

BROSNAN RISK CONSULTANTS AND B S S GROUP, INC.

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# EMPLOYEE HANDBOOK

## **INTRODUCTION**

This is your Employee Handbook. Brosnan Risk Consultants and B S S Group, Inc has provided you with this set of general guidelines to give you a better understanding of what the Company expects of you and what you can expect of the company.

Whenever you have a question about Company policies and procedures, you can refer to this Handbook for guidance. Of course, if you still have questions, your supervisor will be more than happy to answer any questions that you might have.

While the Company will generally follow these guidelines, you should understand that this Handbook does not constitute a contract and that these guidelines can be changed, at management's sole discretion, at any time for any reason or for no reason at all, with or without any notice.

## **WELCOME TO BROSNAN RISK CONSULTANTS AND B S S GROUP, INC.**

As Chief Executive Officer of Brosnan Risk Consultants and B S S Group, Inc. Company, I would like to take this opportunity to welcome you as a member of our team. We hope that you will find your employment with us to be an interesting, challenging and enjoyable experience.

Brosnan Risk Consultants and B S S Group, Inc. was established in 1996. BRC'S unique approach to providing customer friendly, quality security services, has ignited Brosnan to grow from a small regional security firm to a national security provider. Our growth has not deterred us away from our boutique top tier customer service approach. Brosnan Risk Consultants and B S S Group, Inc. enjoys a reputation for honesty, integrity and good citizenship. We hope that you will join with us as we strive to build and improve upon our proud history.

Our Company attempts to promote a feeling of understanding and respect with regards to our employees. I personally believe that the key to our success lies in the quality and dedication of our people. Each employee of the Company plays a critical role in providing our customers with the best service possible. The fact is that we sell only one thing – **SERVICE** (Customer/Resident/Visitor Oriented). Customers come to us because of the services which we provide and because they like working with **YOU**. If our customers like you, they will enjoy doing business with the Company. We are a friendly group and we hope that you will also work to promote this image.

Because of our belief in the importance of our employees, Brosnan Risk Consultants and B S S Group, Inc. strives to promote a work environment where employees are treated with dignity and respect. If you have any ideas for improving the way the work is performed, or if you have any other suggestions or problems, you should feel free to discuss these matters with your supervisor. By working together as a team, the Company hopes to continue our tradition of providing top tier security services to all industries they we services.

Sincerely,

Patrick J. Brosnan, CEO

## **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of Brosnan Risk Consultants and B S S Group, Inc. to recruit, hire, train and promote employees without discriminating based on race, sex, color, age, religion, national origin, genetic information, disability or veteran status. Brosnan Risk Consultants and B S S Group, Inc. further recognizes that the effective application of such a policy of merit employment involves more than just a statement and will, therefore, train and advise those who are in a position to make decisions regarding hiring, salary administration and other terms and conditions of employment in the positive application of this policy. In addition, this policy will be made known to all employees of Brosnan Risk Consultants and B S S Group, Inc. and all recruitment sources such as employment agencies and newspapers as well as all persons who come to Brosnan Risk Consultants and B S S Group, Inc. for the purpose of seeking employment.

Note: If your State Civil Rights Laws are more expansive, make sure to include any protected groups (such as coverage for sexual orientation or gender identity) covered by State Law which are not covered above.

## **NEW EMPLOYEE ORIENTATION**

As a new employee of Brosnan Risk Consultants and B S S Group, Inc., you will be provided with a ninety (90) day Orientation period. This period is designed to provide you with an opportunity to become acquainted with your job and with the Company. This Orientation program will begin on the first day that you report to work. On that day, you will be met by your supervisor and/or the Director of Compliance. During your first day's Orientation procedure, you will be provided with an overview of your job responsibilities, the Company's policies, procedures and benefits.

Your supervisor will be spending extra time with you, helping you to master your job responsibilities, during your first weeks of employment. Your supervisor will conduct a formal evaluation of your on-the-job progress after your first thirty (30), sixty (60) and ninety (90) days of employment. During these evaluations, your supervisor will review

your progress with you and will provide you with new goals to meet. The purpose of these evaluations is to provide you with an opportunity to discuss your progress with your supervisor in order to help you to better understand your job responsibilities.

You should take advantage of these opportunities to learn as much as possible about your job and how it fits into the work of the Company. By making a concerted effort to learn as much as you can about your job during your Orientation period, you will greatly improve your chances of success with the Company.

### **DEFINITIONS OF EMPLOYMENT STATUS**

When you read this Employee Handbook, you will see terms like "regular full-time employee." In order to help you to understand what is meant by these terms, we have provided the following definitions of these terms. These terms may be used individually, or in combination with each other. If you have any questions about the meaning of any of these terms, the Director of Compliance will be more than happy to answer any questions that you might have.

#### **DEFINITIONS:**

##### **Regular Employee**

A regular employee is any employee who has satisfactorily completed their orientation period and who has been hired for an indefinite period of time.

##### **Full-Time Employee**

Any employee who is regularly scheduled to work more than thirty (30) hours per week is considered to be a full-time employee.

##### **Part-Time Employee**

Any employee who is regularly scheduled to work thirty (30) hours per week or less will be considered to be a part-time employee.

##### **Temporary Employee**

Any employee who is hired to work for a definite period of time, not to exceed one year, will be considered to be a temporary employee.

**Exempt Employee**

Any employee who is exempt from the provisions of the Fair Labor Standards Act is considered to be an exempt employee. Exempt employees are typically those whose positions are classified as executive, administrative, professional or outside sales. These employees are not eligible for overtime compensation.

**Non-Exempt Employee**

Any employee who is not exempted from the provisions of the Fair Labor Standards Act is considered to be a non-exempt employee. These employees are eligible for overtime compensation for all time worked in excess of forty (40) hours per work week.

**CONFIDENTIALITY RESPONSIBILITIES**

Protecting the confidentiality of our client's information is critical to the success of both the client and Brosnan.

There will never be any excuse for revealing, to any other outside source, the details of a customer job site their proprietary information. Outsiders include members of an employee's family and other employees of Brosnan Risk Consultants and B S S Group, Inc. who do not have a "need to know."

We are responsible for the safety and security of our clients and their property, including the geographical area that Brosnan is contracted to secure. It is the duty of all Brosnan employees to ensure the safety and security as outline above.

Compromising the safety, security of our clients, their employees or the area they employ Brosnan to secure, or the confidentiality of our client's information, will result in disciplinary action and/or termination.

### **CODE OF PROFESSIONAL CONDUCT**

As an employee of Brosnan Risk Consultants and B S S Group, Inc., you will be expected to adhere to the high standards of integrity and professionalism which are vital to our success in the financial services industry. Your conduct and behavior, both on and off the job, reflect on the Company's image in the community.

In general, you will be expected to conduct yourself in such a manner as to enhance the professional image and effectiveness of the Company in its goal of serving the needs of our customers. Any behavior which would detract from the effectiveness or professional image of the Company is considered grounds for disciplinary action.

