employees who are not able to work (either on-site or remotely, if applicable) will be required to use available accrued paid leave (such as vacation or personal leave) for the duration of the closure.

If an employee has no accrued leave available, the time will generally be considered unpaid, unless otherwise required by applicable state or federal law.

Employees will not receive pay for time not worked during closures unless they are using approved paid leave or are otherwise required to be paid under applicable law. Exempt employees under the Fair Labor Standards Act (FLSA) are required to use available paid leave to cover full-day absences during a closure. However, if an exempt employee performs any work during the workweek, they will remain eligible for their full salary in accordance with FLSA guidelines.

4.11 LEAVE OF ABSENCE

A Leave of Absence without pay is an authorized absence from work without pay for a consecutive period for sick or personal leave, which may be granted after an employee has exhausted his or her Vacation, Sick, and/or FMLA Leave.

4.11.1 LEAVE WITHOUT PAY (LWOP)

Non-FMLA Leave: Full-time employees with one year or more of continuous service may request, in writing, unpaid leave of absence (LWOP) for a period of up to thirty (30) calendar days, provided that the workload permits and granting the leave does not create an undue hardship for the Company. Such leave must be approved by the employee's supervisor, Human Resources, and any other appropriate department(s) before it is granted.

- Employees whose FMLA leave has expired may request LWOP for up to thirty (30) days if circumstances indicate that they are not able to return to work and perform their essential duties before or by the end of the 30-day period. These types of requests will be considered on a case-by-case basis and determined by Human Resources and the company's leadership.
- Holidays occurring during a leave of absence without pay will not be paid.

4.12 FMLA

The Company complies with the Family and Medical Leave Act (FMLA) and will grant up to 12 weeks of unpaid job-protected leave during a rolling 12-month period to eligible employees (or up to 26 weeks of military caregiver leave). Eligibility and requirements are established by federal statute and is the policy of the Company. State laws may also be applicable. All FMLA leave requests should be filed with our leave partner, ComPsych.

FMLA leave is available for any of the following reasons:

- In connection with the birth or adoption of a child, including placement of a child in an employee's home for foster care.

- To care for an employee's spouse, son, daughter, or parent who has a serious health condition. "Spouse" is defined as the employee's husband or wife as recognized under state law for purposes of marriage, which includes common law marriage in states in which it is recognized. This definition does not include domestic partners. "Parent" is defined as a biological parent or a person who stood *in loco parentis* to the employee when the employee was a child. This definition does not include the employee's parents-in-law.
- For a serious health condition (personal illness or injury) that makes the employee unable to perform his or her job.
- A period of incapacity that requires absence from work, school, or other regular daily activities for more than three (3) days and the continuing treatment by or under the supervision of a doctor.
- During an approved FMLA leave period, the Company will continue to pay its portion of the cost for insurance benefits (such as medical, dental, and life insurance). Employees are responsible for arranging payment of their portion of benefit premiums with the Human Resources and Payroll Departments prior to the start of their leave to ensure continuous coverage.

4.12.1 GENERAL POLICIES FOR FAMILY AND MEDICAL LEAVE

- FMLA is mandated by federal statute, and the Company will comply with all of the requirements that apply to businesses of our size.
- When family leave is granted for personal illness or to care for an ill family member, the Company requires that the employee provide subsequent statements from the physician.
- Employees will return to the same or equivalent position they held prior to going on FMLA leave. They will receive the same pay and benefits they had prior to going on FMLA. There will be no waiting period for benefits to resume after returning from FMLA leave.
- An employee who does not return from a leave of absence on the day stated in the original application or any approved extension will be considered to have voluntarily resigned from employment as of the day the leave of absence began.
- An employee returning from leave for personal medical reasons will be required to provide a certification from their healthcare provider that they are able to return to normal duties with or without reasonable accommodation. For additional details on reasonable accommodation requests, please refer to the "Disability Accommodation Policy".

- While on FMLA, employees will not accrue leave or be eligible for holiday pay unless the use of FMLA is on an intermittent basis. An employee who remains in a paid status during a pay period (i.e., is utilizing sick leave and/or vacation leave) will accrue leave and be eligible for holiday pay during that applicable pay period.
- Twelve (12) weeks of FMLA leave will be granted in any twelve-month rolling period. The calculation method utilized by the Company measures the twelve (12) month period forward from the date an employee's initial FMLA leave begins.
- An employee's contract service date will be used to determine eligibility.
- Spouses who are both employed by the Company are limited to a combined total of 12 workweeks of family leave for the following reasons:
 - The birth and care of a child.
 - The placement of a child for adoption or foster care, and to care for the newly placed child.
 - To care for an employee's parent who has a serious health condition.
 - Leave to care for a newborn child or a newly placed child must conclude within 12 months after the birth or placement. (See CFR Section 825.201)

