

## INTRODUCTION

WELCOME TO SYMTECH INNOVATIONS USA (“Symtech”)! We are pleased that you have joined us and look forward to having you as part of the Symtech team! Symtech is made up of employees who have a diverse breadth and depth of experience. We make important contributions to data center management in the United States.

As a recognized leader in electrical infrastructure design, contracting management and outsourced data center management, Symtech has the mandate to provide a broad spectrum of innovative solutions to a variety of clients.

Symtech prides itself on promoting a workplace culture that encourages and fosters teamwork, consideration and respect. We believe that each employee has a positive impact on our activities and operations and will directly contribute to our success. Symtech is proud to have you as part of our team. We will make every effort to support you and to create an environment in which you can achieve your highest level of excellence.

This handbook summarizes the basic personnel policies of Symtech. Please familiarize yourself with the contents of the employee handbook as soon as possible. It will answer many questions about employment with the organization. THIS HANDBOOK DOES NOT CREATE AN ENTITLEMENT TO CONTINUED EMPLOYMENT AT SYMTECH OR CREATE AN EXPRESS OR IMPLIED EMPLOYMENT CONTRACT BETWEEN SYMTECH AND YOU.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome to Symtech!

Sincerely,



Shawn Cohen, Chief Executive Officer (CEO)

## PURPOSE OF THE HANDBOOK

The purpose of this handbook is to help you understand our expectations, practices and policies. This handbook supersedes all previous employee handbooks, policies, practices, procedures, memoranda and other communications on the subjects discussed herein.

Please read this handbook thoroughly and retain it for future reference. Although this handbook cannot anticipate every situation, or answer every question about employment and performance expectations, it does explain our key guidelines and practices, which all employees are expected to be familiar with and follow.

Should you have questions regarding any issue, whether included in this handbook or not, please ask your Department Manager or Human Resources.

In an effort to be responsive to the needs of our growing organization, changes or additions to this handbook may be made periodically at the discretion of Symtech. Therefore, except for its employment at will policy and such policies as required by law, Symtech reserves the right to unilaterally add to, modify, delete or otherwise change its policies and procedures, including those contained in this handbook, without advance notice or other consideration.

This handbook is not intended to as a guarantee of continuity of benefits or rights. Any benefits described herein are provided at the sole discretion of Symtech and should not be interpreted to be an obligation to continue to provide such benefits, except as otherwise required by law. This handbook also is not a substitute for the terms of any medical, retirement or other employee benefits plan. If there is a conflict between this handbook and the terms of such employee benefit plans, the terms of the official benefit plan documents will control. Employees will not be entitled to any compensation or substitute benefit as a result of any changes or deletions in the employee benefits plans or any of Symtech's policies or procedures.



This handbook does not confer any rights, privileges or benefits on any employee, create an entitlement to continued employment at the Company, establish conditions of employment or create an express or implied employment contract between the Company and its employees. No employment for any term is intended or can be implied from any statements in this handbook.

Although we hope that your employment relationship with Symtech will be mutually satisfying, all employment at the Company is expressly “at will” and may be terminated at any time by you or Symtech, with or without cause and with or without notice (other than for employees who have a written fixed-term employment agreement signed by the employee and the Chief Executive Officer or Director of Human Resources of Symtech). As part of the at will employment relationship, the terms and conditions of your employment (other than the at will nature of such employment itself) may be changed by Symtech with or without cause and with or without notice. The contents of this handbook do not modify the at will status of your employment with Symtech. No department head, officer or other employee of Symtech or any of its affiliates has any authority to alter the at will status of your employment or to make any promise or agreement (orally or in writing) regarding the duration of your employment or that otherwise conflicts with any matter set forth in this handbook, except for the Chief Executive Officer or Director of Human Resources of Symtech who can only do so in a writing signed by him or her.

Symtech intends to comply with all applicable federal, state and local laws relating to your employment. To the extent that there are any conflicts or inconsistencies between the policies, procedures and benefits in this handbook and those applicable laws, Symtech will, of course, comply with such applicable laws.

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## Table of Contents

INTRODUCTION .....	1
PURPOSE OF THE HANDBOOK .....	2
STATEMENT OF CORE PRINCIPLES AND VALUES.....	6
OUR EIGHT SERVICE VALUES.....	7
<b>SECTION I: EMPLOYMENT</b>	
Employment Categories .....	9
Employment Termination.....	18
Employment Practices.....	20
<b>SECTION II: COMPENSATION</b>	
Administrative Pay Corrections .....	21
Pay Deductions .....	22
Paydays .....	22
Paydays (Cont'd) .....	23
Personnel Data Changes .....	23
Workers' Compensation .....	23
Workers' Compensation (Cont'd) .....	24
Work Hours and Overtime .....	24
Meal Periods .....	25
<b>SECTION III: BENEFITS</b>	
Employee Benefits, Employee Medical Insurance and Worker's Compensation Insurance .....	26
Public/Statutory Holidays .....	26
Vacation .....	27
<b>SECTION IV: LEAVE POLICIES</b>	
Chronic Illnesses in the Workplace .....	30
Bereavement Policy .....	31
Leaves of Absence .....	<b>Error! Bookmark not defined.</b>
Personal Leave of Absence   Short-Term .....	32
Emergency Leave Days .....	32
Citizenship Leave .....	<b>Error! Bookmark not defined.</b>

Election Day .....	33
Jury Duty .....	33
Witness Duty.....	34

## Table of Contents

### SECTION V: TECHNOLOGY POLICIES

Computer, Voicemail, Email Usage/Internet .....	36
Workplace Monitoring .....	37

### SECTION VI: WORKPLACE POLICIES

Drug and Alcohol Policy .....	39
Conflict Resolution.....	40
Progressive Discipline .....	41
Smoking .....	41
Visitors to the Workplace .....	42
Workplace Violence and Harassment .....	42

### SECTION VII: CONDUCT STANDARDS

Attendance and Punctuality .....	45
Employee Conduct and Work Rules.....	45
Personal Appearance .....	47
Anti-Bribery and Anti-Corruption .....	48

### SECTION VIII: SAFETY AND SECURITY

Health and Safety Policy .....	50
Security Procedures .....	52
Security Cameras .....	52

### SECTION IX: NON-DISCLOSURE

Non-Disclosure of Confidential Information.....	53
Speaking to the Media.....	53

EMPLOYEE ACKNOWLEDGEMENT FORM .....	55
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## STATEMENT OF CORE PRINCIPLES AND VALUES

- **Respect and Trust**
  - ❖ We treat each person with respect and deliver on our commitments.
- **Integrity**
  - ❖ We expect a high standard of personal conduct, ethics, and professionalism.
- **Partnership**
  - ❖ We treat our stakeholders, customers and employees as partners, and seek to achieve mutually rewarding relationships.
- **Service Excellence**
  - ❖ Our dedication to service excellence will exceed the expectations of our partners.
  - ❖ We are committed to providing educational opportunities through the creative process.
  - ❖ We are committed to mutually beneficial partnerships.
- **Business Principles**
  - ❖ We are committed to administering our operations effectively.
  - ❖ We are committed to the development of optimum uses of all resources.

## OUR EIGHT SERVICE VALUES

Symtech is recognized for the quality of service that we provide to our customers. Quality of service starts with our responsiveness to our customers and each other. The quality of the job that each and every one of us does affects the quality of our service.

