



+1 407-406-0540



6519 Pinecastle Blvd  
Orlando, FL 32809.

www.ariaelectricalstaffing.com

## New Employee Onboarding

First: Melvin omar Middle Initial: M Last: Garcia

Social Security #: 462551240 Date of Birth: 12/19/1998

Address: 3603 missouri ave Apt. #: \_\_\_\_\_  
City: Virginia State: Richmond Zip Code: 23222

County of Residence: County

Primary Phone #: 5735548664 cell home

E-mail: Melvinpicon76@gmail.com

**(This E-Mail Address will be used to send you instructions to view your paystub)**

### Emergency Contact (Required):

Full Name: Jefferson Relationship: Amigo

Phone # to be Reached At: 9124832301 cell home

Tax Form 1099 \_\_\_\_\_ or Form W2 \_\_\_\_\_

## Direct Deposit Information

I Elect to be paid via: \_\_\_\_\_ Direct Deposit \_\_\_\_\_ WEX Rapid Pay Card

Name of Bank: Bank of america Name on Account: Melvin picon

Routing #: 051000017 Account #: 435054827736 Checking \_\_\_\_\_ Savings

Full Net Deposit \_\_\_\_\_ Yes \_\_\_\_\_





**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

Last Name (Family Name) Melvin omar		First Name (Given Name) Garcia		Middle Initial M	Other Last Names Used (if any)	
Address (Street Number and Name) 3603 missouri ave			Apt. Number	City or Town Richmond		State V. A
ZIP Code 23222		Date of Birth (mm/dd/yyyy) 12/19/1998	U.S. Social Security Number 4 6 2 5 5 - 1 2 4 0		Employee's E-mail Address Melvinpicon76@gmail.com	
Employee's Telephone Number 5735548664						

I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following boxes):

<input checked="" type="checkbox"/> 1. A citizen of the United States	
<input type="checkbox"/> 2. A noncitizen national of the United States (See instructions)	
<input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____	
<input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____ Some aliens may write "N/A" in the expiration date field. (See instructions)	
<p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:                      An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____  <b>OR</b>                      2. Form I-94 Admission Number: _____  <b>OR</b>                      3. Foreign Passport Number: _____                      Country of Issuance: _____</p>	
QR Code - Section 1 Do Not Write In This Space	

Signature of Employee 	Today's Date (mm/dd/yyyy) 9/6/2024
--	------------------------------------

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator			Today's Date (mm/dd/yyyy)	
Last Name (Family Name)		First Name (Given Name)		
Address (Street Number and Name)		City or Town	State	ZIP Code

Resident Permanent  
Card or work Permit



Employer Completes Next Page



**LISTS OF ACCEPTABLE DOCUMENTS**

\_\_\_\_\_ I Choose List A

**All documents must be UNEXPIRED**

\_\_\_\_\_ I Choose List B & C

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

LIST A Documents that Establish Both Identity and Employment Authorization	OR	LIST B Documents that Establish Identity	AND	LIST C Documents that Establish Employment Authorization
1. U.S. Passport or U.S. Passport Card	OR	1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address	AND	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card		4. Native American tribal document
5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status: <b>a.</b> Foreign passport; and <b>b.</b> Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record		5. U.S. Citizen ID Card (Form I-197)
		6. Military dependent's ID card		6. Identification Card for Use of Resident Citizen in the United States (Form I-179)
		7. U.S. Coast Guard Merchant Mariner Card		7. Employment authorization document issued by the Department of Homeland Security
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		<b>For persons under age 18 who are unable to present a document listed above:</b>		
		10. School record or report card		
		11. Clinic, doctor, or hospital record		
	12. Day-care or nursery school record			

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

Social Security





+1 407-406-0540

6519 Pinecastle Blvd  
Orlando, FL 32809.

www.ariaelectricalstaffing.com



## ARIA SERVICE ADMINISTRATION Time Collection Process

**ARIA'S work week is Monday-Sunday and pays every Friday.\***

Each employee is paid on Friday, for the previous week's hours.

I understand I am required to submit a completed timecard (accurately) showing the job(s), date(s), times & breaks I take during my work week and finalizing it by getting it approved/signed off on by my supervisor/foreman. It is my responsibility to submit my timecard no later than Noon on Monday by using one of the methods below.

E-mail a clear picture (showing my entire timecard) to [info@ariaelectricalstaffing.com](mailto:info@ariaelectricalstaffing.com)

If the contractor I'm working for submits time to the office on my behalf, it is still my responsibility to turn in a timecard showing the hours I worked.

If I fail to do this and the time reported by the contractor is incorrect, I understand I will not be paid for the missed/incorrect hours until the following paycheck.

DocuSigned by:  
Melvin Garcia  
966C977352AA43E...

9/6/2024

Employee Signature

Date

ARIA utilizes the payroll services of  paycom®

We do not mail out check stubs, but instead give you full access to view/change your personal information via the PayCom app. Before your first paycheck, you will receive personal login instructions from PayCom to setup your account. It is always recommended to have this set-up before your first paycheck. This e-mail should be sent to you by Tuesday or Wednesday of your 0<sup>nd</sup> work week. **To ensure proper delivery, please add [systemmessage@paycomonline.com](mailto:systemmessage@paycomonline.com) to your safe senders list, and check your spam periodically if you haven't received your login credentials.**

\* Some contractors may have special work weeks, so please be sure to clarify this with your recruiter.



+1 407-406-0540



6519 Pinecastle Blvd  
Orlando, FL 32809

www.ariaelectricalstaffing.com

### RELEASE OF CRIMINAL RECORD/BACKGROUND CHECK

I, the undersigned, do hereby authorize ARIA to examine any and all criminal records and arrests on file, or background checks, in the counties in the State of Indiana or any other state.

DocuSigned by:  
Melvin Garcia  
066C977352AA43E

9/6/2024

**Employee Signature**

**Date of Release**

Printed Name: Melvin omar garcia

Driver's License or ID Card Number: 078-935-888

State of Issuance: virginia Social Security #: 462-55-1240

Street Address: 3603 missouri ave Apt #: \_\_\_\_\_ City:

Richmond State: V.A Zip Code: 23222

### DRUG TEST AUTHORIZATION

I hereby authorize and give full permission to have ARIA and/or their medical company physician send a specimen of my urine and/or blood to a laboratory for screening test using Substance Abuse & Mental Health Services Administration ([www.samhsa.gov](http://www.samhsa.gov)) standards for the presence of illegal drugs, alcohol, or prescription medication taken without a prescription.

DocuSigned by:  
Melvin Garcia  
066C977352AA43E

9/6/2024

**Employee Signature**

**Date**

## **Policy Against Harassment**

ARIA is committed to providing a work environment in which its employees are treated with courtesy, respect, and dignity. ARIA promotes a respectful workplace that is free from unlawful discrimination and harassment. ARIA promotes a productive work environment and does not tolerate verbal, non-verbal, or physical conduct that harasses, disrupts, or interferes with an employee's work performance or that creates an intimidating, offensive, or hostile work environment. Harassment of applicants or employees on the basis of race, sex, color, age, national origin, disability, religion, sexual orientation, gender identity or expression, genetic information, citizenship status, or any other characteristic protected by law (collectively referred to as "Protected Characteristics") is unacceptable and will not be tolerated. Violation of this policy may result in discipline, up to and including immediate discharge.

### **Prohibited Harassment**

This policy prohibits harassment of any employee by any person working for ARIA (including any officer, manager, supervisor, employee, or independent contractor) or by any customer or other third party. Prohibited harassment is any unwelcome verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward a person on the basis of any of the Protected Characteristics. Harassment becomes unlawful and in violation of this policy where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

ARIA recognizes that a determination of whether conduct constitutes unlawful harassment is determined by many factors, including whether the conduct was unwelcome or offensive to the person who experienced it. Any of the following may constitute unacceptable conduct prohibited by this policy:

1. Threats of physical violence or harm or displaying items that imply such a threat;
2. Slurs, epithets, negative stereotyping, humiliating and derogatory jokes or comments about or concerning any of the Protected Characteristics;
3. Displaying or distributing in the workplace in any way (including electronically) any written or graphic material that defames or shows hostility or aversion toward an individual or group because of any of the Protected Characteristics;
4. Conduct based on any of the Protected Characteristics that creates or is intended to create an intimidating, hostile, or offensive working environment;
  1. Conduct based on any of the Protected Characteristics that interferes or is intended to interfere with a person's work performance, or otherwise adversely affects a person's employment opportunities; or
  2. Any of the conduct listed below in the discussion of sexual harassment.