In order to assist employees in understanding exactly what the Company expects from them in this respect, the following **Code of Professional Conduct** has been established. While it would be impossible to compile a complete list of all possible actions which might result in disciplinary measures, the following set of guidelines are examples of misconduct which may subject an employee to disciplinary actions up to and including discharge:

### **CODE OF PROFESSIONAL CONDUCT**

All of our employees are expected to adhere to the Company's high standards of ethics, honesty, integrity and professionalism. Any conduct which may detract from the effectiveness of our organization, or which would be contrary to the high standards of integrity and professionalism expected by the company will result in disciplinary action. Examples of such misconduct include but are not limited to the following:

- 1) Violating the confidentiality of employee's or customer's proprietary information
- 2) Excessive absenteeism or tardiness
- 3) Failure to obtain advance approval for personal time off

- 4) Dishonesty
- 5) Insubordination or argumentative reluctance
- 6) Engaging in any form of Sexual Harassment
- 7) The use of expletives or racial or ethnic slurs
- 8) Consumption of alcoholic beverages on Company premises without the specific permission of the CEO of the Company
- 9) Using or being under the influence of intoxicating beverages, marijuana, hallucinogens or other illegal drugs or narcotics on Company premises or while conducting Company business.
- 10) Theft of Company property, customer's property or other employees' property.
- 11) Use of Company supplies or premises for personal reasons without specific permission
- 12) Wearing or carrying weapons of any type, unless individual is a former LEO with an active handgun license and directed by the Company.
- 13) Physical assault upon another Company employee or guest
- 14) Defacement of Company property or premises
- 15) Disclosure of confidential information to persons outside the Company or breach of confidential trust; either within or outside the organization.
- 16) Failure to comply with Company security procedures
- 17) Failure to perform assigned duties in a satisfactory manner
- 18) Failing to adhere to the high standards of ethics and conduct required by the Company
- 19) Engaging in conduct that is detrimental to the development of a cooperative "team" work environment or otherwise disrupting the cooperative, harmonious teamwork environment we strive to promote
- 20) Making or receiving excessive personal phone calls, including personal cell phone calls
- 21) Any other violation of Company policies or procedures



You should realize that any breach of confidentiality or Company policy relating to the handling of customer security is extremely serious and will not be tolerated. Such violations may result in your immediate termination.

### **Offenses Warranting Immediate Termination**

There are a number of types of employee misconduct or malfeasance which are so serious they may result in an employee's immediate termination. Examples of such misconduct include, but are not limited to, the following:

1. Absence without notification for one or more consecutive days.
2. Theft, fraud or embezzlement.
3. Physical assault or threatening physical assault on employees or others on company property.
4. Fighting on company property.
5. Use, consumption or possession of alcoholic beverages or illicit drugs on company property.
6. Providing products or services in competition with Brosnan Risk Consultants and B S S Group, Inc..
7. Insubordination or refusal to perform assigned tasks.
8. Dishonesty or falsification of company documents
9. Violating the Electronic Communications Policy.

### **HOURS OF WORK**

Your specific hours of work will be established by your supervisor. They will be established based on the Company's need to provide our customers with the most convenient and efficient service possible. In general, employees will be scheduled to work 40 hours per week. The Company headquarters normal office hours are between 9:00 A.M. to 5:00 P.M. Monday through Friday.

Because of business demands, employees may be required to work outside of normal business hours. In addition, in order to satisfy our customer's needs, there are some positions that may require working on Saturdays and/or Sundays.

Most employees will be allowed a one (1) hour lunch period. In some positions, this lunch period may be shortened due to business necessity. Your supervisor will be responsible for scheduling your lunch hour.

You will be advised, by your supervisor, of any deviations from your normal hours of work. Of course, you will be expected to work any and all hours that may be requested by your supervisor in order to meet the needs of our customers. Failure to do so will be considered a serious matter and may result in disciplinary actions up to and including discharge.

### **ATTENDANCE**

You have been hired because a specific need for your services exists within the Company. When you are not at work, for whatever reason, this need is not being met. For this reason, it is important that you report to work on time, every day. If the Company finds that you cannot come to work on a regular and consistent basis, then the Company will be forced to find another person who can be more regular in their attendance.

Brosnan Risk Consultants and B S S Group, Inc. considers your attendance to be critical to your overall contribution to the Company. Because of this belief, attendance will be included as a part of your Performance Review. In addition, if you have an excessive number of absences, you may be subject to disciplinary procedures for excessive absenteeism or dismissal prior to your annual Performance Review.

### **ABSENSE REPORTING PROCEDURES**

If you are going to be absent from work, you must notify your supervisor, by telephone, of your expected absence within 24 hours of the start of your tour (less notice is allowed if

you are unforeseeably ill). Failure to do so will be considered a serious matter and may result in disciplinary actions up to and including discharge.

If you are going to be absent for more than one work day, and you do not provide your supervisor with a date certain on which you will return to work, you must keep your supervisor informed, on a daily basis, of your status by calling them before the start of work each day.

For the purposes of this Absence Reporting Procedure, you should understand the Company will not accept text messages, e-mails or answering machine messages for this purpose. You or your representative must actually call in and talk to your supervisor. As previously stated, if you fail to notify your supervisor of your expected absence or lateness it will result in disciplinary action.

#### **PUNCTUALITY**

As an employee of Brosnan Risk Consultants and B S S Group, Inc., you are expected to report to work, on time, each day. Excessive tardiness causes a loss of productivity, lowers employee morale and will not be tolerated.

#### **DEFINITIONS:**

##### **Lateness**

For the purposes of this policy, lateness or tardiness will be defined as arriving for work after the regular starting time.

##### **Unexcused Tardy**

Any lateness that is not defined as excused is considered to be an unexcused absence.

##### **Excused Tardy**

Lateness may be excused in the event of flood conditions, tornadoes, or some other Act of God which would affect an entire area or city. The Company may also grant an excused lateness for personal emergencies or illness that are beyond the employees control provided the employee contacts their supervisor as soon as possible.

## **NO FAULT ATTENDANCE CONTROL POLICY**

### Number Of Incidents Of unexcused absence Within A 30 Day Period

One	=	Friendly Reminder
Two	=	Suspension and/or termination

For excused sick absences please refer to your State Paid Sick Leave Policy given to you in the employee onboarding portal.

## **EMPLOYEE DRESS CODE**

Your personal appearance contributes to the image that our customers have of our organization. Brosnan Risk Consultants and B S S Group, Inc. expects all employees to dress in a manner that is consistent with the image of professional competence, integrity and stability which is necessary to earn our customers' trust. In order to insure this, all employees will be required to dress in a manner that will project an appropriate image.

All questions regarding what dress is appropriate will be resolved by Company management. In cases where employees dress in a manner not consistent with this policy, they will be required to go home to change into attire that is more appropriate. In order to assist you in determining what attire may be considered appropriate, the following guidelines have been established:

### **General Dress Code Guidelines for Employees**

#### **Appropriate Dress:**

- Either a Brosnan Class A or Class B uniform is required to be worn by security guards. **Please note Uniform Agreement Policy below.**

- For special events, retired LEO's may be required to wear suits or casual attire, as directed.

**Inappropriate Dress:**

- No skull caps or baseball caps are permitted on duty.
- No sneakers, flip flops or tennis shoes are permitted.

**General Guidelines for All Employees:**

The following are examples of inappropriate dress and grooming which will not be allowed:

- Visible body piercings, including tongue studs
- Visible tattoos
- Unnatural hair colors (Such as purple, blue, orange, etc.)
- Provocative or sexually suggestive clothing
- Dirty clothing
- Clothing with obscene or profane slogans or pictures

**Uniform Agreement****Objective**

Brosnan Risk Consultants ("Brosnan" or the "Company") wants to ensure that its employees engaged in service and delivery functions with clients are clearly identified as representing the Company. To achieve this goal, Brosnan has instituted a uniform policy for all employees assigned to the service and delivery functions. By signing this Agreement, Employee acknowledges that he/she understands and agrees to the Company's policy as to uniform.

**Procedures**

Employees engaged in tasks involving clients are required to wear company-designated uniforms at all times. Company uniform procedures are the following:

1. Brosnan will issue uniforms to each new employee as part of new-hire assimilation. Employees are required to sign for the uniforms, and the uniforms are considered Company property and are to be returned in the event of termination of employment.
2. Upon issue, Company uniforms become the responsibility of the employee for maintenance and care
3. Brosnan may issue new uniforms periodically or require uniforms to be returned for special purposes (e.g., logo change, corporate color change). Affected employees will be given advance notice of the exchange, and the Company will provide suitable replacement uniforms.
4. In the event of termination of employment for any reason, employees are required to return all issued uniforms as part of the exit process. **Employee understands and agrees that if all issued uniforms are not returned, the Company will require Employee to reimburse the Company for the full cost of all such uniforms. Moreover, in the event that the Company is forced to initiate litigation against Employee to recover the cost of the uniforms, Employee agrees that he/she shall be responsible to pay the Company's legal fees and costs of suit.**
5. This Agreement shall be governed by the laws of the State of New York.