Symtech will work:

1. To build strong relationships and create a positive business experience for our customers.
2. To always be responsive to the expressed and unexpressed wishes and needs of our customers.
3. To continuously seek opportunities to innovate and improve the Symtech experience.
4. To take ownership and immediately seek resolution for our customers' problems.
5. To create a work environment of teamwork so that the needs of our customers are met.
6. To seek the opportunities to learn and grow.
7. To be proud of our professional look, language and behavior.
8. To protect the privacy of our fellow team members and the organization's confidential information and assets.

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## **SECTION I: EMPLOYMENT**

### **1.1 - Employment Applications**

Symtech relies upon the accuracy of information contained in an employment application as well as the accuracy of other data presented throughout the hiring process and employment.

Any material misrepresentations, falsifications or omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or if the person has been hired, termination of employment.

All offers of employment are conditional upon Symtech receiving satisfactory references.

### **1.2 - Employment Categories**

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

Each employee is designated as either NONEXEMPT or EXEMPT from overtime pay under federal and state wage and hour laws.

NONEXEMPT employees are eligible for overtime pay under the specific provisions of federal and state laws, generally for working in excess of 40 hours in any single workweek.

EXEMPT employees such as Vice Presidents, Senior Managers, Directors, Managers, Supervisors, and IT Professionals are, by virtue of their job



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responsibilities and payment on a salaried basis (except for computer professionals) not eligible from overtime pay under federal and state wage and hour laws.

## 1.2 - Employment Categories ... (cont'd)

In addition to the above categories, each employee will belong to one other employment category:

**REGULAR FULL-TIME** employees are those who are not in a part-time, contract or probationary status and who are regularly scheduled to work Symtech's full-time schedule of 40 hours per week for non-exempt employees or at least 40 hours per week for exempt employees.

**PART-TIME** employees are those who are not assigned to a probationary status and who are regularly scheduled to work fewer than 30 hours per week. While they are entitled to all legally mandated benefits (such as short-term disability, workers compensation and unemployment insurance (subject to any other eligibility requirements), they are generally ineligible for all of Symtech's benefit programs and paid time off (except as otherwise expressly set forth in this handbook or required by applicable law).

**CONTRACT** employees are those who are working on a fixed term assignment with a predefined start and end date. These employees are generally ineligible for the Symtech benefit package unless specified in the letter of offer or as otherwise required by applicable law.

**CASUAL** Staff who are employed by Symtech on a casual or as needed basis. Casual employees choose to accept or decline hours of work offered.

**PROBATIONARY** employees are those whose performance is being evaluated to determine whether further employment in a specific position or with Symtech is appropriate. Employees who complete the probationary period as verified by a satisfactory three (3) month performance evaluation, will be notified of their new employment classification. Employment during and

after the probationary period is on any at will employment status, and satisfactory completion of the probationary period does not alter the employee's at will employment status.

**TEMPORARY** employees are those hired for a specific duration. Temporary employees are eligible only for benefits in accordance with statutory requirements.

### **1.3 - Nature of Employment**

Employment with Symtech is entered voluntarily and is expressly "at will." Either Symtech or you are free to terminate your employment at any time, with or without cause and with or without advance notice. Symtech requests, however, that you provide a minimum of two (2) weeks written notice prior to the effective date of your resignation, to permit Symtech to plan adequately for the transition of your duties and responsibilities. Symtech can waive such notice at whole or in part, without any additional compensation to you.

### **1.4 – Protecting Personal Identifying Information of Employees**

Symtech takes strict measures to ensure that employee personal identifying information is treated in a confidential manner to protect employees from identity theft, in compliance with applicable law. "Employee personal identifying information" includes but is not limited to: Social Security numbers ("SSNs"), home address or telephone numbers, personal e-mail addresses, internet user IDs and passwords, driver's license numbers, and parents' last names before marriage. Symtech prohibits any employee from using and/or disclosing employee personal identifying information in a manner that makes such information accessible to the general public or otherwise to individuals or organizations who or which do not have a legitimate reason for having such information. To ensure the protection of employees' personal identifying information, Symtech does not print Social Security numbers on employee identification materials or place them in files with unrestricted access. In addition, Symtech does not allow: (i) publicly posting or displaying an employee's social security number; and (ii) using a social security number as an identification

number.

We expect employees to assist us in protecting personal information and to take all appropriate measures to safeguard personal information belonging to you or any other employee of Symtech. This includes ensuring that:

- individuals who have requested personal information and those to whom you are sending it are authorized to receive the information
- the method by which the information is transmitted (e.g., e-mail, fax, telephone, etc.) will adequately protect the confidentiality of the information in light of its sensitivity

Symtech also requires the taking of special precautions when disposing of any documents or other materials containing employee personal identifying information.

Symtech recognizes the importance of protecting personal information and will use appropriate security safeguards to provide the necessary protection. This includes:

- physical measures such as locked filing cabinets
- technological resources such as firewalls, encryption software and passwords
- limiting access to such information to Human Resources and permitting only Human Resources to authorize access by any other employees.

All employees must exercise care in and around the office to make sure that no employee personal identifying information of any employee is left out on desks, in unlocked offices or in other locations where they may be easily accessed or taken.

Symtech employees have the right to access to their own personnel file. Such a request must be made in writing. When an employee reviews his/her file it will be in the presence of the Human Resources Manager or Office Manager. This file

cannot be removed from the department (but copies of documents signed by the employee will be provided upon request).

## **1.5 - Equal Opportunity | Non-Discrimination | Reasonable Accommodation**

Symtech is committed to equal employment opportunity. It is the policy and practice of Symtech not to discriminate on the basis of race, ancestry, color, creed, religion, citizenship, age, sex, sexual orientation, national origin, marital status, family status, genetic information, record of offences (except where otherwise permitted by law), disability, uniformed service (including status as a veteran), protected activity (i.e., opposition to prohibited discrimination or participation in proceedings covered by the anti-discrimination laws) or any other grounds protected by applicable law.

Symtech will make reasonable accommodations for qualified individuals due to disability, religious observance, pregnancy or related medical conditions or any other reason required by law, in each case to the extent required by applicable law, which is typically unless doing so would result in an undue hardship for either the individual or the organization. This policy governs all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training. All requests for reasonable accommodations will be kept confidential to the extent possible and shared only on a “needs-to-know” basis.

Hiring procedures have been reviewed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only to determine an applicant's ability to perform the duties of the position.

Any employee with questions or concerns about any type of discrimination in the workplace is encouraged to bring these issues to the attention of their Vice President, Manager, Director, the Human Resources Manager or Office Manager.

Employees can raise concerns and make reports without fear of reprisal.

Anyone found to be engaging in any type of unlawful discrimination (or engaging in any retaliation against anyone for raising concerns hereunder in good faith) will be subject to disciplinary action, up to and including termination of employment.

### **1.6 - Job Postings**

Most career opportunities at Symtech will be posted internally and in most cases through other appropriate job boards and on-line recruitment related websites and/or other recruitment vehicles. This will allow our employees the opportunity to pursue openings for which they may be qualified or recommend qualified individuals.

All qualified employees are encouraged to apply for these openings. Employees interested in applying for posted openings must notify their Manager or Supervisor of their intentions prior to submitting their application. If you are interested in being considered for a specific open position, you should apply as soon as possible after the position is posted. Most postings will be active for five business days from the date of the posting.