4.12.2 SUBSTITUTION OF PAID LEAVE

- An employee who has accrued sick leave must use these benefits to receive pay for all or a portion of family and medical leave.
- Employees will be required to utilize accrued sick leave and may elect to use other paid leave concurrently with approved FMLA leave unless State Disability or Disability Insurance applies. In such cases, the employee will be required to use available sick leave during the unpaid portion of State Disability or Disability Insurance requirements, and the leave will be counted against the FMLA entitlement.
- If an employee runs out of sick leave during the FMLA-designated leave time, unused paid vacation leave will be utilized to cover the payments for elected benefits.
- If an employee then runs out of accrued vacation time, **the employee must make arrangements to pay for their portion of benefits.**

4.12.3 INTERMITTENT LEAVE

Employees may take FMLA leave all at once or intermittently—a day or two at a time—for their own serious health condition or to care for a family member with a serious health condition if it is medically necessary to do so. If you need intermittent leave for medical treatment, you must try to schedule your treatment so it does not unduly disrupt the

Company's operations. We may temporarily reassign you to a different position with equivalent pay and benefits to accommodate the intermittent schedule.

4.12.4 STATE-SPECIFIC FMLA LEAVE REQUIREMENTS

Consult with the Human Resources department to determine the sick leave policy and any applicable state sick leave laws that apply to your service area.

4.13 DISABILITY LEAVE

The Company offers short-term and long-term disability (STD/LTD) benefits to eligible employees who work at least 30 hours per week in a regular, non-temporary position, in accordance with state and federal laws.

If a disability also qualifies under the Family and Medical Leave Act (FMLA) or applicable state family or medical leave laws, the leave will run concurrently with those protections. In states offering statutory disability benefits, employees must apply through the state's disability insurance program in addition to any Company-provided benefits.

Employees should notify Human Resources as soon as possible to begin a claim and provide required documentation from their healthcare provider confirming the need for leave and the anticipated return-to-work date.

5.0 BENEFITS

PCI Federal aims to provide an equitable benefit program for our employees. Full-time employees will be eligible to participate in the benefits package on the first of the month after their hire date.

Benefits are subject to requirements imposed by the provider. Plans and details are subject to change. Employees should consult the individual benefit documentation from the benefit provider for details. Benefits provided by establishments other than this Company are subject to the rules and implementation of the provider and are subject to change. This handbook is intended to provide general information and may be outdated. Note that the costs and details of benefits and coverage are subject to change and are outside of the Company's control.

5.1 OPEN ENROLLMENT

Benefit enrollment is restricted to hiring and open enrollment periods. Generally, benefits can be changed only during these periods unless the employee has a "qualifying event."

- A qualifying life event is a change in an individual's life that allows them to update their health insurance benefits outside of the open enrollment period.
- Loss of health care coverage.
- Changes in household/family status change (new baby/adoption, marriage, divorce, death).
- Other events as defined by federal statutes.

The benefit provider regulates open enrollment. Changes are generally made online through the benefits portal and must be made within 30 days of the “qualifying event.”

5.2 HEALTH AND WELFARE – SCA WAGE DETERMINATION / CBA

Non-exempt hourly SCA / CBA employees receive Health and Welfare payments based on the Service Contract Act (SCA) Wage Determination (WD) that the government has implemented into the contract or the Union CBA. Generally, this is an hourly benefit of a specified amount. The benefit is calculated according to the type of WD / CBA included in the contract, and Department of Labor guidelines are processed with each payroll.

5.3 COBRA

The provisions of the **Consolidated Omnibus Budget Reconciliation Act** (COBRA) give workers and their families who lose their health benefits the right to choose to continue group health benefits provided by their group health plan for limited periods of time under certain circumstances. These circumstances include voluntary or involuntary job loss, reduction in the hours worked, transition between jobs, death, divorce, and other life events.

After a qualifying event, the employee or dependent is responsible for applying for coverage and paying the full cost of coverage at the Company's group rates plus an administration fee for the continuation of coverage. You have a right to continue your health insurance coverage for up to 18 months. Surviving dependents are entitled to up to 36 months of continued coverage. Please refer to the COBRA Continuation Notice provided by the insurance carrier. An application for COBRA must be made by the employee. The insurance provider manages COBRA; PCI Federal does not make or manage these decisions.

5.3.1 HIPAA

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) offers protection for workers and their families who have preexisting medical conditions and might suffer discrimination in health coverage due to factors related to their health. Decisions and

determinations regarding HIPAA are managed by the insurance provider; the Company does not make these decisions.

HIPAA:

- Limits exclusions for preexisting conditions.
- Prohibits discrimination against employees and their dependents based on their health status.
- Guarantees renewed ability and availability of health coverage to certain employees and individuals.
- Protects many workers who lose health coverage by providing better access to individual health insurance coverage.
- Protects an individual's health information and his/her demographic information; and
- Allows individuals to carry their health insurance from one job to another so that they do not have a lapse in coverage.