### **Prohibited Sexual Harassment**

This policy also prohibits sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature,

whenever: (a) submission to the conduct is either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct by an individual is either explicitly or implicitly used as the basis for employment decisions affecting such individual; or (c) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include, but is not limited to:

1. Sexual advances, demands, or requests for sexual favors, comments containing sexual language, references with sexual innuendo or implications, and obscene gestures;
2. Off-color or sexually suggestive, sexist, or risqué kidding, teasing, jokes, items, songs, personal stories or accounts, or pictures;
3. Repeated unwelcome sexual flirtations, advances, or propositions;
4. Questioning others about personal matters of a sexual nature, including the nature, existence, or details of relationships with spouses or significant others, sexual preferences, or history;
5. Continued or repeated verbal abuse of a sexual nature;
6. Graphic or degrading comments about an individual or his or her appearance;
3. Display of sexually suggestive objects or pictures;
4. Sexually suggestive written, recorded, or electronically transmitted messages;
5. Subtle pressure for sexual activity; or
6. Non-consensual physical touching, including rubbing, hugging, stroking, kissing, or grabbing any part of someone else's body or personal items on their body or any type of blocking movement.

### Procedures

If an employee believes that he or she has experienced conduct in violation of this policy, the employee is encouraged to make it clear to the individual that the conduct is offensive and unwelcome and must stop immediately. If it is uncomfortable or not practical for the employee to confront the individual, the employee must immediately proceed to the procedures set forth below:

1. Any employee who believes that he or she has been harassed in violation of this policy, or who has witnessed such harassment, or has reason to believe any such harassment has occurred, **must** immediately report the conduct to: (a) that employee's direct supervisor/manager; (b) Human Resources; (c) Company Compliance Officers; or (d) any member of ARIA Management. The employee must report the matter to at least one of these individuals and may report to any or all of them. If the employee is not satisfied with the results or response, the employee should contact ARIA's President.

2. Any employee with managerial or supervisory responsibility who witnesses or is otherwise aware of possible harassment (including any complaint under this policy) **must** report the conduct immediately to that employee's supervisor/manager or Human Resources.
3. ARIA will conduct a prompt and thorough investigation of the matter, by a qualified individual, that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation will be documented and tracked for reasonable progress. Confidentiality will be maintained to the maximum extent possible, consistent with the need to investigate the complaint.
4. The complainant is expected to provide information that ARIA requests, including a detailed account of the incident(s), any witnesses, dates, and other information considered relevant by ARIA. All employees – whether complainant, witness, or accused – are required to be truthful, accurate, and cooperative during ARIA's investigation.
5. Anyone who is found to have engaged in prohibited harassment will be subject to appropriate discipline, up to and including termination of employment. No one should be presumed to be in violation of this policy because an investigation is being conducted.
6. ARIA will not retaliate against any employee for filing a complaint, or participating in the investigation, in good faith, and will not tolerate or permit unlawful retaliation.

Any employee who believes that he or she has been subjected to adverse employment or other action because of actions relating to reporting possible misconduct by or affecting ARIA **must** report that belief immediately to their supervisor or Human Resources.

**RECEIPT AND ACKNOWLEDGMENT OF  
ARIA'S POLICY AGAINST HARASSMENT**

- I have received and read a copy of ARIA's Policy Against Harassment, and I was given the opportunity to ask any questions about the policy.
- I understand and agree that compliance with the Policy Against Harassment is a term and condition of my employment with ARIA.
- My signature below represents that I have read and understand the Policy Against Harassment.

DocuSigned by:  
Melvin Garcia  
066C077362AA42E

---

Employee's Signature

9/6/2024

---

Date

## Receipt & Acknowledgement of Employee Handbook/Manual

The employee handbook is an important document intended to help employees become acquainted with ARIA. Please read the following statements and sign below to indicate your receipt and acknowledgement of the ARIA employee handbook.

- I have received and read a copy of the ARIA employee handbook, and I have had an opportunity to ask questions. I understand that the policies, rules, and benefits described in it (other than the at-will policy) are subject to change at the sole discretion of ARIA at any time. I understand that the handbook replaces all other previous employee handbooks for ARIA as of MAY 01, 2019.
- I understand and agree that it is my responsibility to familiarize myself with the policies and procedures contained in the handbook. Further, I understand and agree that compliance with the employee handbook and each of its policies is a term and condition of my continued employment.
- I further understand that my employment is terminable at-will, either by myself or by ARIA, with or without cause, regardless of the length of my employment. I understand that no contract of employment has been expressed or implied, and that no circumstances arising out of my employment will alter my at-will employment relationship unless expressed in writing, with the understanding specifically set forth and signed by the proper representative of ARIA and me.
- I understand that, should the content be changed in any way, ARIA may require an additional signature from me to indicate that I am aware of and understand any new policies.

Melvin Omar Garcia

\_\_\_\_\_  
Employee's Printed Name

DocuSigned by:  
Melvin Garcia  
066C077362AA43E

\_\_\_\_\_  
Employee's Signature

9/6/2024

\_\_\_\_\_  
Date



+1 407-406-0540

6519 Pinecastle Blvd  
Orlando, FL 32809.

www.ariaelectricalstaffing.com



## **CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT-ARIA Field Employee**

This Confidentiality and Restrictive Covenant Agreement ("Agreement") is entered into as of 9/6/2024 (the "Effective Date"), by and between ARIA SERVICE ADMINISTRATION, LLC. d/b/a ARIA ("Company"), and Melvin Omar Garcia ("Employee").

1. **Employment.** At all times, Employee's employment with Company is at-will and may be terminated by either party at any time and for any reason or no reason at all. Employee hereby agrees to the terms and conditions of this Agreement in exchange for his/her [continued] employment on an at-will basis.

2. **Company Property.** Nothing contained in this Agreement shall be construed as giving Employee any proprietary interest in the tangible or intangible assets of Company. Upon the termination of Employee's employment with Company, Employee shall promptly deliver to Company (without keeping copies thereof) all Company property, including, without limitation, all written records, software, hardware, credit cards, keys, computer access codes or disks, financial information, charts, files, business plans, correspondence, manuals, notes, reports, programs, proposals, and any documents containing Confidential Information (as defined in Paragraph 3), concerning the practices and processes used by Company.

3. **Non-Disclosure of Confidential Information.** In connection with Employee's employment with Company, Employee will receive oral and written information in confidence relating to Company, which information is or is deemed to be Confidential Information (as defined herein) and the sole and exclusive property of Company. For purposes of this Agreement, "Confidential Information" means information that Company owns or possesses, that it uses or is potentially useful in its business, that it treats as proprietary, private, or confidential, and that is not generally known to the public, including, but not limited to, trade secrets (as defined by state or federal law), compensation data, computer processes, computer programs and codes, customer lists, customer preferences, financial information, labor relations strategies, marketing strategies, new materials research, projects and proposals, production processes, research and development strategies, scientific data, scientific formulae, scientific prototypes, technological data, technological prototypes, inventions, improvements, discoveries, R&D data, reports, methods, information relating to Company's customers and potential customers, customer contacts, business plans, financial condition, operating and other costs, pricing, plans for services, any procedure, discovery, formula, data, results, idea, or technique; any trade dress, copyright, patent, or other intellectual property right or registration or application therefor or materials relating thereto; and any information relating to the foregoing or to any development, marketing, service, financing, legal, or other business activities or to any present or future products, services, prices, plans, forecasts, employees, consultants, or customers; whether in oral, written, graphic, or electronic form, and any other information which derives independent economic value, either actual or potential. Information supplied to an employee from outside sources and/or third parties will also be considered Confidential Information unless and until Company designates it otherwise.

Employee agrees to use Confidential Information solely in the course of Employee's duties with Company and in furtherance of Company's business. Employee hereby further agrees that the above-referenced information will be kept confidential at all times during Employee's employment with Company and thereafter, that Employee will not disclose or communicate to any third party any of the Confidential Information, and that Employee will not make use of the Confidential Information on Employee's own

4. Prohibition on Soliciting Company Employees. Employee agrees that during Employee's employment with Company, and for a period of six (6) months from the termination of Employee's employment with Company, for whatever reason, Employee shall not, without the prior written consent of Company, directly or indirectly, for Employee or on behalf of any other person, entity, or vendor: Employ, solicit, contact, or communicate with, for the purpose of hiring, employing, or engaging, any individual who is an employee, agent, or independent contractor of Company, or who has been, within the six (6) month period immediately preceding the termination of Employee's employment with Company.