The review of the applications will be the responsibility of the hiring Manager and Human Resources or Office Manager. A short list of candidates will be developed for interviews. In addition to the Manager, two (2) or three (3) Symtech employees familiar with the job requirements may participate in the interviews. The CEO will have final approval for all hiring.

All employees who have successfully completed 180 days (6 months) of service with Symtech may apply for these open positions. The service requirement maybe waived at the discretion of the CEO.

Any employee whose performance does not meet expectations or is currently on a performance improvement plan will not be eligible to participate.

## 1.7 - Employment References and Requests for Information

The Payroll Administrator will respond in writing only to those reference check inquiries or requests for information from outside Symtech that are submitted in writing. Responses to such inquiries need only confirm dates of employment and position(s) held and, if authorized by the employee, wage rate(s).

For privacy reasons no other employee of Symtech other than the Office Manager or Payroll Administrator is authorized to release employee information. In general, qualitative statements regarding job performance are not provided. Other disclosures will be made as required by law.

## 1.8 - Hiring of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism or perceived favoritism and employee morale. In addition to claims of partiality in treatment at work potential personal conflicts from outside the work environment can be carried into day-to-day working relationships.

Therefore, relatives of persons currently employed by Symtech may be hired only if they will not be working directly for or supervising a relative or will not be working directly above the relative's immediate superior or directly for the relative's immediate subordinate. Symtech employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment (such as marriage), we recommend the individuals concerned decide who is to be transferred. If that decision is not made within thirty (30) calendar days the Senior Manager will review the situation and make a recommendation to the CEO.

In other cases where a conflict or the potential for conflict arise, even if there is no supervisory relationship involved, the parties may be separated by reassignment or termination of employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage (including common law marriage) or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

### **1.9 - Probationary Period**

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Symtech uses this period to evaluate employee capabilities, work habits, and overall performance. Either the employee or Symtech may end the employment relationship at any time during or after the probationary period with or without cause or advance notice.

All new and rehired employees work on a probationary basis for the first ninety (90) calendar days after their date of hire. Any significant Symtech authorized absence will automatically extend a probationary period by the length of the absence. If the Senior Manager or Manager, in consultation with the Chief Executive Officer, determines that the designated probationary period does not allow sufficient time to evaluate the employee's performance, the probationary period may be extended. In all such cases, the employee will be provided with written notice of a probationary extension with a copy of the notice sent to the Office Manager and Human Resources Manager.

Employees who complete the probationary period as verified by a satisfactory three (3) month performance evaluation will be notified of their new employment status. All new employees must successfully complete a 90-day probationary period to pursue openings listed on our internal job

postings. Employment during and after the probationary period is on any at will employment status, and satisfactory completion of the probationary period does not alter the employee's at will employment status.

## **1.10 - Performance Evaluation**

Senior Managers, Managers, Supervisors and employees are strongly encouraged to discuss job performance and goals on an ongoing, informal, day-to-day basis during the course of the year.

A formal written performance evaluation is generally conducted at the end of an employee's initial three-month period of hire, known as the probationary period. Thereafter, formal performance evaluations are generally conducted at a minimum on an annual basis and generally scheduled in May each year.

The performance evaluation allows Senior Managers, Managers, Supervisors and employees the opportunity to discuss job responsibilities, identify and correct weaknesses, encourage and recognize strengths and discuss positive, purposeful approaches for meeting goals.

Symtech may award pay adjustments, in its sole discretion, in an effort to recognize employee performance. The decision to award such an adjustment is dependent upon numerous factors, including the information documented in the performance evaluation process.

It is important to remember the organization is not immune to the pressures of competition, inflation, rising service costs, interest rates and the state of the economy. These and other factors impact the organization as a whole and not just individual employees.



### **1.11 - Outside Employment**

Employees may hold outside jobs as long as they meet the performance standards of their job with Symtech. All employees will be judged by the same performance standards and will be subject to Symtech's scheduling requirements, regardless of any existing outside work requirements.

If Symtech determines that an employee's outside work interferes with performance or the ability to meet the requirements of Symtech, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Symtech.

Outside employment that constitutes a conflict of interest is prohibited.

Employees may not receive any income or material gain from individuals or organizations outside Symtech for materials produced or services rendered while performing their jobs unless such an arrangement has been permitted with a pre-approved contractual agreement by Symtech.

Employees may not use Symtech's name or influence in any way that might indicate a connection between Symtech and the employee's outside employment or business activities. In addition, employees cannot use Symtech's company property or information systems (including but not limited to e-mail, fax, Internet or Intranet, and telephones/voicemail) in connection with any trade or business they engage in outside of Symtech.

### **1.12 - Voluntary Termination**

Every organization must plan its future personnel needs if it is to operate efficiently.

If an employee decides to leave Symtech, the employee is requested to notify their Senior Manager, Manager, or Supervisor at least two (2) weeks in advance of their final day of work.

Symtech can waive such notice whole or in part, without any additional compensation to the employee.

Prior to an employee's departure an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

On the employee's last day of work, all Symtech property assigned to the employee such as cell phones, laptops, keys, security access fobs, books, ID pass cards, passwords, tools, equipment, and other items that are the property of Symtech must be returned.

Former employees must continue to protect confidential and proprietary Symtech information, including but not limited to: customer and employee information, trade secrets and inventions, if applicable, even after leaving Symtech.

### **1.13 - Employment Termination**

Termination of employment is an inevitable part of business activity within any organization. Although we hope that your employment with the Company will be a long and successful one, your employment is on an "at will" basis and may be terminated by either you or Symtech at any time, with or without cause and with or without notice; provided, however, that Symtech requests that you provide two (2) weeks advance notice prior to resigning from your employment with Symtech (which notice can be waived, in whole or in part, by Symtech without any additional compensation). Nothing herein, however, is intended to alter the at will status of your employment.

A termination *for cause*, which may be done without any notice or payment, may constitute any one or more of the following actions:

- Your wilful and continued failure to perform your duties after having received written notice from Symtech outlining such failure;
- Theft, fraud, dishonesty, misappropriation, gross negligence or misconduct by you involving or relating to: (1) the property, business or affairs of Symtech, or any of its affiliates; or (2) the performance of your duties,

including, without limitation, any breach by you of the representations, warranties and covenants contained in this Agreement

- Your conviction of a criminal or other statutory offence which has a potential sentence of imprisonment (except where otherwise prohibited by law);
- Any act or conduct by you that adversely affects the reputation of Symtech or any of its affiliates;
- If you or any member of your family makes personal profit arising out of or in connection with a transaction to which Symtech or any of its affiliates is a party or with which it is associated without making full, complete and timely disclosure to and obtaining the prior written consent of Symtech and the applicable affiliate;
- Any act or omission by you that would at law permit an employer to, without notice or payment in lieu of notice terminate the employment of an employee.

The above list should not be taken as exhaustive.

In cases of voluntary termination Symtech will schedule exit interviews with the Human Resources Manager or Office Manager and the employee's Manager or Supervisor. The exit interview with the Human Resources Manager is an opportunity for departing employees to discuss such issues as employee benefits and repayment of any outstanding debts to Symtech. The discussion may also include suggestions, complaints, and questions related to employment with Symtech. The exit interview with the Manager/Supervisor is an opportunity for the departing employee to speak to a senior person in the organization.