Employees who work in the Company office will be exempted from these guidelines. They should, however, wear clothing that is appropriate for the work required. The Managing Director will be responsible for establishing standards of dress for these personnel.

## **TELEPHONES**

Brosnan Risk Consultants and B S S Group, Inc. believe that the telephone is a powerful business tool, and our telephones have been installed because of this reason. Company headquarter employees should use Company telephones for business purposes. While occasional personal calls may be allowed by your supervisor, no employee will be allowed to place or receive a consistently heavy volume of personal calls as this is disruptive to the smooth and efficient operation of the Company.

You will be allowed to use certain designated phones for personal calls at any time during your breaks or lunch period. No employee shall charge any personal long distance calls to the Company. Employees who make unauthorized long distance calls will be responsible for reimbursing the company for the cost of these calls. In addition, such unauthorized long distance charges by employees may be grounds for disciplinary action.

You should also make full use of the telephone directory. Do not call Directory Assistance without first consulting the telephone directory.

Use of Company telephones is a privilege, so don't abuse it. Should excessive personal telephone use by an employee occur, the privilege may be limited or revoked and disciplinary action may be taken.

Finally, employees may not take or place personal cell phone calls during work time. Personal cell phone calls may only be made by employees before work, after work, or during lunch breaks.

### **COMPANY ISSUED CELLULAR TELEPHONES**

Brosnan Risk Consultants and B S S Group, Inc. provides certain employees with cellular telephones in order to facilitate effective communications between themselves and our customers and/or clients.

If you are issued a company cellular telephone, you will be required to sign a payroll deduction authorization form authorizing Brosnan Risk Consultants and B S S Group, Inc. to deduct from your paycheck the cost of replacing the cellular telephone if it is lost, damaged or not returned when you leave employment with the Company.

You should recognize that you will be responsible for any damage caused by anything other than ordinary wear and tear. If you leave the employment of Brosnan Risk Consultants and B S S Group, Inc., you will be required to turn in your cellular

telephone to the company at the time your employment terminates. If you fail to return your company provided cellular telephone at the time your employment terminates, you will have the cost of the cellular phone deducted from your final paycheck. If the amount available in the final paycheck does not cover the amount owed the company, Brosnan Risk Consultants and B S S Group, Inc. reserves the right to pursue all legal means available to recover the cost of the cellular telephone.

If you have been issued a company cell phone, you should use the cell phone for business purposes only, unless you have been provided with written authorization by management.

You should obey all applicable State and Federal Regulations concerning the use of cellular telephones while driving a vehicle. In addition, in order to promote safe driving practices, the Company prohibits you from dialing a cell phone or text messaging while you are driving. If you are going to make or receive a cellular telephone call when in your car, you must stop the vehicle in order to make or receive the call or text message. Brosnan Risk Consultants and B S S Group, Inc. expects you to exercise reasonable care to insure that any cellular telephone conversations do not interfere with the safe operation of your vehicle.

Since the purpose of a company issued cellular telephone is to promote more effective communications, you must keep your company cellular telephone charged, in the on position and with you at all times during business hours. A cellular telephone is of no use if the battery is dead, if it is turned off, or if you do not have it with you when somebody calls you.

### **Use Of Personal Cell Phones:**



You may not make or receive telephone calls on your own personal cell phones during working time. All personal cell phones should be turned off during working hours. Employees who wish to make calls using their own cellular telephones should do so before work, after work, or during their lunch break.

### **INTERNET AND E-MAIL USE**

Brosnan Risk Consultants and B S S Group, Inc. provides certain employees with access to our computer systems and/or the internet. These systems are the property of the company and are to be used for business purposes only, not for personal reasons. You should understand that any and all information contained on our electronic communications systems are the sole property of the company and that you should have no reasonable expectation of privacy when you use these systems.

You should recognize that information on the company computer systems and e-mail services is periodically backed up and saved for future reference. In addition, all files and messages that have been deleted from the system can be recovered and read, so you should not assume deletion will assure the confidentiality of any message. You should also know that management reserves the right to print out all e-mail, listen to all voice mail and to examine any data, pictures, files or other information stored on the company computer systems, servers and/or e-mail service at any time.

It is against company policy for any employee to create, transmit, receive or store any offensive or pornographic images or messages using the company's electronic communications system. Offensive messages include, but are not limited to messages which disparage or denigrate anyone because of their race, sex, age, color, religion or national origin.

Employees may not use any means to intercept, read or store e-mail correspondence of any other employee or individual without the express permission of management. All other employees e-mail messages must be treated confidentially. Employees who

accidentally receive an e-mail intended for another recipient should notify the network administrator immediately.

All passwords or pass codes will be issued to employees by the company for their use. Employees may not change their passwords or pass codes without notifying management of this change. In addition, employees may not use the password or pass code of any other employee without the express permission of management.

Internet Regulations:

If you are authorized to access the internet using company computers, you may not use company provided internet access for any purpose other than business related purposes. Employees are expressly prohibited from visiting any web sites which feature pornography, or sexually explicit content. If you accidentally stumble across such a site, you should report this immediately to the Network Administrator (or their designated representative) so that this site can be blocked. You may not use any copyrighted material located on the web in any way which would violate the copyright rights of the author. In addition, you may not use any password or pass code that has not been authorized for your use by management, or the password or pass code of any other employee without authorization. Using any pass codes or passwords unknown to management will result in disciplinary actions.

Downloading of software programs, applications or games from the internet is strictly prohibited without the prior approval of management. Employees who are discovered to have unauthorized programs, games or software on their computer will be subject to disciplinary actions. In addition, you may not use the company computer systems and internet access to engage in day trading, to visit chat rooms or for any other non-job related purpose without the express permission of management.

## **SOCIAL NETWORKING POLICY**

The Company recognizes that many employees utilize social networking sites and wants to establish clear guidelines for employees who wish to engage in these kinds of activities.

You should understand that, unless you are specifically authorized by management as a part of your job duties you are strictly prohibited from accessing social networking sites while you are at work. While it would be impossible to compile a complete list of social networking sites which you should not access during work hours, examples include sites such as Facebook, MySpace, Twitter, LinkedIn, YouTube, Flickr, Plaxo or Wiki blogs or your own personal blogs. At no time should you use the company's electronic communication systems to access any of these social networking sites. In addition, you are prohibited from using your own cell phones or computers to access or participate in these types of social networking activities during the work day.

As noted in our Electronic Communications policy, you should understand that you should have no reasonable expectation of privacy when using the company's electronic communications systems. The Company reserves the right to monitor your online activity when using the company's electronic communications systems and has the right to view any and all websites, images, data and/or communications you may view, create, send or store using the company's electronic communications systems.

While the Company recognizes the free speech rights of employees to participate in social networking activities off the job on their own time, you should recognize that you do not have freedom from the consequences of your free speech. To help you understand your responsibilities for protecting the brand, image and reputation of the company when participating in social networking activities, the following guidelines have been established:

1. Unless you are specifically authorized by management to do so as a part of your job responsibilities, you should never represent yourself as speaking on behalf of the Company or from representing that your views and opinions are representative of the views and/or opinions of the Company.
2. Employees may not display on any social networking sites the name, trademark or logo of Brosnan Risk Consultants and B S S Group, Inc. or any company with whom Brosnan Risk Consultants and B S S Group, Inc. is doing business.
3. Employees are prohibited from revealing or posting any company documents, marketing materials or confidential or proprietary information about the company and any of its customers, clients or employees.
4. Unless specifically authorized by management to do so, employees may not post photographs or videos of company facilities or employees, clients, vendors or guests taken while they are engaging in business with our Company or while participating in any company sponsored events.
5. Employees should not use their personal blogs or social networking sites to make comments about management, employees, customers, clients or guests which are vulgar, obscene, threatening, intimidating, harassing or which violate our policy against discrimination or harassment based on race, sex, age, color, religion, national origin, or any other reason protected by law.
6. Employees may not link from their personal blogs or social networking sites to any internal or external web site of Brosnan Risk Consultants and B S S Group, Inc.
7. In order to prevent potential claims of harassment or favoritism, supervisors and managers are encouraged not to “friend” their employees and should refrain from posts of a personal nature on their employees social networking sites/pages.