Employee acknowledges that Company has a legitimate business interest justifying this restriction and that such restriction is reasonably necessary to protect such legitimate business interests. Accordingly, this Paragraph 4 shall be enforced to the maximum extent allowed by law.

5. Non-Disparagement. Employee agrees that Employee will not make any statement now, or at any time in the future, to representatives of any media, Company customers, Company potential customers, or any other person or entity that is disparaging of Company's reputation or the character or competence of any director, officer, executive, or agent of Company.

6. Breach of Agreement. Employee acknowledges that any breach of this Agreement by Employee may cause irreparable damage to Company and that the legal remedies available to Company will be inadequate. Therefore, in the event of any threatened or actual breach of this Agreement by Employee, Employee agrees that Company shall be entitled to specific enforcement of this Agreement through injunctive or other equitable relief, in addition to legal remedies. If Employee is found, by a court of competent jurisdiction, to have breached any of the terms of this Agreement, Employee agrees to pay Company its reasonable attorneys' fees and costs incurred in seeking relief from Employee's breach, in addition to any other relief allowed by law. Further, the restricted periods of time in Paragraph 4 of this Agreement shall be extended by one additional day for each day a court of competent jurisdiction finds Employee to have been in breach of Paragraph 4 of this Agreement.

7. Notice of Immunity under the Defend Trade Secrets Act of 2016. Notwithstanding any other provision of this Agreement:

a. Employee will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that: (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed under seal in a lawsuit or other proceeding.

b. If Employee files a lawsuit for retaliation by Company for reporting a suspected violation of law, Employee may disclose Company's trade secrets to Employee's attorney and use the trade secret information in the court proceeding if Employee: (i) files any document containing trade secrets under seal; and (ii) does not disclose trade secrets, except pursuant to court order.

8. Miscellaneous. This Agreement sets out the entire agreement of the parties with respect to the subject matter contained herein. Any prior agreement, whether oral or in writing, shall be null and void. This Agreement may be amended only by the written agreement of both parties hereto.

This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Indiana, without respect to any conflict of law provisions. Company and Employee agree that any dispute or controversy arising out of, relating to, or in connection with this Agreement shall be venued in, and the parties hereby consent to the exclusive jurisdiction of, the courts (whether federal or state) in Marion County, Indiana.

If any provision hereof should be void or unenforceable, or should be declared void or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and they shall remain binding upon the parties. This Agreement is personal in nature and may not be assigned by Employee. Company hereby reserves the right to assign such contract without the written agreement of Employee.

No act or omission by Company shall be deemed a waiver by Company of any of Company's rights under this Agreement. Employee acknowledges that every situation is unique, and Company may need to respond to the actions of one employee differently than to the actions of another employee. Therefore, the failure of Company to enforce the same, similar, or different restrictions against another employee, or to seek a different remedy, shall not be construed as a waiver or estoppel to the enforcement of any restrictions against Employee.

Employee shall provide a copy of this Agreement to any individual or entity that employs, engages, or attempts to employ or engage Employee during the restricted periods of time set forth in Paragraph 4 of this Agreement.

This Agreement may be executed in counterparts.

**The parties hereby represent that they have carefully read and reviewed the foregoing Agreement, acknowledged its contents, and agreed to be bound by the terms and conditions set forth above. The parties acknowledge that they have voluntarily entered into this Agreement as of the day and year herein set forth.**

ARIA SERVICE ADMINISTRATION LLC  
d/b/a (ARIA)

Employee

By:

DocuSigned by:  
Melvin Garcia  
986C977352AA43E...

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

GIAMBERTO URDANETA / PRESIDENT

Melvin Omar

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Printed Name

9/6/2024

9/6/2024

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ARIA SERVICE ADMINISTRATION LLC



**ARIA SERVICE ADMINISTRATION EMPLOYEE HANDBOOK**  
**MANUAL**

## **HIRING/ NATURE OF EMPLOYMENT**

### ***a) INTRODUCTION***

Welcome to Aria Electrical Staffing. Congratulations on becoming a member of our team. Aria Electrical Staffing hopes our relationship with you will be gratifying and rewarding. As your employer, we have made a commitment to provide you with safe working conditions, competitive wages, excellent benefits, and opportunities for advancement. By delivering this commitment, Aria Electrical Staffing will continue to be your choice of employer for many years to come. Together we can strive to make this an enjoyable place to work.

This handbook has been prepared to provide you with general information about some of your benefits and will highlight some of the rules and policies under which Aria operates. It is obvious that not every policy, rule, or benefit can be explained in detail in this handbook. This handbook is a guide to be considered as no more than a general summary.

From time to time, Aria may unilaterally and in its discretion amend, supplement, modify, or eliminate one or more of the benefits, work rules and/or policies described without prior notice.

While this guide sets forth some of the benefits, work rules, and policies, it should not be construed as a guarantee that your employment will continue for any specific period of time or end under certain conditions. This handbook is not an employment contract and does not create contractual obligations of any kind. Aria is an at-will employer. Though we hope that your employment at Aria will be rewarding, both you and the company, reserve the right to terminate the employment relationship for any reason, with or without cause at any time. This employment-at-will policy cannot be changed, revised, or eliminated unless expressed in writing with the terms specifically set forth and signed by the proper representative of Aria and you. Nothing in this guide should be considered as altering the employment-at-will relationship between you and Aria.

Please read this guide thoroughly and familiarize yourself with its contents. If you have any questions or comments regarding the content of this guide or its interpretation, please contact Aria Management of Human Resources ("HR").

***b) ARIA CORE VALUES***

Aria strives to be a leader in the staffing and recruiting industry by offering unparalleled resources to its employees and going above and beyond to make sure our employees are well taken care of. We are committed to maintaining an environment focused on professional policies & procedures manual development and longevity for our employees, while maintaining the partnerships with clients to allow endless job opportunities. Aria core values are below.

- Fiercely protective of the Aria Family
  - Taking an active role in ensuring your safety.
  - Empowering our team to make safety a priority.
  - Advocating for the use of latest OSHA procedures.
- More than a voice behind a call
  - Boot on the ground, standing side by side with you.
  - Willing to go the extra mile to understand your needs.
  - Understanding the value that face-to-face interactions add.
- Deep rooted partnerships
  - Treating our clients' goals as our own.
  - Operating with honesty and transparency.
  - Addressing issues swiftly and completely.
- A will to win
  - Persevering in the face of adversity.
  - Maintaining high expectations for the entire team.
  - Continuing to learn and improve our craft.

***HIRING POLICIES***

- Aria hires applicants based solely on merit. We don't discriminate on the basis of race, sex, color, age, national origin, disability, religion, sexual orientation, gender identity or expression, genetic information, citizenship status, or any other characteristic protected by law.
- No employee is required to pay dues to any labor organizations to become an employee of Aria.
- All Aria employees must possess a valid driver's license and reliable transportation to be considered for employment.
- Aria accepts job applications only when we know that there are jobs available and we intend to fill the position(s). When openings become available, we reserve the right to review applications already on file prior to hiring.

- Aria does not accept group applications, photocopied forms. We hire based on personal contact with individuals so we can make sound business decisions in having the most qualified employees.
- Any applicant who falsifies or omits information on the Pre-Screen Phone Interview, Application and/or the Final Interview will be disqualified from being hired. If the employee has been hired before the falsification or omission is discovered, he or she will be subject to termination upon discovery.
- Aria bases its hiring decisions on a variety of factors including skills, ability to perform the essential functions of the job, prior employment references, as to character, attitude, willingness to work, offered base pay, and personal interviews.
- Aria employees may hold outside jobs so long as they can satisfactorily perform their Aria job and there is no interference with our scheduling demands.
- Upon employment, all employees must sign and will have received a copy of the Policy and Procedures Manual and Job Description of position being hired for. Refusal to sign any of these documents will result in immediate disqualification from Aria.

#### ***d) OFFER OF EMPLOYMENT***

At Aria, we want to ensure a successful career. We want to share a mutual goal of enhancing your career to become more valuable to yourself and as a member of the Aria family. With this goal in mind, the combination of you and your supervisor will map out a path that will include specific goals, to ensure that you get where you want to be. That said, your at-will status does not change during or after completion of these benchmarks.

#### ***e) EQUAL EMPLOYMENT OPPORTUNITY COMPANY***

Aria is an equal employment opportunity employer. In order to provide equal employment and advancement opportunities to all individuals, all employment decisions at Aria will be based on merit, qualifications, abilities, and without regard to person's race, sex, color, age, national origin, disability, religion, sexual orientation, gender identity or expression, genetic information, citizenship status, or any other characteristic protected by law. Aria strictly forbids retaliation against a person who files a charge of discrimination, participates in discrimination proceeding, or otherwise opposes an unlawful employment practice.