#### **1.14 - Return of Property**

Employees are responsible for all Symtech property, materials or written information issued to them or in their possession or control such as Health and Safety and policy manuals.

Employees must return all Symtech property immediately upon request or upon the cessation of their employment. Employees are also required to provide ALL personal passwords for company owned computers and phones. Symtech may also take any action deemed appropriate to recover or protect its property.

## **1.15 Immigration Law Compliance**

Symtech is committed to employing only United States citizens and aliens who are authorized to work in the United States. In compliance with the **Immigration Reform and Control Act of 1986**, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 or any other required eligibility and provide documentation establishing his or her identity and employment eligibility. Former employees who are re-hired must also complete the form if they have not completed a 1-9 with Symtech within the past three years or if their previous 1-9 is no longer retained or valid.

## **1.16 Employment Background Checks**

To ensure that individuals who join Symtech are well qualified and have a strong potential to be productive and successful, it is the policy of Symtech to conduct a thorough background check of all applicants. The background check will include, but not limited to, a reference check, criminal background check (if and when permitted by applicable law), and verification of education/certification.

## SECTION II: COMPENSATION

### 2.1 - Administrative Pay Corrections

Symtech takes all reasonable steps to ensure that employees receive the correct amount of pay in each pay period and that employees are paid promptly on the scheduled payday. In the event that there is an error in the amount of pay employees should promptly bring the discrepancy to the attention of the Payroll Administrator so that corrections can be made as quickly as possible.

If Symtech classifies you as an exempt employee, your salary is intended to compensate you for all hours worked by you each week. Exempt employees (other than exempt computer professionals) are paid on a “salary basis,” which means that an employee regularly receives a predetermined amount of compensation each pay period on a weekly, or less frequent, basis for all hours worked. The predetermined amount cannot be reduced because of variations in the quality or quantity of the employee’s work. Subject to a few exceptions, an exempt employee must receive the full salary for any workweek in which the employee performs any work, regardless of the number of days or hours worked. Exempt employees do not need to be paid for any workweek in which they perform no work. If Symtech makes deductions from an employee’s predetermined salary (unless otherwise permitted by law), that employee is not paid on a “salary basis.”

Exempt employees who believe that Symtech may have made improper deductions from their salary should immediately report the matter to the Human Resources Manager. Reports of improper deductions will be promptly investigated and, if Symtech determines that such deductions were improper, the exempt employee will be reimbursed for any improper deductions.

Employees will not be retaliated against for reporting possible improper deductions.

## 2.2 - Pay Deductions

The law requires that Symtech make certain deductions from every employee's pay. Deductions, as required by law, will be made for federal, state and local taxes and any other required deductions, including any court ordered deductions. Other miscellaneous items that are mutually agreed upon by the individual employee and Symtech, such as charitable contributions, may also be deducted.

Symtech offers programs and benefits beyond those required by law.

Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs, such as additional income tax premiums.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, the Office Manager or Payroll Administrator can assist in answering your questions.

## 2.3 - Paydays

Part-time hours will be paid upon receipt by payroll of an approved timesheet according to the published timesheet schedule.

With their authorization, employees will have their pay directly deposited into their bank accounts. This requires the employee providing a void check to Symtech's payroll department.

Symtech employees who are on payroll will be able to receive online Pay Statements and Tax Forms powered by Ceridian Self Service. Please contact the Payroll Administrator for registration instructions.

## 2.4 - Personnel Data Changes

General personnel data should be accurate at all times. It is the responsibility of each employee to notify Symtech's Payroll Administrator in writing of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, training and educational accomplishments, and other such documents and information should be accurate and current at all times.

It is important to notify the Payroll Administrator promptly in writing of any personal data that has changed.

## 2.5 - Workers' Compensation

For all US employees, Symtech provides a comprehensive workers' compensation insurance program at no cost to employees, as provided by the law of the state in which the employee works. These programs cover job-related injury or illness sustained in the course of employment that requires medical, surgical or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses **must inform their Senior Manage/Manager or Supervisor immediately!** No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible, if needed.

Neither Symtech nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social or athletic activity sponsored by Symtech.

## 2.6 - Work Hours and Overtime

The standard work schedule for all regular, full-time office-based employees is from Monday through Friday is a forty (40) hour work week. The standard hours of work per day are eight (8) hours (excluding meal periods).

Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

Full-time employees are expected to work forty (40) hours per week normally between the hours of 8:00 am and 4:30 pm but specific starting and finishing times are determined on a departmental basis. Reception is open from 8:00 to 4:30 pm and phones are answered from 8:00 am to 4:30 pm.

Hours of work and shifts for non-administrative staff such as the technical field staff, are determined in accordance with business requirements. As the business is a continuous operation with client-based activity occurring in the evenings and weekends, all the above non-administrative staff are expected to work during these times as may be required by business needs.

Employees are granted a thirty (30) minute break for lunch between 12:00 p.m. and 1:30 p.m. In addition, employees are granted two ten (10) minute paid coffee breaks per regular working day: one mid morning, the other mid afternoon.

### Overtime

Non-exempt eligible employees are entitled to overtime pay for each hour of work in excess of 40 hours in a single workweek. Overtime is generally paid at the rate of 1.5 times the regular rate of pay for any hours in excess of 40 in a single workweek.

Overtime must be **pre-approved** in writing. In order to claim for overtime worked an employee must submit a timesheet for approval. Overtime must be **pre-approved** in writing and must be performed on Symtech premises and/or on a company-approved site. Non-exempt employees who work overtime without advanced



authorization will be paid for such time to the extent required by applicable law, but may be subject to disciplinary action, up to and including termination. In order to claim for overtime worked an employee must submit a timesheet for approval.

**Non-exempt employees may not work extra hours and then fail to record their time. Non-exempt employees are prohibited from working “off the clock” (even if they volunteer to do so). In addition, no supervisor or any other Symtech employee may request that any non-exempt employee work “off the clock” (and, if any non-exempt employee is requested to work “off the clock,” he or she should report it immediately to Human Resources).**

Payment for overtime worked will be included in your regular paycheck. Overtime is usually paid one (1) pay period later than the period during which the overtime was worked, provided that the hours worked are reported promptly.

Whenever you do not report to work because of a holiday or any other authorized absence (e.g., vacation or sick day), no hours are credited toward the workweek for purposes of calculating hours worked.

## **2.7 - Meal Periods**

All regular and probationary full-time employees are provided with one meal period of thirty minutes in length each workday. Employees will be relieved of all active responsibilities and restrictions during meal periods and non-exempt employees will not be compensated for that time.

## SECTION III: BENEFITS

### 3.1 - Employee Benefits

Eligible employees are provided a wide range of benefits through Symtech. Full-time employees will be eligible to join Symtech's Group Benefits Plan after successfully completing three (3) months of service.

Employees are provided with a detailed Summary of Plan and Benefit Description upon commencement of employment. If there is any conflict between those documents and the language in this handbook, the former will prevail.

Symtech reserves the right to discontinue or amend any benefits on notice, at its discretion.

### 3.2 - Holidays

Employees are eligible for six (6) holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas

On these designated public holidays, all full-time employees are eligible for time off with pay.

Part-time and temporary employees are eligible for time off with pay on the above holidays only if such holiday falls on such employees regularly scheduled workday. At the commencement of each year, Symtech will provide a list of all holidays for the year for full-time, part-time and temporary employees.