## **SECURITY OF PERSONAL PROPERTY**

You should take care to protect any personal property you have on the Company premises or assigned work site as the Company can assume no liability in the event that any of your personal property that may be lost or stolen. Your personal property is considered to include, but not be limited to, the following types of property:

Car and its contents	Radios
Calculators	Purses
Coats	Personal Office Supplies
Pictures	Cellular Telephones
P.D.A.'s	Pictures and personal belongings

## **INSPECTION OF PERSONAL PROPERTY**

While Brosnan Risk Consultants and B S S Group, Inc. believes in the dignity of our employees, in order to insure a drug-free workplace, and for other reasons of security, Brosnan Risk Consultants and B S S Group, Inc. reserves the right to inspect the desks, lockers, purses, briefcases, backpacks and other personal belongings of employees. Accordingly, you should recognize that you should have no reasonable expectation of privacy in the workplace.

You should understand that when you arrive at a company workplace, you are on company property. Accordingly, you and your fellow employees are subject to search at any time and for any reason.

In the event that management feels that it may be necessary to inspect your desk, locker, purse, briefcase, backpack or other personal articles or your person, every effort will be made to conduct such an inspection in as discrete a method as is possible. Refusal to

submit to such an inspection will be considered insubordination and the offending employee will be subject to dismissal.

### **SMOKING & DRINKING GUIDELINES**

The reason that Brosnan Risk Consultants and B S S Group, Inc. exists is to satisfy the needs of our customers. We profit by treating our customers with the utmost in dignity and respect.

Brosnan Risk Consultants and B S S Group, Inc. does not permit smoking inside our office building or inside of any assigned worksite at any time. This includes a prohibition against smoking in the rest rooms. Employees who wish to smoke may smoke outside of the building before work, after work, or during their regularly scheduled lunch breaks. No additional breaks will be provided to those who smoke.

### **PERSONNEL RECORDS**

There are certain types of information that the Company needs in order to effectively handle any unusual or emergency situations. It is your responsibility to notify the Director of Compliance regarding any changes in the following information:

- Your Name
- Your Complete Address (including Zip Code)
- Your Home Telephone Number and Cell Number
- Your Marital Status
- The Status of your dependents (incl. new dependents & children who have lost dependent status)
- Who To Contact In Case Of Emergency

Failure to provide this information could lead to serious problems in case of an accident or an emergency, so you are encouraged to promptly report any changes in the above information to the Compliance Department.

## **GOOD HOUSEKEEPING**

Since our customers are likely to see many of our work areas, it is important to maintain a neat and orderly work place. By making an effort to keep your own work area neat and orderly, you not only reinforce the Company's professional image, you can also contribute to the creation of a pleasant and efficient office environment. Examples of practices to avoid include having piles of paper on the floor, empty drink cans etc.

## **SOLICITATION AND DISTRIBUTION**

Brosnan Risk Consultants and B S S Group, Inc. does not allow the solicitation of its employees during working time for any reason without the written consent of CEO of the Company. For the purposes of this policy, working time is defined as that time when employees are actually expected to be working, but does not include break time, lunch time or before and after work.

In addition, distribution of materials to employees is prohibited in working areas **at any time** without the express written consent of the CEO of the Company.

Employees who violate this policy will be subject to disciplinary actions up to and including discharge.

## **ACCIDENT REPORTING**

Brosnan Risk Consultants and B S S Group, Inc. believes in the dignity of our employees and their right to be safe at their place of work. Because of this belief, the Company requires that all job related accidents and injuries (no matter how minor they may seem to be to you) must be reported at once to your supervisor. By promptly reporting any accidents or illnesses, the Company will be able to quickly identify and resolve potential safety problems.

Failure to report such an accident or illness could result in accidents and injuries that could have been prevented, harming both the company and our employees, and might result in disciplinary action being taken against the offending employee.

### **ALCOHOL AND DRUG ABUSE**

Brosnan Risk Consultants and B S S Group, Inc. believes that the best interests of the Company, our customers and our employees are best served by insuring that our workplace remains free from abusers of alcohol and drugs. Allowing employees to attempt to work while under the influence of alcohol and/or drugs not only lowers employee morale and productivity, it also increases the probability of serious accidents and/or mistakes in our work. Use or being under the influence of alcohol and/or drugs during work hours will subject you to disciplinary actions up to and including discharge.

Third Company reserves the right to request employees to submit to a test for drugs and/or alcohol at any time. Employees who refuse to submit to such a test when asked will be terminated immediately.

### **SEXUAL HARASSMENT**

It is unlawful to harass a person (an applicant or employee) because of that person's sex. Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. In addition, this type of behavior does not characterize the professional behavior the Company expects of our employees. Therefore, it is the policy of Brosnan Risk Consultants and B S S Group, Inc. to provide a work place free from sexual harassment.

If you feel that you are being subjected to sexual harassment on the job, you should contact your supervisor, HR or Compliance personnel or any member of the executive team. You should know that your complaint will be taken seriously and handled with complete discretion.



Sexual harassment is misconduct which undermines employee morale and interferes with the efficiency and productivity of the work force. Employees who report perceived acts of sexual harassment will be free from any fear of reprisal. Any employee, male or female, who engages in this form of conduct, can expect strong disciplinary actions including termination and/or legal action.

In addition, Brosnan Risk Consultants and B S S Group, Inc. will not tolerate employees who retaliate against another employee because they have filed a complaint under this policy. Any employee who retaliates against another employee will be the subject of strong disciplinary actions including possible termination and/or legal action.

#### **DISCIPLINARY ACTION PROCEDURE**

Brosnan Risk Consultants and B S S Group, Inc. embraces the philosophy of "Positive Discipline." We believe that all of our employees are professional and intelligent individuals who have self-respect and take pride in their work. Because a person who has self-respect and who takes pride in their work will rarely lapse from excellent work behaviors. Brosnan views discipline not as a way to punish employees, but as a way to remind employees of what is expected so that they can correct their work behavior.

The choice ultimately rests with you, the employee. The Company cannot force you to comply with our rules and regulations; we can only remind you that all Company employees are expected to comply with our Company's **Code of Professional Conduct**. If you decide not to abide by these guidelines, this indicates a lack of pride and self-respect and the Company chooses not to employ persons who lack pride and self-respect.

The Company's Disciplinary Action procedure includes four types of disciplinary actions:

- A Verbal Warning
- Suspension
- Discharge

Disciplinary Action will generally be progressive in nature. However, it is important to know that **discipline may begin with any one of the above actions based on the Company's determination of the seriousness of the offense.**

### **AT WILL EMPLOYMENT**

Nothing contained in this Handbook is intended to nor does it create a contract of employment for any specific duration. It is understood and agreed that employment can be terminated with or without cause and with or without notice at any time at the option of either employee or the company.

### **TERMINATIONS**

While we hope that your employment with Brosnan Risk Consultants and B S S Group, Inc. will be an enjoyable one, we realize that it may be necessary for you to leave. If you should ever decide to leave, it is requested that you notify your supervisor at least ten business days prior to your last day of work so that your supervisor can make the appropriate arrangements to ensure a smooth transition. If you give no prior notice of your intention to resign, you may be considered to have "walked out" on the job and may be terminated for that reason.

If you voluntarily leave your employment with Brosnan Risk Consultants and B S S Group, Inc., we would like you to participate in an Exit Interview. This interview will be conducted by our Director of Compliance. The purpose of this interview is to determine exactly why you are ending your employment and to see if there may be a way to resolve any problems which may be causing your resignation and/or to pinpoint problem areas within the Company.