Aria is committed to ensuring equal opportunity in employment for qualified persons with disabilities in accordance with the federal Americans with Disabilities Act and applicable state and local laws. Aria will make reasonable accommodations to the known physical or mental limitations of any otherwise qualified applicant or employee with a disability, unless the accommodation will result in undue hardship to Aria. Any employee who believes he or she may require an accommodation in order to perform the essential functions of his or her job should inform Aria Management or HR and request such accommodation.

If you have a question or concern about any type of discrimination or retaliation in the workplace, immediately bring the issue to the attention of Aria Management or Human Resources. At Aria, be assured that you can raise concerns and make reports without fear of reprisal. Further, anyone found to be engaging in any type of unlawful discrimination or retaliation will be subject to disciplinary action, up to and including termination of employment.

**Immigration Law Compliance:**

Aria is committed to employing only individuals who are legally authorized to work in the United States. We do not unlawfully discriminate on the basis of citizenship or national origin.

In order for us to comply with the Immigration Reform and Control Act of 1986, all new employees as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and provide documentation that establishes their identity and eligibility for employment. Former employees who are subsequently rehired must also complete and provide appropriate documentation if 1) they have not completed an I-9 with Aria within the past three years, or 2) their previous I-9 is no longer valid or was not retained.

If you have questions or want more information on immigration law issues, you are encouraged to contact Aria Management or HR. At Aria you can raise questions or complaints about immigration law compliance without fear of reprisal.

***f) EMPLOYMENT APPLICATIONS***

Aria relies on the accuracy of the information provided on the employment application, as well as the accuracy of other data presented during the hiring process and employment. If there are any misrepresentations, falsifications, or material omissions in any of this information we

**ARIA SERVICE ADMINISTRATION LLC**

may exclude that applicant from further consideration. If the person was already hired, it could result in termination of employment.

**Employee Relations:**

We believe that the work conditions, wages, and benefits we offer to Aria employees are competitive with those offered by other employers in this area and in this industry. If you have concerns about work conditions or compensation, you are strongly encouraged to voice these concerns openly and directly with Aria Management or Human Resources.

Our experience has shown that when employees deal openly and directly with management, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Aria amply demonstrates its commitment to employees by responding effectively to employee concerns.

If employees want to investigate the option of representation by individuals outside Aria, we strongly encourage that you carefully consider all sides, including related issues such as regular deductions or representation fees from your paycheck, the potential for outside interference with supervisory relationships, and the commitment for your to comply with third party-initiated directions.

Because we want to maintain direct employer/employee communications, we will oppose organization, within the limits of the law, and protect your right to speak for yourself.

**Outside Employment:**

Aria employees may hold outside jobs so long as they can satisfactorily perform their Aria job and there is no interference with our scheduling demands.

All employees will be held to the same standards of performance and scheduling expectations, regardless of any outside job. If we determine that outside work is impacting your performance or the ability to meet our requirements, which may change over time, you will be asked to terminate the outside job in order to stay employed at Aria or we may even terminate your employment at Aria.

We prohibit outside employment that constitutes conflict of interest. Further, you may not receive an income or material gain from individuals outside Aria for materials produced or services rendered while performing your job for Aria.

If a contractor, that has a contractual agreement with Aria, offers any current Aria employee side work, it is the employee's responsibility to notify Aria management immediately.

***g) CONFLICTS OF INTEREST***

As an employee of Aria, you have the obligation to avoid engaging in activities that are incompatible with the impartial and objective performance of your duties and to conduct business within guidelines that prohibit

**ARIA SERVICE ADMINISTRATION LLC**

actual or potential conflicts of interest. Because a conflict of interest can be difficult to define, this policy covers a wide range of activities, circumstances, and relationships that could be adverse to the Company's interests. In this policy, Aria is established the framework within which we operate. These guidelines are intended to provide a general direction so that you can get further clarification on areas that affect you. For more information or questions on conflict of interest, contact Aria Management or HR.

Aria does not seek to interfere with the off-duty conduct of its employees. However, there are certain types of off-duty conduct that may interfere with Aria's legitimate business interests. For that reason, you are expected to conduct your personal affairs in a manner that does not adversely affect Aria's or your own credibility and integrity. Off-duty conduct that adversely affects Aria's legitimate business interests or your ability to perform your job will not be tolerated.

While employed by Aria, all employees are expected to devote energies, efforts, and loyalty to Aria. Due to the importance of this requirement, all employees must avoid activities or relationships that conflict with Aria's legitimate business interests. Furthermore, Aria strictly prohibits any outside employment, relationships, or other activities that create any actual, potential, or apparent conflict of interest.

The types of activities and relationships employees must avoid during Aria employment include, but are not limited to:

- Accepting or soliciting a gift, favor, or service that is intended to, or might appear to influence the employee's decision making or professional conduct;
- Accepting, agreeing to accept, or soliciting money or other tangible or intangible benefits in exchange for the employee's favorable decisions or actions in the performance of his or her job;
- Accepting employment or compensation or engaging in any business or professional activity that could result in disclosure of Aria's Confidential Information or that is competitive with Aria
- Accepting employment or compensation that could reasonably be expected to impair the individual's independent judgment in the performance of Aria duties;
- Using any assets or resources of Aria for personal gain or advantage; and
- Making personal investments that are contrary to Aria's interests.

You must disclose actual or potential conflicts of interests to Aria Management as soon as you become aware of them. By alerting us to the existence of any

**ARIA SERVICE ADMINISTRATION LLC**

actual or even a potential conflict of interest, we can establish safeguards to protect all parties. Questions regarding whether particular conduct or a particular relationship might create a conflict of interest with Aria should be directed to Aria Management.

***h) NON DISCLOSURE OF CONFIDENTIAL INFORMATION***

Aria's business involves recruiting, staffing, and talent placement in various industries including, but not limited to, construction, manufacturing, supply chain, engineering, and professional services. In connection with your employment, you will receive oral and written information in confidence relating to Aria, which information is or is deemed to be Confidential Information (as defined herein), and the sole and exclusive property of Aria. It is vital to the legitimate business interests and success of Aria that we protect our Confidential Information and trade secrets. For purposes of the handbook, "Confidential Information" means information that Aria owns or possesses, that it uses or is potentially useful in its business, that it treats as proprietary, private, or confidential, and that is not generally known to the public, including but not limited to, trade secrets (as defined by applicable state and federal trade secret laws), compensation data, computer processes, computer programs and codes, customer lists, customer preferences, financial information, labor relations strategies, marketing strategies, new materials research, projects and proposals, production processes, research and development strategies, scientific data, scientific formulae, scientific prototypes, technological data, technological prototypes, inventions, improvements, discoveries, R&D data, reports, methods, information relating to Aria's customers and potential customers, customer contacts, business plans, financial condition, operating and other costs, pricing, plans for services, and procedure, discovery, formula, data, results, idea, or technique; any trade dress, copyright, patent, or other intellectual property right or registration or application therefor or materials relating thereto; and any information relating to the foregoing or to any development, marketing, servicing, financing, legal, or other business activities or to any present or future products, services, prices, plans, forecasts, employees, consultants, or customers; whether in oral, written, graphic, or electronic form, and any other information which derives independent economic value, either actual or potential. Information supplied to an employee from outside sources and/or third parties will also be considered Confidential Information unless and until Aria designates it otherwise.

Employees may not use or disclose this Confidential Information except as specifically authorized by Aria and only for the sole purpose of advancing Aria's interests. Any use of this Confidential Information for personal gain, to diminish the competitive advantage of Aria, or to embarrass or otherwise harm a fellow Aria employee or Aria customer is strictly prohibited.

**ARIA SERVICE ADMINISTRATION LLC**

All inventions, trade secrets, improvements, discoveries, R&D data, reports, patents, trademarks, methods, etc. developed by an employee while employed by Aria remain as the sole property of Aria. Based on position within the Company, employees may be required to sign a confidentiality and restrictive covenant agreement and/or other employment-related agreements which may be job specific. These agreements may be a condition of employment or for continued employment.

Upon termination of employment (voluntary or involuntary), an employee shall not retain, transfer, or remove from Aria any Confidential Information. All Confidential Information in the possession, custody, or control of the terminated employee must be returned to the employee's immediate supervisor/manager before the terminated employee leaves Aria.

Aria requires all its employees to abide by any lawful confidentiality and/or non-disclosure agreements that they may have signed while employed at organizations with competing interests to those of Aria.