In order for non-exempt employees to receive holiday pay, an employee must work their regularly scheduled workday before and the first regularly scheduled workday after the holiday unless prior approval to be absent has been granted.

Because of the nature of our operations, we may find it necessary to require that an employee works on a holiday. If eligible non-exempt employees work on a designated holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday, i.e. double pay. An employee must have **prior written approval** from his or her Senior Manager, Manager or Supervisor to work and be paid for a designated holiday.

### **3.3 - Vacation**

Vacation accrues on a monthly basis and may be taken after having been earned. Employees are encouraged to take vacation as it is an opportunity to reenergize.

Vacation days will accumulate during the probationary period as follows:

If an employee begins work on or prior to the 15th of the month, vacation benefits will accumulate for the first month. No vacation benefit will accumulate for the first month if employment begins after the 15th day.

Vacation **MUST** be earned before it may be taken and may be scheduled at a minimum of one day.

#### **Requesting Vacation Time**

All requests for vacation must be approved in advance by the employee's Manager or Supervisor and submitted to payroll for vacation tracking. Senior Managers and Managers are responsible for managing the vacation requests of their direct reports.

If time off has been arranged prior to employment and if approved by the CEO, an employee may take an 'unpaid leave of absence'. Credit for vacation will not

accrue during such unpaid leave of absence unless required under applicable law and should the unpaid leave of absence fall during a probationary period the probationary period will be extended accordingly.

Employees who require time in excess of their vacation entitlement should discuss their needs with their immediate Manager and may request a personal leave without pay. All such requests must be approved by the employee's immediate Senior Manager in conjunction with the CEO.

### **Unused Vacation**

All vacation credits earned in one calendar year (Jan 1 to Dec 31) must be used by March 31<sup>st</sup> of the following year unless otherwise approved by the CEO, or they will be forfeited (except where otherwise prohibited by law).

If an employee fails to take his or her vacation as required by this policy the Senior Manager may schedule time off so that the number of vacation credits are reduced to the maximum allowed on March 31<sup>st</sup> of the following year.

To ensure that adequate time off is taken full-time employees may not be given pay in lieu of vacation unless special circumstances exist. Payment under special circumstances requires the written approval of the CEO, after consultation with the Senior Manager.

### **Illness/injury during vacation**

If an employee suffers a serious illness or injury during vacation and the employee has available illness days, then the vacation days will be waived and illness days will apply. In the event the employee does not have enough illness days and the illness or injury requires extended recuperation, he/she should apply for short term disability coverage. If the claim is approved, the employee would postpone the remainder of the vacation to a later date. All such claims must be substantiated by medical evidence and approved by the organization. Affected employees should notify their Manager/Supervisor as soon as is feasible under the circumstances.

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### **Short Term Disability and Vacation**

Employees who have exhausted their short-term disability entitlement are paid all unused vacation credits. Accrual of vacation credits ceases at this point unless required under applicable law.

### **Separation from the Company**

An employee leaving the Company will be paid for all current earned but unused vacation to the date of termination. You agree that vacation taken before it was earned will be deducted from your final pay, to the extent permitted by applicable law.

If a recognized statutory or Symtech holiday falls during an employee's vacation period, the holiday will not be counted as a vacation day.

### **Part-time employees, summer students and co-op students**

Part-time employees, summer students and co-op students do not accumulate vacation credits.

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## SECTION IV: LEAVE POLICIES

### 4.1 - Illness Days, Short and Long-Term Disability

During employment, including the probationary period employees accrue .36 days of illness leave each month to a maximum of three (3) days per year. If paid illness days are no longer available, an employee may take time off using accrued vacation credits or unpaid days. Illness leave **does not** accumulate during any unpaid leave.

If an employee is ill during the probationary period they are not paid for the illness. Illness days, however, will accumulate during the probationary period after the 15th day of the first month of employment.

An employee who is absent from work due to illness is required notify their Manager or Supervisor and the Payroll Administrator by phone or email on the day of first day of absence in order to be paid. For absences of three (3) consecutive days or more the employee is required to present, on return to work, a doctor's certificate to his or her Manager or Supervisor (to the extent permitted by applicable law).

Illness days are recorded on Department timesheets and submitted to payroll for recording purposes.

Unused illness days may not be carried forward into the new-year and are not paid out in the event of separation.

### **Short Term Disability (STD) and Long-Term Disability Coverage (LTD)**

Where an employee is unable to perform the normal roles and responsibilities of his or her position due to illness or non-work related injury, the employee may be eligible for short term disability coverage. In the event of an extended illness or non-work related injury the employee may be eligible for long term disability coverage. Please consult the benefits information package for specific details of each type of coverage.

## 4.2 - Bereavement Policy

Once an employee has completed the probationary period, the employee is allowed a maximum of three (3) consecutive working days off with pay at the employee's regular rate in the event of a death of an immediate family member.

For the purposes of this section, "immediate family" defined as a:

1. spouse of the employee; or
2. parent, step- parent or foster parent of the employee or employee's spouse;  
or
3. child, step-child or foster child of the employee or the employee's spouse;  
or
4. grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse; or
5. spouse of the employee's child; or
6. brother or sister of the employee.

In this section, the term "spouse" includes common law partners and same sex partners.

If additional time off is required (such as for extended travel) or if an employee wishes to take time off due to the death of a non-family member, the employee may take time off without pay as Emergency Leave Days. Two Emergency Leave days will be paid.

Note: that all bereavement related days taken will be deducted from the employee's entitlement to Emergency Leave Days.

## 4.3 - Personal Leave of Absence | Short-Term

Short-term personal leaves of absence may be granted at the discretion of the Senior Manager. Requests must be in writing or e-mail, specifying the reason for the leave, and the duration and the request must be submitted prior to taking the leave. Personal leaves of absence will be unpaid.

## 4.4 - Emergency Leave Days

Employees are eligible to take up to ten emergency leave days each year for a personal illness, non-work related injury or medical emergency, or to address the death, illness, injury, medical emergency or urgent matter of a designated relative. The first two of ten days will be paid. This only applies to whole days and no half days.

For the purposes of this section, a “designated relative” is defined as a:

1. spouse of the employee; or
2. parent, step-parent or foster parent of the employee or employee's spouse; or
3. child, step-child or foster child of the employee or the employee's spouse; or
4. a grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse; or
5. the spouse of the employee's child; or
6. brother or sister of the employee; or
7. relative who is dependent on the employee for care and assistance.

In this section, the term “spouse” includes common law partners and same sex partners.

Employees are required to advise their Manager or Supervisor that they will be absent under the Emergency Leave policy as soon as possible after the start of the leave. Unused emergency leave days do not carry over from year to year, and will not be paid upon termination of employment for any reason.



#### **4.5 - Election Day**

If an employee (full-time or part-time) requires time off to vote during a federal, state or local election, the employee will be granted up to three (3) consecutive paid hours off (or more if required by law) prior to the closing of the polls.

For example, if polls close at 8:00 pm, an employee who would otherwise be scheduled to work past 5:00 pm could leave work at 5:00 pm in order to vote in the election.

It is expected that employees will discuss their intention to leave early in order to vote with their Manager or Supervisor prior to the day of the election.

#### **4.6 - Jury Duty**

Symtech encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees who have completed a minimum of 90 calendar days of service and passed probation will be paid for attending jury duty in accordance with the guideline below.