### **TERMINATION OF BENEFITS**

A two week notice (10 working days) in writing of your intent to leave the employment of Brosnan Risk Consultants and B S S Group, Inc. is required.

When you terminate, all of your unused sick leave and/or personal leave will automatically be forfeited. Employee's whose employment terminates, for any reason, will not be eligible for any of their earned but unused vacation, sick leave or personal leave time. Employees will lose their eligibility for such benefits at the time of their discharge or at the time they tender their resignation.

### **FRAUD**

Because of the Company's responsibilities to our customers, it is important that each and every employee understands that any instance of employee defalcation, misappropriation or other similar irregularities will result in **IMMEDIATE TERMINATION!**

In order to assist you in understanding exactly what is meant by the terms employee defalcation, misappropriation or other similarities, the following definitions are provided:

### **Definitions:**

The term defalcations, misappropriation and other irregularities include such things as:

- 1) Any dishonest or fraudulent act;
- 2) Any misappropriation of vehicles, tablets , supplies or any other asset;
- 3) Disappearance of furniture, fixtures and equipment;
- 4) Any similar or related irregularity

Included in the above definition is any irregularity or suspicion of an irregularity involving vendors, Company personnel, agencies (or employees thereof), agents, servicing agents, unknown parties, or Company property.

Any employee who suspects that there may be any instances of employee defalcation, misappropriation or other irregularities should contact the Account Manager

immediately. Employees should not, under any circumstances, discuss this information to anyone inside the Company other than the Account Manager. Of course, such information should never be revealed to anyone outside of the Company unless they are requested to do so by the Account Manager.

Any employee who has knowledge of any employee defalcation, misappropriation or similar irregularities and who fails to report this information to the Account Manager will not only be subject to immediate termination, they may also be subject to criminal prosecution as well.

### **EMPLOYEE RELATIONS PRINCIPLES**

Brosnan Risk Consultants and B S S Group, Inc. believe that the mutual interests of both the Company and our employees can best be served by adhering to the following employee relations principles:

1. Brosnan Risk Consultants and B S S Group, Inc. recognize that the success of our Company is dependent upon the quality and dedication of our people.
2. Because of the Company's belief that our employees are our most valuable asset, we will strive to treat each employee with dignity and respect.
3. The Company believes that our employees are intelligent adults and will be treated as such.
4. The Company values the opinions of employees and encourage their comments and suggestions about ways that our work can be completed in a more efficient or effective manner.
5. The Company will select, train and promote employees based on their performance and abilities and will not discriminate on the basis of race, sex, age, color, national

origin, religion, disability, genetic information, Veteran's status or for any other reason protected by State or Federal Law.

6. Brosnan Risk Consultants and B S S Group, Inc. is committed to enforcing the personnel policies and procedures in a fair and consistent manner to reduce any perceptions of favoritism.
7. The Company is committed to maintain competitive wages, good working conditions and reasonable hours of work.
8. The Company is committed to provide opportunities for each employee's personal and professional development by providing training, guidance and careful evaluations of each employee's performance.

#### **PROBLEM RESOLUTION PROCEDURE**

The Company recognizes that when people work closely together on a daily basis, some problems will inevitably arise. The Company believes that the vast majority of these problems can be settled quickly if they are simply brought to the appropriate person's attention. In order to promote the speedy resolution of any work related problems that you might have, the Company has instituted a Problem Resolution Procedure. If you ever have a problem or a complaint, you should follow the following steps:

1. Contact your supervisor to discuss the problem with them
2. Your supervisor will provide you with a decision regarding your problem or complaint.
3. If your supervisor's decision is not satisfactory, you may request a meeting with your supervisor's superior so that you can discuss your problem or complaint with them.
4. You may continue to appeal decisions you do not agree with up through successive levels of management until you reach the President of the Company.

You should know that your problems, complaints and/or suggestions will be taken seriously by the Company. You should also know that you will not suffer any type of adverse actions if you pursue a problem or complaint using this procedure.

## **PROMOTIONS**

It is the policy of Brosnan Risk Consultants and B S S Group, Inc. to promote from within wherever possible. If it is determined by Company management that a current employee who has expressed an interest in the position meets the requirements of an open position, then that person will be provided with an opportunity to interview for the potential promotion. Of course, in order to insure that positions are filled in a timely manner, the Company will continue to solicit outside applicants for most positions.

## **REHIRES**

It is the policy of Brosnan Risk Consultants and B S S Group, Inc. not to rehire individuals who have previously been discharged or who have voluntarily resigned their positions except under the following conditions:

- The employee left to gain additional education or training in an effort to upgrade their position, or
- The employee left on an authorized Leave of Absence.
- The employee left due to the relocation of their spouse.
- Exceptions to this policy can only be made with the written consent of the President or CEO.

## **MOONLIGHTING**

As an employee of Brosnan Risk Consultants and B S S Group, Inc. you may engage in outside employment or occupations only if this does not interfere with your job

performance. In addition, you may not engage in any form of employment which may be considered a conflict or detrimental to the interests of Brosnan Risk Consultants and B S S Group, Inc.. Prior to such employment you should contact the Director of Compliance if any doubt is raised. If you seem to be in violation of this policy, you will be counseled with by the Director of Compliance. If the problem is not resolved satisfactorily, then you may be asked to either terminate your outside employment or to discontinue your employment with Brosnan Risk Consultants and B S S Group, Inc..

### **CONFLICTS OF INTEREST**

If you are in a position which may influence the expenditure of company funds with other firms, or influence the sale of goods or services by the company to other firms with which they might have a financial interest, you must inform management in writing of such a condition. A copy of this information will be maintained in your personnel file. Failure to inform Brosnan Risk Consultants and B S S Group, Inc.' management will be considered reasonable grounds for termination.

You should, of course, always refrain from any activity which would be a conflict of interest or cause the appearance of a conflict of interest. This includes your dealings with vendors, the public, or our competitors.

### **PAY DAY**

Brosnan Risk Consultants employees will be paid every two weeks on a bi-weekly payroll cycle. Paychecks are issued and mailed or directly deposited to the employee's bank account on the Friday following the end of the pay period. If the pay date falls on a company holiday, paychecks will be issued on the day prior to the company holiday.

### **PAY PERIOD**

Brosnan Risk Consultants and B S S Group, Inc. pay period is two weeks and begins at 12:00 am Monday and ends at 11:59 pm Sunday. Paychecks are issued on the Friday following the last day of the pay period.

### **PAYROLL DEDUCTIONS**

Each employee's pay stubs will have certain deductions listed. Mandatory payroll deductions and their approximate abbreviations are as follows:

Federal Income Tax Withholding	=	Fed. Inc. Tax
Social Security Tax	=	FICA
Medicare	=	Med

Additional payroll deductions may be listed depending on the state of residence and/or mandatory laws put into effect by State or Federal law.

Additional payroll deductions may also be listed if the employee has opted for the Company's insurance coverage or if State or Federal mandated levies or garnishments have been issued to the Employer on behalf of the employee.

### **OVERTIME PAY**

The Fair Labor Standards Act provides that all non-exempt employees are eligible to receive overtime pay for all time worked over forty (40) hours in any one work week. There are certain employees who are not covered by this act. Employees who are Executives, Administrative Employees, Professional Employees and Outside Sales Employees are known as "exempt" employees because they are exempt from overtime under this law.

If you are a non-exempt employee, you will be eligible to receive overtime pay for all hours that you work in excess of forty (40) hours in any one work week. All such overtime pay will be paid at one and one half (1 1/2) times your regular rate of pay for all time worked in excess of forty (40) hours per week. You should know that, for the purposes of this policy,



the following types of paid time will not be counted as hours worked for the purposes of computing your overtime pay:

Holidays

Vacations

Jury Duty

Personal Sick Leave

You have been hired by the Company to perform a specific task. In some cases, in order to complete your tasks in a timely manner, you may need to work overtime. If your supervisor requests that you work overtime, you will be required to work such overtime. Refusal to work overtime is considered insubordination and may result in disciplinary actions up to and including discharge.