***i) DISABILITY ACCOMMODATION***

Aria is committed to complying fully with the Americans with Disabilities Act (ADA) and, applicable state and local laws and ensuring equal opportunity in employment for qualified persons with disabilities.

All employment practices and activities are conducted on a non-discriminatory basis. Our hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. When requested, we will make job applications available in alternative, accessible formats, as well as provide assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the essential duties of the position.

We require post-offer medical examinations only for positions that have bona fide job-related physicals requirements. An examination will be given to any person who enters the position but only after being given a conditional job offer. Medical records are kept separate and confidential.

Aria will make reasonable accommodations to the known physical or mental limitations of any otherwise qualified applicant or employee with a disability, unless the accommodation will result in undue hardship to Aria. Any employee who believes he or she may require an accommodation in order to perform the essential functions of his or her job should inform Aria Management of Human Resources and request such an accommodation.

Aria does not discriminate against any employee or applicant because the person is associated with a person with a disability.

This policy is neither exhaustive nor exclusive. Aria is committed to taking all other actions necessary to ensure equal employment opportunity for persons

**ARIA SERVICE ADMINISTRATION LLC**

with disabilities in accordance with the ADA and all other applicable federal state, and local laws.

***j) LIFE THREATENING ILLNESSES IN THE WORKPLACE***

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Aria supports these endeavors so long as employees are able to perform the essential functions of their jobs. As set forth above, we will make reasonable accommodations to the known physical or mental limitations of any otherwise qualified applicant or employee with a disability, unless the accommodation will result in undue hardship to Aria.

Medical information on individual employees is treated confidentially. Aria will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination or employment.

If you have a question or concern about life-threatening illnesses, we encourage you to contact Aria Management or HR for information and referral to appropriate services and resources.

***k) POLICY AGAINST HARASSMENT***

*General Statement*

Aria is committed to providing a work environment in which its employees are treated with courtesy, respect, and dignity. Aria promotes a respectful workplace that is free from unlawful discrimination and harassment. Aria promotes a productive work environment and does not tolerate verbal, non-verbal, or physical conduct that harasses, disrupts, or interferes with an employee's work performance or that creates an intimidating, offensive, or hostile work environment. Harassment of applicants or employees on the basis of race, sex, color, age, national origin, disability, religion, sexual orientation, gender identity or expression, genetic information, citizenship status, or any other characteristic protected by law (collectively referred to as "Protected Characteristics") is unacceptable and will not be tolerated. Violation of this policy may result in discipline up to and including immediate discharge.

### Prohibited Harassment

This policy prohibits harassment of any employee by any person working of Aria (including any officer, manager, supervisor, employee, or independent contractor) or by any customer or other third party. Prohibited harassment is any unwelcome verbal, non-verbal, or physical conduct that denigrates or shows hostility or aversion toward a person on the basis of any of the Protected Characteristics. Harassment becomes unlawful and in violation of this policy where (1) enduring the offensive conduct becomes a condition of continued employment; or the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Aria recognizes that a determination of whether conduct constitutes unlawful harassment is determined by many factors, including whether the conduct was unwelcome or offensive to the person who experienced it. Any of the following may constitute as unacceptable conduct prohibited by this policy:

- Threats of physical violence or harm or displaying items that imply such a threat;
- Slurs, epithets, negative stereotyping, humiliating and derogatory jokes or comments about or concerning any of the Protected Characteristics;
- Displaying or distributing in the workplace in any way (including electronically) any written or graphic material that defames or shows hostility or aversion toward an individual or group because of any of the Protected Characteristics;
- Conduct based on any of the Protected Characteristics that interferes or is intended to interfere with a person's work performance, or otherwise adversely affects a person's employment opportunities; or
- Any of the conduct listed below in the discussion of sexual harassment.

### Prohibited Sexual Harassment

This policy also prohibits sexual harassment. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature, whenever: (a) submission to the conduct is either an explicit or implicit term or condition of employment; (b) submission to or rejection of such conduct by an individual is either explicitly or implicitly used as the basis for employment decisions affecting such individual; or (c) the conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include, but is not limited to:

- Sexual advances, demands, or requests for sexual favors, comments containing sexual language, references with sexual innuendo or implications, and obscene gestures; Off-color or sexually suggestive, sexist, or risqué kidding, teasing, jokes, items, songs, personal stories or accounts, or pictures.

- Repeated unwelcome sexual flirtations, advances, or propositions;
- Questioning others about personal matters of a sexual nature, including the nature, existence, or details or relationships with spouses or significant others, sexual preferences, or history;
- Continued or repeated verbal abuse of a sexual nature;
- Graphic or degrading comments about an individual or his or her appearance;
- Display of sexually suggestive objects or pictures;
- Sexually suggestive written, recorded, or electronically transmitted messages;
- Subtle pressure for sexual activity; or
- Non-consensual physical touching, including rubbing, hugging, stroking, kissing, or grabbing any part of someone else's body or personal items on their body or any type of blocking movement.

### Procedures

If an employee believes that he or she has experienced conduct in violation of this policy, the employee is encouraged to make it clear to the individual that the conduct is offensive and unwelcome and must stop immediately. If it is uncomfortable or not practical for the employee to confront the individual, the employee must immediately proceed to the procedures set forth below:

- Any employee who believes that he or she has been harassed in violation of this policy, or who has witnessed such harassment, or has reason to believe any such harassment has occurred, **must** immediately report the conduct to: (a) that employee's direct supervisor/manager; or (b) any member of Aria Management. The employee must report the matter to at least one of these individuals and may report to any or all of them. If the employee is not satisfied with the results or response, the employee should contact Aria's President.
- Any employee with managerial or supervisory responsibility who witnesses or is otherwise aware of possible harassment (including any complaint under this policy) **must** report the conduct immediately to that employee's supervisor/manager or any member of Aria Management.
- Aria will conduct a prompt and thorough investigation of the matter, by a qualified individual, that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. The investigation will be documented and tracked for reasonable progress. Confidentiality will be maintained to the maximum extent possible, consistent with the need to investigate the complaint.
- The complainant is expected to provide information that Aria requests, including a detailed account of the incident(s), any witnesses, dates, and

other information considered relevant by Aria. All employees – whether complainant, witness, or accused – are required to be truthful, accurate, and cooperative during Aria’s investigation.

***1) PERSONNEL RECORDS & PRIVACY POLICY***

Aria maintains all employee and payroll records required by law. It is important to keep this information up to date. Please inform the office immediately in writing of any changes in address, telephone number, marital status, changes to your dependents’ information, direct deposit, who to contact in case of emergency, educational accomplishments, and other possibly relevant information.

Aria does not sell, rent or trade personnel information to third parties. Aria does however, cooperate fully with any court order or other legal process and will provide information to the extent required in any legal process or proceeding.

## **WORK POLICIES**

### ***a) Prohibited Conduct Policy:***

It is impossible to develop a set of rules that will meet every possible situation that could arise. All employees should be aware that certain conduct may result in discipline, up to and including termination. In order to avoid such a severe consequence, follow simple, common sense guidelines and avoid conduct such as, but not limited to, the following:

- Neglecting or failing to perform assigned duties.
- Providing false information to obtain employment and/or falsifying personnel or any other employee records.
- Accumulating 3 Consecutive No Calls/No Shows (NC/NS) on any job.
- Filling out time sheets of another employee or having another employee filling out your time sheet.
- Falsifying time sheets. Any employee caught falsifying a time card will be immediately terminated and at the discretion of the President shall be prosecuted. Falsification of a time card is considered theft.
- Removing Company property from the Company's premises without authorization.
- Theft or dishonesty.
- Misusing, destroying or damaging Company property or the property of any employee or customer.
- Engaging in disobedience, insubordination, fighting, disorderly conduct, or disrespectful conduct.
- Using profane, abusive or threatening language or distributing obscene materials.
- Threatening, coercing, intimidating or interfering with any other employee.
- Engaging in horseplay, unnecessary shouting or demonstrations.
- Creating or contributing to unsanitary conditions or poor housekeeping.
- Distributing, posting, defacing or removing literature of any kind on any part of Company property or jobsite.
- Sleeping during work time.
- Violating any safety policy.
- Leaving your assigned work area during work time without permission.
- Voluntarily walking off or leaving a client's jobsite without permission of the client and Aria office.
- Violating any of the policies in this handbook.
- Permitting any visitation of family or friends at a jobsite.
- Wearing or displaying any outside competitor's logos at or on our jobsites.
- Failing to notify Aria immediately when released from active work assignments.
- When temporarily off assignment, failing to call in to Aria's office at least once per week in order to secure a new work assignment.
- Refusing work for projects under the guidelines in which they were hired.