Jury duty pay is calculated based on the employee's base hourly pay rate, multiplied by the number of hours the employee would otherwise have worked on the days of absence. Any expenses related to attending jury duty (such as transportation costs, meals) will not be covered by Symtech. Regular full-time employees qualify for jury duty leave.

Symtech will reimburse the jury duty pay to the selected employee for the first 5 days of jury duty as there is no remuneration by the court for this time. After the 10<sup>th</sup> day the juror will begin to receive a per diem from the court.

Any per diem payment received by an employee for court attendance must be signed over to the Controller in order to continue to receive jury duty pay from Symtech.

Employees must show the jury duty summons to their Manager or Supervisor and Payroll Administrator as soon as possible so that the Manager or Supervisor may make arrangements to accommodate their absence. Employees are expected to report for work whenever the court schedule permits.

In exceptional circumstances, where an employee's absence would adversely affect the day to day operation, Symtech may petition the court to obtain a jury duty deferral for an employee.

There will be no loss of benefits or seniority during the time an employee is on jury duty.

#### **4.7 - Witness Duty**

Symtech encourages employees to appear in court for witness duty when subpoenaed to do so.

If full-time employees and contract workers (excluding independent contractors) have been subpoenaed or otherwise requested to testify as witnesses in a case involving Symtech, they will receive paid time off for the entire period of witness duty based on a standard work day of eight hours.

Employees will be granted a maximum of eight (8.0) hours of paid time off to appear in court as a witness at the request of a party *other than Symtech and not involving Symtech*. Employees will be paid at their base hourly rate for the eight hours. Any additional hours will not be paid although employees may use accrued vacation days.

The subpoena must be shown to the employee's Manager or Supervisor and Payroll Administrator immediately after it is received so that operating schedules can be adjusted where necessary to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

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#### **4.8 – Rights of Nursing Mothers**

If you are a nursing mother, you may use reasonable unpaid break time or may use paid break time or meal time each day to express breast milk for your nursing child for up to three (3) years following the birth of your child. Symtech will make reasonable efforts to provide a room or other location (other than a restroom or toilet stall), in close proximity to your work area, where you can express breast milk in privacy.

Each such break shall generally be no less than 20 minutes (or no less than 30 minutes if the room or other location is not in close proximity to your work area). You may take such breaks each time you need to express breast milk – in most circumstances, such breaks take place at least once every three (3) hours. You can elect to take shorter unpaid breaks for this purpose and, at your option, can instead elect to use regularly scheduled paid break or meal periods for this purpose. You may be required to postpone scheduled unpaid break time for no more than 30 minutes if you cannot be spared from your duties until appropriate coverage arrives.

You should provide Symtech with advance notice of your intent to express breast milk in the workplace, preferably before you return to work following child birth, in order to allow Symtech an opportunity to establish a location and schedule leave time amongst multiple employees if needed. Symtech will not discriminate against employees who choose to express breast milk in the workplace.

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## **SECTION V: TECHNOLOGY POLICIES**

### **5.1 - Computer, Voicemail, Email Usage/Internet**

Computers, computer files, e-mail and voice mail systems, handheld devices, and software furnished to employees by Symtech are Symtech's property intended for business use. Limited, occasional or incidental use of electronic media (sending or receiving) for non-business purposes is permitted. On balance employees need to demonstrate a sense of responsibility and must not abuse this privilege.

Symtech strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, Symtech prohibits the use of computers, voice mail and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

In general, Symtech's internet access should be used only for business purposes.

At no time may an employee send, transmit, forward, copy etc., confidential information that is private, confidential or secret, that is not generally known about Symtech's customers. This includes customer products, services, processes or any other business related information by electronic means or any other method. Employees must not attempt to access any confidential files for which they have not been authorized.

Symtech purchases and licenses the use of various types of computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer Symtech does not have the right to reproduce such software for use on more than one computer. The company prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate Manager or Supervisor, IT Support and the Office Manager upon learning of violations of this policy. Any employee found to be abusing the privilege of Symtech-facilitated access to electronic media or services including, but not limited to, those outlined in this policy, will be subject to disciplinary action, up to and including termination of employment.

## **5.2 - Workplace Monitoring**

Symtech retains ownership over all computer files, documents and electronic communications created, received or stored by employees in the course of using Symtech's computer system, telephone systems or handheld devices. At no time is this data to be copied, transferred or deleted without the expressed permission of Symtech.

Employees should have no expectation of privacy with respect to their use of any of Symtech's equipment or supplies. All such equipment and supplies are the property of Symtech.

### **Access to Information**

Symtech reserves the right to monitor and review, at its discretion, employee communications or other usage of Symtech computers, handheld devices, internet systems or email systems for any legitimate business purpose, including without limitation:

- Cost analysis
- Resource allocation
- Optimization of technical management of information resources
- Detecting breaches of security
- Detecting illegal activity

- Detecting violations of this handbook or other prohibited uses of electronic communications

Such monitoring may occur electronically or manually without the knowledge of the affected employees.

As such, employees should not assume that electronic communications are private or confidential. Employees waive any right to privacy in anything they create, store, send, or receive on Symtech computers, handheld devices, internet systems or email systems.

## SECTION VI: WORKPLACE POLICIES

### 6.1 - Drug and Alcohol Policy

Symtech maintains a strong commitment to provide a safe and productive work environment for all of its employees. We wish to ensure that our employees perform their duties safely, efficiently and in a manner that protects their interests and those of their fellow employees. In keeping with this commitment and recognizing the disruptive and harmful effect of alcohol and drugs on the workplace, Symtech has a strict zero-tolerance policy regarding the use and possession of alcohol, and non-prescribed drugs.

An exception to this zero-tolerance policy includes the consumption of reasonable amounts of alcohol at Symtech-sponsored events. Common sense and appropriate professional behavior should guide employee actions at all times and a failure to adhere to appropriate standards of conduct as judged by Symtech may result in disciplinary action.

In order to promote the safety, health, and productivity of all employees and the general welfare of Symtech, employees are required to comply with the following rules regarding the possession and consumption of drugs and alcohol:

- Employees may not consume, possess, purchase or distribute any alcohol or drugs while on Symtech premises, during normal working hours or while otherwise on duty.
- All employees are required to report to work fit to perform their jobs and, as such no employeewill be allowed to come to work or remain on duty while under the influence of or impaired by any alcohol or any drug.
- Alcohol may be provided at certain Symtech-sponsored events and/or Symtech social gatherings. At such social gatherings, food and non-alcoholic beverages will also be provided. Employees are in no way encouraged to consume alcohol while attending Symtech functions.

- If an employee believes that he or she should not operate a vehicle following a Symtech event the employee should make alternative arrangements for transport. Symtech will assist in this regard including, upon request, providing taxi chits to travel home.

Employees who fail to comply with the above rules may be subject to disciplinary action, up to and including termination of employment.

## 6.2 - Conflict Resolution

Symtech is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which conflicts, complaints, suggestions, or questions receive a timely response from Senior Managers, Managers and Supervisors.

Symtech strives to ensure fair and honest treatment of all employees. Senior Managers, Managers, Supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with Symtech in a reasonable, business-like manner, or for using the conflict resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to make use of the following steps. (The employee may discontinue the procedure at any step.)