Note: State laws may differ from Federal law

### **PAYROLL OPTION**

Brosnan Risk Consultants and B S S Group, Inc. has a direct deposit plan for employees. Under this plan, the employee's paycheck is automatically deposited into their personal account.

Employees who have further questions about their paycheck or payroll procedures should contact the Director of Finance for further information.

### **HEALTH INSURANCE**

The Company provides ACA Compliant Group Health insurance to all employees of Brosnan Risk Consultants and BSS Group Inc. who have completed at least 59 days of full-time continuous service.

**Enrollment:**

If you opt in you will be enrolled in all of the Company's insurance programs after you have submitted the enrollment forms to HR. Human Resources can assist you in making sure that all of the enrollment forms are accurately and completely filled out.

If you wish to add a dependent to your insurance coverage (i. e. after having a baby, after marrying into a family etc.), you should contact the Human Resources Department to enroll your new dependents. Employees who fail to enroll their dependents within 31 days after the date they become eligible for coverage (which in most cases is the employee's date of eligibility) may be required to submit evidence of insurability to the insurance company. The employee will be responsible for paying to provide for this evidence. Because of this, it is important that you enroll your dependents as soon as possible. **Please note: the employee will be responsible for the increase in premium when a dependent is added.**

**Becoming Insured:**

The effective date of your insurance, referred to as your date of eligibility, is defined as the first day of the month after you have completed fifty-nine (59) days of continuous full-time employment. However, if you are not actively at work on this date, or on the date the amount of your insurance would change due to a change in your classification, you will become insured on the date you return to active full-time employment.

**Who Pays:**

As per ACA guidelines please call HR for exact employee responsibility specifics.

**Benefits Provided:**

The Benefits provided by the Company's Group Insurance program are described in great detail in the Insurance Booklet provided to each employee during your onboarding process. If you have questions about your annual deductibles, what is covered and the

percentage of the bill which will be paid by the insurance company, you should refer to your insurance booklet. You may also contact HR for the national benefits phone number.

## **LUNCH BREAK**

Brosnan Risk Consultants and B S S Group, Inc. provides the majority of our employee's with a one (1) hour lunch break. Employees may take their lunch break on the work site or they may choose to dine out. In either event, all non-exempt employees are required to have a relief guard scheduled to replace them at the beginning of their lunch break.

Non-exempt employees are required to take their scheduled lunch breaks at the time directed by their supervisor. You may take your scheduled lunch break either at their work site or at another location of their choosing. If you do not wish to take a lunch hour, please notify your supervisor.

Note: State laws may differ from Federal law

## **SICK LEAVE**

**NYC Employees:** Under the provisions of the 'NYC Earned Sick Leave Act,' private sector workers would be able to earn up to 40 hours of paid sick leave per year. Eligible workers earn one hour of paid sick time for every 30 hours worked. If you need to take sick leave due to personal illness or illness of a spouse, domestic partner, child, parent, grandchild, grandparent, sibling or the child or parent of a your spouse or domestic partner, you should notify your supervisor of your expected absence and follow the Absence Reporting Procedures outlined in this Handbook.

**Philadelphia Employees:** Philadelphia Paid Sick Time is for employees within the City of Philadelphia limits. Eligible workers earn one hour of sick time for every 40 hours they work for a maximum of 40 paid sick hours in a calendar year. For more info refer to the "Philadelphia's Paid Sick Time" o the web at [paidsickleave@phila.gov](mailto:paidsickleave@phila.gov)

If you are forced to miss work for more than one day, due to illness, you should keep your supervisor informed as to your status on a daily basis. In addition, you should understand

that sick leave may not be available to employees who have not yet accumulated enough time. Employees who return to work after having taken Sick Leave due to illness will be required to provide written documentation of their illness from their physician if the illness causes them to miss more than three days of work or if it may be covered by the FMLA.

Although BRC will also consider providing workers in good standing with unpaid sick time requests for serious illness or injury on a case-by-case basis, with the approval of the CEO, we always encourage employees to strive for perfect attendance.

### **Amount of Benefits**

Eligible hourly employees will be compensated for any earned Sick Leave taken at their regular hourly rate of pay. Salaried exempt employees may take this time off in full day increments only. Time taken and paid for under this policy will not be counted as time worked for the purposes of computing overtime.

Note: Salaried exempt employees are required to exhaust their Sick Leave time in full day increments. If they miss a partial day for illness, you will not be paid for the part of the day you did not work although the absence will not count against you regarding our attendance control policy.

### **Termination of Benefits**

Employees shall remain eligible for Sick Leave so long as they remain an employee of Brosnan Risk Consultants and B S S Group, Inc.. Employees who are discharged or who voluntarily resign their employment with Brosnan Risk Consultants and B S S Group, Inc. will forfeit all earned but unused Sick Leave at the time of their discharge or at the time they tender their resignation.

### **MATERNITY LEAVE**

Brosnan Risk Consultants and B S S Group, Inc. provide pregnancy disability leave benefits for all salaried employees.

If you become pregnant, you should notify the Director of HR as soon as your pregnancy is confirmed. You should also provide the Director of HR with your estimated date of delivery as soon as possible. You should also contact the Director of Compliance who can answer any questions that you might have about our Pregnancy Disability Leave program.

If you become pregnant, you may continue to work as long as your obstetrician does not advise that you stop working or until it is determined by your supervisor that you can no longer safely and satisfactorily complete the work assigned to you.

You must inform the Director of HR your desire to take a Pregnancy Disability Leave of Absence by submitting a written request for Pregnancy Disability Leave at least one month before it is to begin.

Pregnancy Disability Leaves of Absence will last up to six (6) weeks from the date of delivery or one week after your obstetrician/physician releases you for work, whichever is longer. Of course, you may return to work anytime after your obstetrician/physician releases you for work.

If you wish to return to work after your Pregnancy Disability Leave of Absence, you must notify the Director of HR, in writing, of your desire to return to work within one month (30 days) of your date of delivery. If you fail to provide such a written request to return to work, you will be considered to have voluntarily terminated your employment.

When you return from a Pregnancy Disability Leave of Absence, you must provide a written statement from your obstetrician or physician stating that you are physically able to resume work. Privileges associated with a Pregnancy Disability Leave of Absence are as follows:

- You will remain active in employee benefit program
- You will retain seniority status; employment date will not be changed
- If it is possible, you will be reinstated in your original position or in another position of similar pay and responsibility. If it is impossible to "hold" your old

position open, and no openings exist at the time you plan to return to work, then you will be given first preference for any subsequent position openings for which you may be qualified.

- Pay may be extended into the Pregnancy Disability Leave period for a period of time not to exceed your earned but unused approved leave and vacation time if you so desire and request that this procedure be followed.

If an employee is not on a Pregnancy Disability Leave of Absence and wants to cancel a scheduled tour they must provide 24 hour notice for this work absence. Repeated employee notice less than 24 hours before a tour could result in removal from the schedule or other disciplinary action at the sole discretion of the Company.

## **FAMILY AND MEDICAL LEAVES**

In order to be eligible for Family Medical Leave benefits, you must meet all three of the following requirements:

1. You must have been employed by the Company for at least 12 months during the last 7 years
2. You must have worked at least 1250 hours during the 12 month period immediately preceding the request for leave
3. You must work at a “single site” of employment which employs 50 or more employees within a 75 mile radius

Eligible employees (both males and females) may take up to 12 weeks unpaid Family and Medical (FMLA) time off per year in the event of the birth or adoption of a child (or to take care of their new child) or in the event they experience a serious illness which prevents them from performing one or more essential functions of their job, or if they need to take time off to care for a seriously ill family member. FMLA leave will be classified as **Family Leave** if it is needed to bond with a newborn or newly adopted child, and will be classified as **Family Medical Leave** if it is caused by the serious health condition of the employee or one of their immediate family members. Eligible employees

may also take off up to 12 weeks per year if their parent, child or spouse who is a member of the National Guard or Reserve is called to active duty in support of a “Qualifying Exigency”. This type of Leave is known as **FMLA Military Leave**. While eligible employees may take up to 12 weeks of unpaid time off for any one of these types of leave, it should be emphasized that the total combined amount of FMLA time available is 12 weeks per year.