- Other circumstances which cause Aria Management to lose confidence in an employee's ability to perform his or her job.

This list of prohibited conduct provides guidance on the Company's expectations of performance and conduct but is not intended to be all-inclusive. If you have questions about what appropriate performance or conduct is, you should discuss the matter with your supervisor or any member of Aria Management.

***b) Progressive Discipline:***

The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory performance in the future.

Although your employment is based on mutual consent and both you and Aria have the right to terminate employment at will, with or without cause or advance notice, Aria may use progressive discipline at its discretion. Aria reserves the right to exercise discretion in discipline and take any disciplinary action it considers appropriate, including termination, at any time.

Disciplinary action may call for any of four steps verbal warning, written warning, suspension, or termination of employment depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps will normally be followed: a first offense may call for a verbal warning; a next offense may be followed by a written warning; another offense may lead to a suspension; and, still another offense may then lead to termination of employment.

Aria recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting both employees and Aria.

***c) Office Hours:***

Aria maintains a schedule of regular hours as follows:

- Office: Open Monday-Friday 8:00am – 6:00pm EST.
- Field: Will vary on contractor's scheduled start/end times

You are expected to work forty hours per week, not including a lunch break that will be designated by the contractor. If you need to work outside the regular hours, you must receive the prior approval of your supervisor before said

hours are worked, and you must record all time worked. You are expected to be at your job location at specified start time, dressed in appropriate attire, with required tools, at the time your shift starts, on your regular work day, ready to work. You are not to report to the Aria office prior to the start of your workday unless you have been specifically instructed to do so by Aria Management.

***d) Unexcused Absence Policy:***

Punctuality and regular attendance indicate a sense of personal responsibility and commitment to one's work. Lateness and unexcused absence may adversely affect not only an employee's individual performance, but also the morale and efficiency of the group as a whole.

Absences are considered unexcused when:

- An employee that fails to appear and work at appropriate job start time without notifying Aria a minimum of 2 hours prior to start time, or as soon as possible.
- An employee that arrives late to the job site or leaves early without notifying Aria a minimum of 2 hours prior to start time, or as soon as possible.
- An employee that fails to notify Aria of pending appointment (Doctor, etc.) a minimum of 24 hours prior to start time. Employees having 3 or more unexcused absences annually (January 1-December 31) may automatically forfeit eligibility to receive Holiday Pay and/or Vacation Pay. Unexcused absences may also be ground for termination.

In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees also must inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, an employee must call in on any day the employee is scheduled to work and will not report to work.

Approved leaves of absence, such as leave taken pursuant to the American with Disabilities Act, do not violate this attendance policy. For more information on leaves of absence, or to request a leave or absence, contact Aria Management or Human Resources.

***e) Inclement Weather:***

The safety of our employees is paramount. In the event of inclement weather, employees are asked to use common sense, make their best assessment of the safety and practicality of reporting to work, and report to work only if they can make it safely. Moreover, communication between the employee and his or her manager about reporting to work under the circumstances is key.

All Company pay, leave, and attendance policies continue to apply in the event of inclement weather.

No pressure is extended from the Company, at any time, that would encourage employees to take unsafe chances to report to work.

***f) Personal Property/Personal Automobile Use:******Personal Property:***

Aria is not responsible for personal property that is lost, damaged or stolen. If you bring personal property/items/belongings into the office or jobsite, or Company property, you are responsible to keep track of them.

If you do bring personal property, you need to understand that it will not be covered under the Company's insurance and because of limitations on personal policies; it may not be covered under your homeowner's coverage either. Aria will not reimburse you for any lost or stolen items on the job site.

Also, Aria prohibits any items on the premises or worksite that are sexually suggestive, offensive, or demeaning to specific individuals or groups, along with firearms or other weapons, except as specifically authorized by Indiana Code 34-28-7-2 or other similar applicable law. Employees should understand that all personal property brought onto the Employer's premises or worksites may be subject to inspection for purposes of enforcing the Company's policies and to protect against theft.

***Personal Automobile Use:***

Aria is not responsible for damage to your personal automobile when you are using it for a company business.

***g) Return of Property:***

As part of your job, you may be issued or given temporary possession of Aria property, materials, or written information.

You are responsible for the Aria property in your possession and must return all Aria property in your possession, custody, or control immediately upon termination of employment or request from Aria Management or Human Resources. Failure to return any property in violation of this policy constitutes theft. Aria reserves the right to take any legal or other action it deems appropriate to recover or protect its property.

***h) Problem Resolution:***

Aria is committed to providing the best possible working conditions for our employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from Aria supervisors and management.

Aria strives to ensure fair and honest treatment of all employees. We expect supervisors, managers, and employees to treat each other with mutual respect. We encourage employees to offer positive and constructive criticism to each other.

Should you have a question about the interpretation or application of Aria's policies, have a disagreement with a coworker, supervisor, or customer, feel you have been treated unfairly, or have a concern that has not been resolved to your satisfaction, make use of the following problem resolution procedure. You will not be penalized, formally or informally, for voicing a complaint with Aria in a reasonable, business-like manner, or for using the problem resolution procedure. You may discontinue the procedure at any step.

- You present the problem to your supervisor after the incident occurs. If your supervisor is unavailable or you believe it would be inappropriate to contact that person, you may present the problem to another member of Aria Management or Human Resources.
- The supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. The supervisor documents the discussion.
- You present the problem to the Aria Management or Human Resources if you believe the problem is unresolved.
- Aria Management or Human Resources counsels and advises you, assists in putting the problem in writing, visits with your managers, if necessary, and directs you to the President for a review of the problem.
- You present the problem to the President in writing.
- The President reviews and considers the problem. The President informs you of the decision and forwards a copy of the written response to your file. The President has full authority to make any adjustment deemed appropriate to resolve the problem.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment.

***i) Safe Work Environment:***

Every employee is responsible to help maintain a safe work environment. To achieve this goal, Aria requires all employees to be safety-conscious at all times. Employees must immediately report any unsafe or hazardous condition on Company premises or worksites to their supervisor or other member of Aria Management. In the case of an accident involving personal injury, regardless of its severity, an employee must notify his or her supervisor or Human Resources immediately.

Also prohibited are any act of sabotage: willfully or with gross negligence causing the destruction or damage of Aria property, or the property of fellow employees, customers, or visitors in any manner.

***j) Workplace Violence Prevention:***

Aria is committed to preventing workplace violence and to maintaining a safe work environment. All employees, including supervisors, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of Aria and Aria worksites, except as specifically authorized by Indiana Code § 34-28-7-2 or other similar applicable law.

Conduct that uses violence or the threat of violence to intimidate or coerce another employee, a customer, or a member of the public with violence at any time will not be tolerated. All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to a supervisor or any other member of Aria Management. This includes threats by employees, as well as threats by customers or other members of the public. When reporting a threat of violence, the employee should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Employees should not place themselves in peril. If an employee sees or hears a commotion or disturbance, the employee should not try to intercede or see what is happening.

Aria promptly and thoroughly will investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. Aria strongly encourages employees to bring their disputes or differences with other Aria employees or customer to the attention of their supervisor or Human Resources before the situation escalates into potential violence.

***k) Visitors:***

To provide for the safety and security of employees, only authorized visitors are allowed on Aria's premises 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. If an unauthorized individual is observed on Aria's premises or worksites, employees should immediately notify a member of management or, if appropriate, direct the individual to the proper person to assist them.

***l) Solicitation and Distribution of Literature:***

In order to preserve Aria's effective operations, individuals who are not employed by Aria are not authorized to solicit or distribute literature on Aria's premises or worksites at any time for any purpose. Employees may not solicit for any purpose during working time, that is, during the working hours of either the person soliciting or the person being solicited, or both. Working time does not include rest breaks and meal periods. Employees may not distribute literature during working time for any purpose. Employees may not distribute literature in working areas. Employees who have any questions regarding the propriety of any solicitation or distribution of literature should ask their supervisor or Human Resources.

***m) Work Week and Direct Deposit:***

Aria's work week runs Monday thru Sunday; however, we do have clients that have different work weeks and if you are working for them, you will be paid according to their work week and not Aria's. If you have questions regarding the work week for your shifts, please ask your supervisor.

Aria does not offer hard/live checks for payroll, unless required by applicable law. You can either have your weekly pay deposited into a personal bank account of your choosing or elect to have an Aria issued bank card.