1. Employee presents the conflict to immediate Manager or Supervisor after the incident occurs. If the Manager or Supervisor is unavailable or the employee believes it would be inappropriate to contact that person, the



employee may present the problem to the Human Resources Manager or Office Manager or any other member of senior management.

2. The Manager or Supervisor responds to the problem during the discussion or after consulting with appropriate management, when necessary.
3. The employee presents the conflict to the Office Manager or the Human Resources Manager if problem is unresolved.
4. The Human Resources Manager or the Office Manager counsels and advises the employee, assists in clarifying the problem and may help facilitate a meeting between the employee, the Manager or Supervisor, and fellow employee who may be the source of the conflict.
5. Unresolved complaints will be escalated to the CEO who may establish a Review Committee and refer the complaint to the Committee. All matters related to the resolution by the Committee shall remain confidential to the extent practicable and consistent with the decision of the Committee.
6. The Review Committee may, if deemed necessary, appoint an adjudicator to review and investigate the complaint.

Not every conflict can be resolved to everyone's satisfaction but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment and helps to ensure everyone's job security.

Notwithstanding the foregoing, employees who believe they have experienced workplace discrimination or harassment in violation of Symtech's policies should instead use the complaint procedure set forth in such policies.

### **6.3 - Smoking**

In keeping with Symtech's intent to provide a safe and healthful work environment smoking is prohibited throughout the workplace. Smokers are asked to restrict their

smoking to breaks and lunch periods. This policy applies equally to all employees, patrons and visitors.

## **6.4 - Visitors to the Workplace**

To provide for the safety and security of employees and the workspace only authorized visitors are allowed in designated work areas such as the corporate offices and worksites.

Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

Employees are responsible for the conduct and safety of their guests/visitors. If an unauthorized individual is observed in any restricted area, employees should immediately notify their Manager or Supervisor or if necessary, contact appropriate authorities.

## **6.5 - Workplace Violence and Harassment**

Symtech is committed to providing a work environment that is free of discrimination and unlawful harassment. Our organization does not tolerate any type of discrimination or harassment of our employees, including harassment based on characteristics protected by local, state and federal law, such as race, ancestry, color, creed, religion, citizenship, age, sex, sexual orientation, national origin, marital status, family status, genetic information, record of offences (except where otherwise permitted by law), disability, uniformed service (including status as a veteran), protected activity (i.e., opposition to prohibited discrimination or participation in proceedings covered by the anti-discrimination laws) or any other grounds protected by applicable law. This specifically includes, but is not limited to, sexual harassment.

The prohibition against harassment applies to everyone at Symtech. We will not permit our employees to be harassed by Senior Managers, Managers, Supervisors, co-workers or third-parties such as vendors, clients or customers.

Discrimination or harassment of any kind based on any protected characteristic, including sexual harassment, is prohibited, whether committed between a supervisor and subordinate, between co-workers, or between non-employees over whom Symtech may have some control (such as vendors, independent contractors or business associates) and employees. This policy also prohibits harassment and discrimination against any Symtech interns on the bases described herein. Such discrimination or harassment is prohibited whenever employees or interns are engaged in Symtech business activity, whether it occurs in the workplace or at any Symtech-related business activity, whether such business activity occurs on or off Symtech's premises, and also during any company-sponsored/related social function, whether such social function occurs on or off Symtech's premises.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Such conduct constitutes sexual harassment when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

The policy also prohibits conduct that, although perhaps not unwelcomed to those individuals participating in it, may provide an intimidating, hostile or offensive (poisonous) environment for others who observe the conduct.

One way to stop harassment is to let the harasser know that the conduct is offensive to you, that you believe the behavior constitutes harassment, and that you want it to stop. Even if you do not take this step, however, or if you do and the harassing behavior does not immediately cease, it is your responsibility to bring to management's attention promptly any incidents that you believe amount to harassment against you or anyone else.

You must report the harassment in one of two different ways.

1. You can make a report about harassment to the Human Resources Manager or Office Manager.
2. You can make a report about the harassment to the CEO, Senior Manager or Supervisor.

These alternative ways for making a complaint allow you to avoid using the ordinary chain of command and to bypass anyone whom you believe has caused or is responsible for the harassment.

Upon receiving your complaint, the Human Resources Manager, Office Manager or designated third party will conduct a prompt and thorough investigation of your allegations. Information concerning the complaint will be handled with discretion and will be released only to those who are involved with the investigation, or who otherwise have a need to know about the matter.

Any person who, after comprehensive investigation is found to have discriminated against or harassed an employee in violation of Symtech's policies will be subject to appropriate disciplinary action, up to and including immediate termination.

Symtech also strictly prohibits retaliation against anyone who has filed a complaint of harassment. If an employee has made a report of harassment and if the employee believes that they have been retaliated against for this, they should notify the Manager of Human Resources and Office Manager about this as soon as possible.

## **SECTION VII: CONDUCT STANDARDS**

### **7.1 - Attendance and Punctuality**

To maintain a safe and productive work environment Symtech expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness put a burden on other employees and on the organization. If an employee legitimately cannot avoid being late for work or is unable to work as scheduled the employee is required to notify his or her supervisor as soon as possible in advance of the scheduled start time.

Poor attendance and excessive tardiness are disruptive and may, depending on the particular circumstances of the case, lead to disciplinary action up to and including termination of employment.

### **7.2 - Employee Conduct and Work Rules**

To ensure orderly operations and provide the best possible work environment, Symtech expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization.

#### **Code of Business Ethics:**

- Every employee will conduct his or her duties with integrity thereby generating trust and confidence from our members and customers.
- Every employee has an obligation to protect the confidential nature of member and customer and organizational information to which the employee is exposed through his or her position.
- Every employee has the obligation to keep confidential any corporate documents of Symtech that they are exposed to through their position.
- Every employee will promote and respect the cultural diversity of our employees, contract workers, customers and suppliers.

In meeting these responsibilities, Symtech expects management and employees to be free of influential interests and activities that may prevent them from acting in the company's best interest.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action up to and including termination of employment (but is not intended in any way to alter the at will status of employment at Symtech):

- Theft or inappropriate removal or possession of property
- Working under the influence of alcohol or drugs
- Possession, distribution, sale, transfer, or use of drugs in the workplace
- Violation of safety or health rules
- Sexual or other unlawful or unwelcome harassment
- Workplace violence
- Excessive absenteeism or any absence without notice
- Unauthorized disclosure of business "secrets" or confidential information
- Violation of personnel policies
- Unsatisfactory performance or conduct

#### **Conflict of Interest:**

Employees shall not maintain an outside business or financial interest or engage in any outside business or financial activity which conflicts with the interests of Symtech or which interferes with the employee's ability to perform their job responsibilities.

Employees, when acting on behalf of Symtech, must avoid relationships, activities or interests which conflict with the company's interests. This is a condition of employment. Conflicts of interest would include but are not limited

to the following areas when they may have or could appear to have an influence on an employee's business judgment:

- external activities which may give the appearance of not acting in the best interests of Symtech.
- acceptance of gifts or favors which exceed \$100 in value which might influence business judgments. Any acceptance of gifts or favors must be pre-approved by the employee's Manager.
- unauthorized disclosure or use of confidential information relating to Symtech.

Employees may take on additional employment outside Symtech if the arrangement does not interfere with their employment by Symtech, reflects unfavorably on Symtech or result in a real or apparent conflict of interest.