FMLA eligible employees who are a parent, child, spouse or “next of kin” of a “Recovering Servicemember” who is recovering from a serious injury incurred in the line of duty, or which existed prior to their active duty but was aggravated by their active duty service may take up to 26 weeks off during a “Single 12 Month Period” which starts the first day they miss work for this reason and terminates 12 months later. This type of leave is known as **Military Caregiver Leave**.

#### **Family Leave: (Birth or Adoption of a Child)**

Eligible employees (both males and females) may take up to 12 weeks of unpaid leave in the event of the birth, adoption, or placement for foster care, of a son or daughter, and to care for such son or daughter. Such leave must be taken within 12 months of the birth, or placement of the child and, in the event that both the husband and wife work for our company, the combined total of leave time available will be 12 weeks. In addition, this leave time may not be taken intermittently, it must be taken consecutively. Accordingly, employees who return from a Family Leave prior to 12 weeks will forfeit the remainder of the 12 weeks of baby bonding time for that baby.

#### **Family Medical Leave:**

Eligible employees are entitled to take up to 12 weeks of unpaid Family Medical Leave per year in order to care for a spouse, son or daughter (if under 18, including adopted, foster children, or ward) or a parent who has a serious health condition, or to take up to 12 weeks of unpaid Medical Leave if they personally experience a "Serious Health Condition" which causes them to be unable to perform one or more of the essential functions of their position.

Employees should understand that, for the purposes of this benefit, a "Serious Health Condition" is defined as an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential health care facility, or which requires continuing treatment by a health care provider. Accordingly, this benefit is not available to employees who experience minor illnesses which would result in only a few days of absence, as these types of situations will be covered by the Company's regular sick leave policy.

**Procedure for Taking Family Leaves and Family Medical Leaves:**

If you wish to take a Family Leave, or another type of FMLA Leave, you should notify the Director of Compliance of your intent to take Leave as soon as possible. Unless it is impossible to do so, you must provide the company with at least 30 days notice prior to the beginning of the leave. If you can show that it was impossible to provide 30 days prior notice, then you must provide notice as soon as practicable.

In the event you wish to take Family Medical Leave, you will be required to complete and return a submit a completed Certification Of Health Care Provider Form (either DOL Form WH-380-E or WH-380-F) to the Director of Compliance at the time that you request leave, unless the need for leave is unforeseen, in which case this Certification Form must be provided as soon as practicable. If you fail to provide the Director of Compliance with a completed Certification of Health Care Provider Form within 15 days after it is requested by the Company, your request for leave may be denied until such Certification is provided.

The Director of Compliance will provide you with these Certification forms, along with DOL Form WH-381 (Notice of Eligibility and Rights & Responsibilities). When you return this form, The Director of Compliance will provide you with Form WH-382 (Designation Notice) notifying you as to whether or not your time off qualifies for FMLA Leave. If the



Certification Form is found to be incomplete or ambiguous, you may be required to “cure” or correct these deficiencies on the original Certification Form. If you are required to do so, you must provide the information requested to “cure” the deficiencies within 7 calendar days. Failure to do so may result in denial of FMLA Leave. In addition, if the need for leave is unforeseen and you fail to notify the Director of Compliance of your desire to take Family Medical Leave time after your return to work, you may lose your right to such Family Medical Leave.

### **Military Leaves for Qualifying Exigencies**

Eligible employees may take Military Leaves if their parent, spouse, son or daughter is a member of the National Guard or Military Reserve, or a retired member of the Regular Armed Forces or Reserve (but not a member of the Regular Armed Forces) who is on active duty or is called to active duty status in support of one of the following qualifying exigencies:

- Short Notice Deployments – Where the servicemember is given fewer than 7 calendar days notice, the eligible employee may then take up to 7 calendar days beginning on the date the military member is notified of the deployment
- To attend Military Events and Activities related to the active duty or call to active duty
- For child care and school activities of the service members children, including:
  - To make arrangements for child care, to provide emergency child care, to arrange school transfers or to meet with school counselors or teachers
- To make financial and legal arrangements for the servicemember
- For counseling provided by someone other than a health care provider for oneself, for the covered military family member, or for the child of the military member, provided the need for counseling arises from the active duty or call to active duty of the military member

- Rest and Recuperation while the military member is on short term leave for Rest and Recuperation
  - For a maximum of 15 days per instance
- To care for the military member's parent(s) (if they are incapable of self-care) if the service member's deployment requires arranging alternate care for the parent; providing care for the parent on an urgent, immediate need basis; admitting or transferring the parent to a care facility; or attending meetings with staff at a care facility
- Post Deployment Activities – such as arrival ceremonies, reintegration briefings and events (for a period of time up to 90 days after active duty status terminates) or to address issues that arise from the death of the covered military member on active duty status

If you wish to take a Military Leave for a Qualifying Exigency, you will be required to complete and return DOL Form WH-384 (Certification of Qualifying Exigency for Military Family Leave) within 15 calendar days in order to qualify for this leave. The Director of Compliance will provide you with this form.

When you return this form, the Director of Compliance will provide you with Form WH-382 (Designation Notice) informing you whether or not this leave qualifies for FMLA coverage.

### **Caregiver Leaves For Service Members Recovering From Serious Illness Or Injury**

Eligible employees may take up to 26 weeks of FMLA protected leave during a “single 12 month period” if they are the parent, child, spouse or next of kin of a recovering servicemember if they need to take time off from work to care for that servicemember who is recovering from a serious illness or injury.

#### **Definitions:**

- A “**Serious Illness or Injury**” for a current member of the Armed Forces means an injury or illness incurred by the member in the line of duty, or that existed prior to their active duty but which was aggravated by active duty service and that may render the member medically unfit to perform the duties of their office, grade, rank or rating.
- For a veteran, a “serious illness or injury” is defined as an injury or illness that was incurred by the veteran in the line of duty on active duty or that existed prior to active duty but was aggravated by their active duty service and which is either: (1) a continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of his or her office, grade, rank, or rating; or (2) a physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or (3) a physical or mental condition that substantially impairs the veteran’s ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the veteran is enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
- A “**Recovering Service Member**” means a member of the Armed Forces, or a veteran, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness incurred in the line of duty, or for a condition which existed prior to active duty but which was aggravated by active duty which renders them medically unfit to perform the duties of their office, grade, rank or rating; or if they are a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness” if the veteran was a member of the Armed Forces “at any time during the period of 5 years preceding the date on

which the veteran undergoes that medical treatment, recuperation, or therapy. If you believe you may be eligible for this, you should contact the Director of Compliance.

- A **“Single 12 month period”** begins on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of how the year is defined for other FMLA qualifying leaves
  
- **“Next of Kin”** is defined as following: If the servicemember has designated, in writing, who they wish to be designated as their nearest blood relative in advance, then that individual will be able to take Caregiver leave under this policy as the **“Next of Kin.”** .If the service member has not designated someone else to be their nearest blood relative in advance, the “next of kin” of a covered servicemember will be defined as the nearest blood relative other than a parent, child or spouse in the following order of priority:
  - Blood relatives granted legal custody of the servicemember by court decree
  - Brothers and Sisters
  - Grandparents
  - Aunts and Uncles
  - Cousins

If there are multiple family members with the same level of relationship, they may all take up to 26 weeks of leave to care for the recovering service members.

If both the husband and the wife work for our organization, and they wish to take time off to provide care to a recovering servicemember under this policy, the combined amount of time they will be eligible for will be a maximum of 26 weeks during a “single 12 month period.” Time off taken for Military Caregiver Leave will not count as any other type of FMLA leave, such a leave to care for a seriously ill family member, even if it otherwise meets the criteria for this type of leave. However, employees may never take off more than 26 weeks per year.