5.4 WORKERS' COMPENSATION

The Company provides workers' compensation insurance either directly by the Company or through state-provided programs for injuries or illnesses occurring during the course of your employment. Workers' compensation law (OSHA) requires the employer to report all work-related illnesses and injuries to its insurance carrier.

It is important for employees to furnish their manager with complete and immediate information (on the same day of occurrence) about any accident that occurs on the Company or government premises in which they were involved. Your manager will inform you of the procedures to be followed. When treatment is needed, ensure the medical facility providing the treatment understands that it is a workers' compensation claim.

Generally, workers' compensation does not include injuries received while traveling to or from work or during the lunch period. No premium is charged to the employee for this coverage, and no individual enrollment is required.

The procedures for timekeeping during workers' compensation-related leave are listed below.

- The day of the injury should be indicated as regular time worked up to eight (8) hours.

- The second full day following the injury and any additional days are the employee's responsibility and can be accommodated by sick time or vacation time.
- Workers' compensation insurance will pay compensation after the third (3rd) calendar day missed.
- FMLA will be implemented for Workers' Compensation leave of more than three (3) days.

See the index of the policy manual for the Worker's Compensation Insurance Carrier and appropriate contact information for each company and state location.

5.6 EDUCATIONAL ASSISTANCE AND TUITION REIMBURSEMENT

The Company is committed to recruiting and retaining personnel who are qualified to meet position requirements. Through the Educational Assistance/Tuition Reimbursement Program, the Company provides financial support for continuing education directly related to the employee's current position and professional development objectives. Employees may be eligible for up to \$1,500 per calendar year for education assistance. Participation in this program is intended to enhance job performance and professional competencies and does not constitute an entitlement to automatic promotion or advancement.

All tuition or education assistance requests, including course schedules, must be pre-approved by the employee's manager and the Human Resources Department prior to enrollment. Employees must demonstrate the relevance of the course to their position, maintain a minimum grade of "B" (or equivalent for pass/fail courses), provide documentation of course completion, and attend all required sessions for conferences or seminars. Registration fees, books, and other associated costs are not included in tuition.

Regular, full-time employees are eligible to request Educational Assistance after completing one year of employment (based on actual hire date). Eligibility may be affected by changes in employment status or budgetary constraints. Employees currently under formal corrective action, such as a performance improvement plan or suspension, are ineligible for this benefit for a period of one year following the corrective action. (For additional information, refer to the Human Resources "Educational Assistance Policy and Procedures.")

5.6.1 PROFESSIONAL DEVELOPMENT REIMBURSEMENT

The Company supports ongoing learning and professional growth. Employees may be eligible for reimbursement of professional development expenses, including courses,

certifications, conferences, or workshops, when such activities are directly related to their current role or career progression within the Company. All professional development expenses must be pre-approved in writing by both the employee's manager and Human Resources prior to enrollment or payment to qualify for reimbursement.

5.6.2 JOB-RELATED TRAINING

The Company is committed to helping employees grow in their roles and stay confident in their skills. We believe continuous learning strengthens both individual success and the success of our organization. Job-related training may be provided in the following situations:

- **Certification or Recertification:**
When employees need to obtain or renew certifications required for their roles. These opportunities are often based on specific needs outlined in government contracts or customer requirements.
- **New Equipment, Systems, or Processes:**
When new tools, systems, or procedures are introduced, employees affected by these changes will receive the necessary training—either hands-on or classroom-based. Training may be offered internally by qualified instructors or externally through equipment manufacturers or specialized programs.
- **Skill Development and Growth Opportunities:**
When training is needed to strengthen existing skills, learn new ones, or support new business opportunities, the Company will provide or facilitate access to those resources to help employees continue developing professionally.

RECEIPT AND ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK

This Employee Handbook is designed to help you become familiar with PCI Federal LLC and provide guidance on the Company's policies and procedures. While it serves as a helpful reference, it is not the final authority and is not all-inclusive; state and federal laws take precedence over any information contained in this handbook. Individual situations may require specific attention, adjustments, or exceptions. This handbook does not constitute an employment contract and does not create any promises or contractual obligations. The Company reserves the right to modify the contents of this handbook at any time, at its discretion, without prior notice.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Company's Employee Handbook.

- I have received a copy of the Company’s Employee Handbook. I understand the policies in it are subject to change at the sole discretion of the Company at any time.
- I understand that should the content be changed in some way, the Company may require an additional signature from me to indicate that I am aware of changes and understand any new policies and/or procedures.
- As an employee of the Company, I agree that my employment can be terminated with or without cause and with or without notice at the option of myself or the Company.
- I understand that any employee rules, policies, benefits, or any other statements, whether written or oral, made by the Company or its representatives are not contracts of employment.

Employee Name (Printed)

Employee Signature

Date

File: Employee Personnel File