If you select an Aria provided bank card, you will receive a temporary card, from our office that will hold your first paycheck on it (and potential other deposits, until your permanent card arrives). The permanent bank cards do not come from Aria, so we do not have control over the accounts. Any account or card related problem or question should be directed towards the toll-free help number on the back of your card.

***n) Paycom (Aria's Payroll Company)***

Aria utilizes Paycom and OCMI as their Payroll provider. All your payroll information will be accessible on their website or mobile application. Within their site (or app) you'll have access to view your pay stubs, tax deductions, and personal information. You will also have access to update or changed you address, tax forms, direct deposit, personal information, and other personal items.

You will receive instructions on how to log into Paycom in your initial onboarding e-mail. Once your new hire information is entered into the system, you will receive an e-mail with your login credentials, directly from Paycom. You will not be able to access Paycom's online system, until your first paycheck has been completed.

***o) Safe Harbor:***

Aria has made a good faith commitment to comply with the terms of the Fair Labor Standards Act. If you are an exempt employee for purposes of this Act, Aria will not make deductions from your paycheck for absences occasioned by the Company, for the operating requirements of the Company, or for time when work is not available. Therefore, if you are an exempt employee and believe that Aria has made an improper deduction from your paycheck, you must notify your supervisor or manager in writing immediately. Upon review, Aria will reimburse an exempt employee for any improper paycheck deduction(s).

***p) Overtime Policy***

At times you may be asked to work reasonable amounts of overtime. If you work overtime, you must first receive authorization from Aria Management. If you are a non-exempt employee under the Fair Labor Standards Act and you work more than forty hours in one work week, you will be paid for all time worked over forty hours at time and one-half your regular rate of pay. Overtime starts after 40 hours of work and must be clearly marked on your time sheets. As always, you must record all time worked.

Excused or unexcused time off from work will not be included in the computation of the forty hours of work per week for the determination of when overtime pay will begin. Examples of excused or unexcused time off from work include vacations, holidays, funeral leave, travel time, and any other type of excused or unexcused time off from work.

All non-exempt employees will be paid overtime compensation in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. For this reason, time off for sick leave, vacation, travel, and

other paid or unpaid leaves of absence is not considered hours worked for the purpose of calculating overtime pay.

If you fail to work scheduled overtime or work overtime without receiving your supervisor's prior authorization you may be subject to disciplinary action, up to and including possible termination of employment.

#### ***q) Time Sheets***

According to federal and state law, Aria must keep a record of all time worked. Non-exempt employees are therefore required to submit a time sheet reporting all hours worked on a weekly basis at the end of each work week. Accurately recording time is required to be sure employees are paid for all hours worked. Employees are expected to follow the established procedures in keeping accurate record of their hours worked. Time must be recorded as follows:

- Immediately before starting a shift;
- Immediately after finishing work before a meal period;
- Immediate before resuming work after a meal period;
- Immediately after finishing work; and
- Immediately before and after any other time away from work.

Non-exempt employees shall not begin to work before they "clock in," shall not work once they "clock out," and also shall not "clock in" before they are prepared to begin working.

**Every Aria employee is responsible for submitting their own time submission, even if your foreman/site supervisor say they are turning it in for you. There are absolutely NO exceptions. If you do not turn in your own timecard, you run the risk of not being paid on the next regularly scheduled payday. All Aria timecards but be correctly filled out in order to be paid on the next regularly scheduled payday, including the signature of your on-site foreman/supervisor.** If you cannot get your timecard signed, it is your responsibility to alert your Aria supervisor on the issue.

You are required to fill out one timesheet, per week, PER job. For example, if you work on two different job sites for the same company in one week, you are required to turn one timecard per job, unless your timecard easily shows which days were worked on which job. If you work two jobs during the week, for two different contractors, two timecards are required to be submitted with the appropriate details and signatures, and so on.

Payroll is based on a Monday thru Sunday work schedule with payday on the following Friday. For example, say you work Monday, January 1<sup>st</sup> thru Sunday, January 7<sup>th</sup>, you will be paid for these hours on Friday, January 12<sup>th</sup>. Your net check will not be available prior to payroll, unless a holiday interferes with a regularly scheduled pay date.

**ARIA SERVICE ADMINISTRATION LLC**

Timesheets must be turned in to our office NO LATER THAN 12:00pm EST ON THE FOLLOWING MONDAY (of the work week that has been completed). Time sheets are accepted via any of the following methods.

Anything outside of the above four options runs you the risk of not getting paid on the next regularly scheduled payday.

**Timesheets MUST BE filled out in their entirety with customer information, job site information, dates, hours, etc. You are also REQUIRED to have the signed approval by your on-site supervisor or foreman on your timesheet. ABSOLUTELY NO EXCEPTIONS.** Time sheets will not be accepted without correct information and/or without your on-site supervisor or foreman's approval. Exempt employees may be required to accurately record their time worked.

Aria has the right to review or verify with the contractor, on any time/timecard submitted. If there is a discrepancy of time, Aria will go with the reported hours of the contractor, while investigating any discrepancies. Once the hours are verified and/or agreed upon, will Aria pay out any remaining hours dues.

Your initial onboarding e-mail offers you a printable Aria Timesheet that you will need to submit on a weekly basis. Should you have any questions or need timesheets sent to you, please reach out to your supervisor.

## **BENEFITS**

Aria provides a wide range of benefit programs to eligible employees. Certain legally required programs (such as Social Security, workers compensation, and unemployment insurance) cover all employees in the manner required by the laws.

Your eligibility for each benefit program depends on a variety of factors, including your employee classification. To better understand exactly which benefit programs you are eligible for, talk to your supervisor or Human Resources. You will find details about many of these programs in the Employee Handbook. In some cases, a policy may.

### ***a) Workers' Compensation Insurance:***

Aria provides a comprehensive workers' compensation program to our employees. The workers' compensation program covers injuries or illnesses sustained in the course of employment that require medical, surgical, or hospital treatment. Subject to the applicable legal requirements, this program provides benefits after a short waiting period or, in the event of hospitalization, immediately.

**It is critical that you inform your supervisor immediately about any work-related injury or illness**, regardless of how minor it might appear at the time. Immediate reporting ensures that if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly.

Workers' compensation is intended to cover only work-related injuries and illnesses. Because of this, neither Aria nor our insurance carrier will be liable for the payment of workers' compensation benefits for injuries that might occur during employees' voluntary participation in any off-duty recreational, social, or athletic activities that we may sponsor.

See: "On the Job Accident Reporting Requirements/Workers' Comp"

Aria takes its responsibility as an employer very seriously, and have gone to great lengths to provide safe working environments. We will deal with legitimate claims immediately and have extensive experience investigating fraudulent claims.

**b) *Jury/Witness Duty Leave:*****Jury Duty:**

Aria allows you to fulfill your civic responsibilities by serving jury duty when required. Regular full-time employees may request unpaid jury duty leave. If you receive a jury duty summons, show it to your supervisor as soon as possible so that arrangements can be made to accommodate and excuse your possible absence from work. You are expected to report for work whenever the court schedule permits. Subject to the terms, conditions, and limitations of the applicable plans, Aria will continue to provide health insurance benefits for the full period of unpaid jury duty leave.

**Witness Duty:**

We provide witness duty leave to employees who receive a subpoena to testify in court. If you are summoned or otherwise requested to testify as a witness by Aria, you will receive paid timeoff for the entire period of witness duty. You will be granted excused, unpaid time off if you are requested to appear in court as a witness by a party other than Aria. In order to make arrangements for the time off, you must show the subpoena to your supervisor as soon as you receive it. When serving as a witness, you are expected to report to work whenever you are not needed in court.

**Types of Leave****Family Leave**

An eligible employee will be granted unpaid FMLA leave for the birth of a child of the employee or the placement of a child with the employee for adoption or foster care and then to care for the child. Family leave must be concluded no later than 12 months after the birth or placement of the child with the employee.

**Medical Leave — Serious Health Condition of Employee or Family Member**

An eligible employee will be granted unpaid FMLA leave for: (1) the employee's own "serious health condition" (see definition below) that makes the employee unable to perform the essential functions of his or her job; or (2) the serious health condition of the employee's spouse, child, or parent.