**Privileges Associated With FMLA Leaves**

If you need to take a Family Leave, Family Medical Leave, Military Leave or Military Caregiver Leave, you will not lose any employment benefits you have accrued prior to the beginning of your leave period. In addition, you will remain active in the group health insurance program and will be responsible for continuing to pay your portion of your insurance premiums. The Director of Compliance will be responsible for instructing you as to when and how these premiums are to be paid. If you fail to pay your required portion of your group health insurance premiums in a timely manner, you may be terminated from our group health insurance program.

When taking an FMLA Leave to bond with a newborn or newly adopted child, you will be required to exhaust all of your accrued but unused personal leave, vacation or other paid family leave time during your Family Leave time for baby bonding purposes. If you are taking a FMLA time for any other reason, you may also be required to exhaust all of your paid sick leave or other paid medical leave time during the Family Medical Leave.

When returning from a Family Leave due to your pregnancy, you will be required to provide a Certification from your obstetrician or health care provider stating that you are able to return to work. For all other types of FMLA Leave, if you are returning to work after an illness or injury, you may be required to provide a Certification from your health care provider verifying you are able to safely resume your job duties.

Upon returning from any type of FMLA Leave in a timely manner, you will be restored to your former position, or to an equivalent position, with equivalent pay, benefits, and other terms and conditions of employment. However, restoration to employment may be denied to salaried employees who are among the highest paid 10% employed by the company within a 75 mile radius of the facility. If this is the case, you will be notified of this fact by the Director of Compliance at the time you request such leave.

**Penalties for Failure to Return From A FMLA Leave**

If you take a Family Leave or Family Medical Leave, or Military Leave or Military Caregiver Leave and you fail to return to work after your available leave time has been exhausted, the Company will take actions to recover the group health care premiums paid for by the company during any period of Family Leave or Family Medical Leave time which was unpaid (i.e. where you were not exhausting your earned but unused vacation time, sick leave time, etc.) unless you are unable to return due to the continuance or recurrence of the serious health condition, or unless you are unable to return to work for other reasons beyond your control.

### **FUNERAL LEAVE**

In the event of the death of any other family member or relative not included in the above definition of immediate family, you may, at the discretion of the Director of Compliance, be given time off to attend the funeral.

### **MILITARY LEAVE**

The Company encourages employees to participate in our nation's military reserves, specifically National Guard and Reservist training. In order to promote such service, the Company provides Military Leave benefits to all regular full-time employees who have successfully completed at least one (1) year of continuous full-time service.

If you are eligible for this benefit, and you participate in National Guard or Reservist training, you will receive pay for all regularly scheduled work time missed as a result of your National Guard or Reserve training up to two (2) weeks per year. You will be paid for up to eight (8) hours per workday missed, up to a maximum of forty (40) hours per week, at your regular rate of pay. If you are called to extended active duty beyond two (2) weeks, you will be provided with a leave of absence without pay.

**Procedure:**

If you are a member of the National Guard or Reserve, you must notify your supervisor of the dates of your training camp as soon as you learn when your annual training will be conducted. If you are called to duty, you must notify your supervisor of this fact as soon as possible. You may also be required to show some documentation showing proof of your service if this is requested by management.

**JURY DUTY**

Brosnan Risk Consultants and B S S Group, Inc. does not pay jury duty benefits. If you receive a jury summons, you must present this summons to your supervisor at least three (3) days prior to the date of your jury duty so that your supervisor may make the necessary preparations for your absence. Should you be urgently needed in the office, the Company may request a postponement of jury services until some future date. If you fail to provide your supervisor with at least three (3) days of notice, you might be suspended for failure to comply, or terminated.

When you are dismissed from jury duty, contact your supervisor immediately so that he can schedule you for duty. You may be required to submit some proof of jury service, such as pay stubs, upon returning to work.

**SOCIAL SECURITY**

Every private sector employer in the United States, and all of their employees, are required to participate in the Social Security program. The costs of the Social Security program are shared by Brosnan Risk Consultants and B S S Group, Inc. and its employees. Each week, you will notice a deduction from your paycheck identified by the initials FICA tax. This is the amount of money the government requires employees to pay. In addition, Brosnan Risk Consultants and B S S Group, Inc. is required to match your contributions to this program. As you can see, this program is very expensive.

The Social Security program provides workers with a number of social security benefits. These benefits include, but are not limited to:

- Old age retirement benefits
- Death benefits
- Health and disability insurance benefits
- Dependent survivor's benefits for covered workers

### **WORKERS' COMPENSATION**

All employees of Brosnan Risk Consultants and B S S Group, Inc. are eligible for this benefit. If you suffer a job-related injury or illness, and are incapacitated for more than one week, you may receive a portion of your salary up to a maximum set by the state until you are able to return to work. The state also limits the number of weeks you may draw benefits and the total amount which you may draw. In addition to the salary continuation benefits, Brosnan Risk Consultants and B S S Group, Inc. Worker's Compensation insurance provides for payment of all reasonable medical expenses required by a job related injury or illness.

If you believe you have suffered an on-the-job injury or illness, you should report the injury immediately as required by Brosnan Risk Consultants and B S S Group, Inc. Accident Reporting Procedure. Failure to do so may jeopardize your ability to qualify for compensation.

**WORKERS' COMPENSATION FRAUD:** BROSINAN RISK CONSULTANTS AND B S S GROUP, INC. BELIEVES THAT THE FILING OF FRAUDULENT WORKERS' COMPENSATION CLAIMS IS A VERY SERIOUS OFFENSE. EMPLOYEES SHOULD UNDERSTAND THAT BROSINAN RISK CONSULTANTS AND B S S GROUP, INC. WILL



VIGOROUSLY PROSECUTE ANY EMPLOYEE WHO FILES A FRAUDULENT WORKERS' COMPENSATION CLAIM TO THE FULLEST EXTENT OF THE LAW.

### **CONTINUATION OF INSURANCE BENEFITS**

Please refer to Benefit Plan summary for COBRA eligibility.

### **POSITION STATEMENT TOWARDS UNIONS**

Brosnan Risk Consultants and B S S Group, Inc. is unalterably opposed to unions and believes that the interests of both the company and employees can be served best by remaining union-free. Management believes that the problems which inevitably arise in the day-to-day operation of our business can be solved most effectively when we are able to work together without the interference of an outside third party. Because of this belief, our company will continue to aggressively pursue its goal of remaining union-free and will do everything legally possible to prevent the interference, agitation and disruptions that a union can cause.

A union organizer may tell you anything in order to get you to sign a union authorization card. You should know that these cards can be used for several reasons other than to call for a secret ballot election. In fact, if you do sign a union authorization card, you may lose your right to vote in a secret ballot election. You do not have to sign a union card to work here and, if anyone tries to threaten or force you into signing a union card, they are breaking the law. If you are being pressured by a union organizer or another employee, and you would like to have this harassment stopped, talk to your supervisor.

If you have any questions about unions or signing union cards, feel free to ask your supervisor. Your supervisor will get you the straight facts.

### **RECEIPT OF EMPLOYEE HANDBOOK**

This is to acknowledge that I have received a copy of the Company's Employee Handbook and that I have reviewed the policies and procedures contained herein with my supervisor and/or the Director of Compliance. I also acknowledge that I have agreed to abide by the

Company's policies, procedures, practices, rules and regulations described in this Handbook. In addition, I understand that this Employee Handbook is merely a guide for employees and does not constitute a written employment contract and that the guidelines in this Employee Handbook may be changed from time to time at management's sole discretion, with or without notice. I further understand that the taking of tests for drugs and/or alcohol is a condition of continued employment and refusal to take such exams, if requested, will subject me to disciplinary actions up to and including discharge. Finally, I understand that Brosnan Risk Consultants and B S S Group, Inc. follows the Employment-At-Will policy which means that my employment may be terminated by myself or by the company at any time for any reason, or for no reason at all, with or without cause or notice.

**EMPLOYEE'S SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_