Symtech will not approve external employment that may conflict with the duties assigned to its employees. Examples of conflict are:

- Working at another job during the hours the employee is expected to be working for Symtech.
- Using tools, personal use of company vehicles, supplies, information, facilities or equipment furnished by Symtech without authorization.
- Working for a company currently doing business with or for Symtech *or* likely to do business with Symtech.

Before assuming external employment while continuing to work for Symtech employees are encouraged to discuss these activities with their Vice President, Manager or Chief Executive Officer. Similarly, any employee who presently engages in external business activities or has financial interests in any other business must notify their Manager immediately.

### **7.3 - Personal Appearance**

Employees must wear clothing which is appropriate for their particular workplace and for the nature of the duties that they are required to perform, including the wearing of personal protective clothing.

Each Senior Manager, Manager or Supervisor may develop clothing guidelines which are appropriate for the need of each particular work group and which consider the nature of the workplace and of the service being provided. Since the needs of each work group may differ within the department, each department may have more than one clothing guideline. Each guideline should state the employee group to which it applies. Each Senior Manager, Manager or Supervisor is responsible for ensuring that the guidelines are communicated appropriately to staff.

Failure to comply with the provisions of this policy or a departmental clothing guideline may result in disciplinary action up to and including termination of employment.

## **7.4 - Anti-Bribery and Anti-Corruption**

This Policy is applicable to every employee of Symtech, including senior executives and financial officers, and to members of the Symtech Board of Directors. The reporting requirement of this Policy is also applicable to Symtech's contractors and suppliers.

Corruption is the misuse of public power for private profit or the misuse of entrusted power for private gain. Bribery is the offer, promise, acceptance or payment of cash, gifts, or even excessive entertainment *with a value of \$100 or more* or an inducement of any kind offered or given to a person in a position of trust to influence that person's views or conduct or to obtain an improper advantage. Bribery and corruption can take many forms, including the provision or acceptance of:

- Cash payments;
- Phony jobs or "consulting" relationships;
- Kickbacks;
- Political contributions;
- Charitable contributions;



- Social benefits; or
- Gifts, travel, hospitality, and reimbursement of expenses.

Audits of Symtech sites, operating units, and contractors may be conducted periodically to ensure that the requirements of this Policy and applicable procedures and guidelines are being met. Audits may be conducted internally by Symtech or externally by retained third parties. Audit documentation shall include performance improvement action plans.

Any employee who violates the terms of this Policy will be subject to disciplinary action. Any employee who has direct knowledge of potential violations of this Policy but fails to report such potential violations to Company management will be subject to disciplinary action. Any employee who misleads or hinders investigators inquiring into potential violations of this Policy will be subject to disciplinary action. In all cases, disciplinary action may include termination of employment. Any third-party agent who violates the terms of this Policy, who knows of and fails to report to Symtech management potential violations of this Policy or who misleads investigators making inquiries into potential violations of this Policy may have their contracts re-evaluated or terminated.

## SECTION VIII: SAFETY AND SECURITY

### 8.1 - Health and Safety Policy

Symtech is committed to the protection of all its employees, physical assets and the environment. To achieve this objective, Symtech recognizes and accepts that there can be no compromise with respect to the health and safety of its employees.

In fulfilling this commitment to protect both employees and property, it is the organization's intent to provide and maintain a safe and healthy working environment, as detailed by acceptable industry standards and compliance with legislative requirements.

To this end, Symtech has created a comprehensive Corporate Health and Safety Manual (the "Manual"). The Manual is accessible to all employees, and employees are responsible for reading and retaining a copy. It is a condition of continued employment that all employees comply with the policies and procedures in the Manual at all times. If an employee has any questions with respect to the Manual they are responsible for seeking clarification from their Supervisor or a member of management or Health and Safety representative.

Symtech will strive to eliminate any foreseeable hazards that may result in personal injuries or illnesses. Therefore, it is recognized that management understands and accepts that the health and safety of employees is their responsibility and that safety procedures will be developed, clearly defined and enforced within each Department.

It is also fundamental that all employees recognize and accept that they are responsible for maintaining a safe workplace, minimizing accidents within Symtech work areas and work sites and reporting all unsafe conditions and practices immediately.

Equipment and workspaces will be properly maintained in a safe working condition. All safety equipment and training required by legislation will be made available and used by all employees. Just as importantly, it is necessary that all employees perform their jobs properly in accordance with established safety and operating procedures.

In striving to meet this objective Symtech is committed to a joint and cooperative approach to health and safety in the workplace and welcomes the full involvement of all employees.

## Use of Equipment

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using Symtech property and the equipment of third party providers employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify a Senior Manager, Manager or Supervisor if any equipment, machines or tools appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others. The Senior Manager, Manager and Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

## Implementation

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate Senior Manager, Manager or Supervisor and Health and Safety representative.

Employees who violate safety standards, who cause hazardous or dangerous situations or who fail to report or where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees **must** immediately notify the Chair(s) of the Health and Safety Committee or the appropriate Senior Manager, Manager, Safety Manager or Supervisor. Such reports are necessary to comply with laws and initiate insurance procedures, if needed.

## **8.2 - Security Procedures**

Lost security access fobs/keys should be immediately reported to the Office Manager and IT. Canvassing, soliciting and peddling of any kind in the Symtech's buildings or worksites are prohibited. Please notify the Office Manager immediately if such activities are observed within the building or on any Symtech property or work site.

## **8.3 - Security Cameras**

Symtech is entrusted with the security of confidential customer information in both electronic and hard copy formats. Much of the sensitive information are blue prints and detailed schematics of very specific and critical areas of customer locations and facilities. Symtech and all our employees have a responsibility to maintain the security of this information at all times.

Just as importantly Symtech has a responsibility for the security and safety of our employees. In order to deter any security threat including those identified in our evacuation plan the company has installed security cameras in the public areas of Head Office.

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## **SECTION IX: NON-DISCLOSURE**

### **9.1 - Non-Disclosure of Confidential Information**

The protection of confidential employee, customer, business information and trade secrets (for example, new initiatives and innovations) are vital to the interests and the success of Symtech. As an employee of Symtech, you are required to sign a Confidentiality Agreement as a condition of employment, which forms a part of your Letter of Offer and you will be bound by the terms of Confidentiality Agreement.

Employees who improperly use or disclose employee, customer, trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action even if they do not actually benefit from the disclosed information.

### **9.2 - Speaking to the Media**

The only person authorized to make statements to the media on behalf of Symtech on any aspect of Symtech business is the CEO or his authorized designate. Under no circumstances are other persons authorized to speak on behalf of the organization.

## **DISCLAIMER**

All parts of this document are supplementary to applicable federal, state and local law. In the event of a conflict, the applicable law shall prevail.



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## EMPLOYEE ACKNOWLEDGEMENT FORM

I have read and understand the contents of the Symtech Innovations USA. Employee Handbook and have been supplied with my own copy of the Handbook for my personal reference. THE HANDBOOK DOES NOT CREATE AN ENTITLEMENT TO CONTINUED EMPLOYMENT AT SYMTECH OR CREATE AN EXPRESS OR IMPLIED EMPLOYMENT CONTRACT BETWEEN SYMTECH AND ME.

**Name (print):**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

**Signed:**

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*Please sign and return this page to Human Resources.*