The phrase "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

(a) any in-patient care (*i.e.*, an overnight stay) in a hospital, hospice, or other residential medical care facility (including any period of incapacity or any subsequent treatment in connection with the in-patient care);

**ARIA SERVICE ADMINISTRATION LLC**

(b) any period of incapacity of *more* than 3 full, consecutive calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) treatment two (2) or more times within the first 30 days of the first day of incapacity by a health care provider, by a nurse under the direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider (with the first treatment occurring within the first seven (7) days of incapacity), or (ii) treatment by a health care provider on at least one occasion within the first seven (7) days of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;

(c) any period of incapacity due to pregnancy or for prenatal care;

(d) any period of incapacity or treatment for such incapacity due to a chronic serious health condition;

(e) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, if the Employee (or family member) is under the continuing supervision of (but not necessarily receiving active treatment by) a health care provider; or any period of absence to receive multiple treatments by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that likely will result in a period of incapacity of more than 3 consecutive calendar days in the absence of medical intervention or treatment.

“Incapacity” means the inability to work, attend school, or perform other regular daily activities due to the serious health condition.

A “chronic condition” requires at least two (2) visits per year for treatment by a health care provider or by a nurse under the direct supervision of a health care provider.

Service Member Caregiver Leave—Serious Injury or Illness if Family Member in the Military

An eligible employee who is the spouse, son, daughter, parent, or nearest blood relative ("next of kin") of a "covered service member" will be granted leave, not to exceed a total of 26 weeks during a single 12-month period, to care for the covered service member. During the 12-month period, an eligible employee may take up to 26 weeks of leave for any combination of leaves under this policy. However, employees still may not take more than 12 weeks of leave for reasons other than service member caregiver leave during the 12-month period used for calculating those leaves.

(a) "Covered service member" means:

(1) a current member of the Armed Forces, including a member of the

**ARIA SERVICE ADMINISTRATION LLC**

National Guard or Reserves, who is: (a) undergoing medical treatment, recuperation, or therapy;

(b) is otherwise in "outpatient status" (see definition below); or (c) is otherwise on the temporary disability retired list, for a "serious injury or illness" (see definition below); or

(2) a "veteran" who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

(b) "Outpatient status" means that a covered service member is assigned to:

- (1) a military medical treatment facility as an outpatient; or
- (2) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

(c) "Serious injury or illness" means:

- (1) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness incurred by the covered service member in the line of duty on active duty that may render the covered service member medically unfit to perform the duties of his or her office, grade, rank, or rating; and
- (2) in the case of a veteran, a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

The single 12-month period for purposes of this form of leave only begins on the first day an eligible employee takes FMLA leave to care for a covered service member and ends exactly 12 months after that date. If an eligible employee does not exhaust his or her 26 weeks of leave entitlement during the single 12-month period, any remaining portion of the original leave entitlement will be lost. In the event an eligible employee needs additional leave to care for a different covered service member (or the same service member with a subsequent serious injury or illness), he or she will have another single 12-month period during which he or she can use 26 weeks of leave. Note, however, that all eligible employees are limited to 26 weeks of leave in each single 12-month period for any combination of caregiver leaves or other leaves under this policy.

## Qualifying Exigency Leave

An eligible employee who is the spouse, son, daughter, or parent of a "covered military member" (defined below) will be granted FMLA leave on account of the qualifying exigencies defined below. Unless otherwise stated, leave for these reasons may only be taken when the covered military member has been called to active duty or is on active duty.

(a) Short notice deployment. If a covered military member is given less than seven (7) days' notice of deployment to active duty, an eligible employee may take FMLA leave within the seven (7) days after the notice to address any issue that arises from such notice;

(b) Military events and related activities. An eligible employee may take FMLA leave to attend any official ceremony, program, or event sponsored by the covered military member's military entity, or to attend family support or assistance programs and informational briefings sponsored or promoted by the covered military member's military entity or the American Red Cross;

Childcare and school activities. An eligible employee may take FMLA leave in order to arrange for alternative childcare for a covered military member's child's existing childcare arrangement; to provide childcare on an urgent, immediate need basis arising from a covered military member's active duty or call to active duty status; to enroll or transfer a covered military member's child into a new school; or to attend meetings at a covered military member's child's school or daycare facility that are required due to a covered military member's call to duty or active duty;

(c) Financial and legal arrangements. An eligible employee may take FMLA leave in order to make or update financial or legal arrangements associated with a covered military member's absence or call to active duty status, or to act as a covered military member's representative during active duty or within 90 days after active duty before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits;

(d) Counseling. An eligible employee may take FMLA leave in order to attend counseling for the employee, the covered military member or the covered military member's child provided that the need for counseling arises from the covered military member's active duty or call to active duty status;

(e) Rest and recuperation. An eligible employee may take up to five (5) days of leave for each instance that he or she desires to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment;

**ARIA SERVICE ADMINISTRATION LLC**

(f) Post-deployment activities. An eligible employee may take FMLA leave to attend any official ceremony or program sponsored by the military for a period of ninety (90) days following the termination of a covered military member's active duty status, or to address issues arising from a covered military member's death while on active duty status; and

(g) Additional activities. An eligible employee may take FMLA leave in order to address any other issue arising out of a covered military member's active duty or call to active duty status, provided that the employer and employee mutually agree to both the timing and duration of such leave.

"Covered military member" means an employee's spouse, son, daughter, or parent on active duty or call to active duty status (or who has been notified of an impending call to active duty). "Active duty or call to active duty status" means (1) for members of the regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) for members of the reserve components of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under certain statutes that authorize ordering certain retired members of the Regular Armed Forces and Reserve to active duty, ordering certain reserve component members to active duty, and calling the National Guard into federal service.

(h) If an employee takes this form of leave, any leave taken under the Indiana Military Family Leave Act will run concurrently with the above leave.

### Certification Requirements

Original, completed certifications or re-certifications (as applicable) must be provided to Aria within 15 days following Aria's request for the certification or recertification. If the certification or recertification is not provided as set forth above, leave may be denied or discontinued until it is provided.

An employee's request for leave due to a serious health condition (either the employee's own or that of a family member) must be supported by a timely certification issued by a health care provider. A form for this certification can be obtained from Human Resources. Recertification may be required periodically, depending on the circumstances. Aria may elect to obtain a second, and in some circumstances, a third, opinion of the existence of a serious health condition.

An employee's request for service member caregiver leave must be supported by a timely certification issued by an authorized health care provider. A form for this certification can be obtained from Human Resources. The employee requesting service member caregiver leave must timely complete the portions of the certification form asking for information about the leave to be taken.

An employee's request for qualifying exigency leave must be supported by a timely certification and supporting documentation. A form for this certification can be obtained from Human Resources.

#### Intermittent or Reduced Schedule Leave

Intermittent or reduced schedule leave may be taken either as part of an eligible employee's leave for a qualifying exigency, or for a serious health condition (either the employee's own or that of a family member) or to care for a covered service member, if such leave is certified as medically necessary by a treating health care provider. Leave taken following the birth or placement of a child or for the care of a child following birth or placement and not for a serious health condition generally cannot be taken intermittently or on a reduced leave schedule unless specifically requested and approved by Aria. Such requests will be considered on a case-by-case basis, taking into consideration the employee's position and the current business needs of Aria. However, intermittent or reduced schedule leave may be taken if certified as medically necessary if the mother has a serious health condition in connection with the birth of her child or if the child has a serious health condition.

An employee requesting an intermittent or reduced schedule leave must attempt to schedule the leave so as not to disrupt Aria's operations, and, if the employee requires foreseeable intermittent leave, Aria may require the employee to transfer temporarily to an available alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates the employee's leave.

#### Concurrent Use of Paid Time Off

Employees must use any accrued paid time off, if any, at the same time as all or any part of an otherwise unpaid FMLA leave. All paid leave used will be counted against an eligible employee's FMLA entitlement. Furthermore, if the FMLA leave is being taken for the employee's own serious health condition and that serious health condition also entitles the employee to leave for a worker's compensation absence, these leaves will run concurrently.

#### Benefits During Leave

Existing health care benefits will remain in force during the employee's FMLA leave, as long as required contributions, if applicable, are made by the employee during this period. If the covered employee fails to make the required contributions during an FMLA leave period within 30 days after the date the contribution was due, the coverage will terminate effective on the date the contribution was due.

If an employee fails to make required contributions for health care coverage or other benefit coverage, and Aria elects to make such employee contributions on behalf of the employee to keep the coverage in effect during an FMLA leave period, Aria may recover the amount of such contributions made by Aria *for the employee* regardless of whether the employee returns from FMLA leave.

If an employee fails to return to work after FMLA leave has been exhausted, Aria may recover *its share* of the contribution paid for maintaining the employee's health care coverage during any period of *unpaid* FMLA leave, provided the employee fails to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member or a serious injury or illness of a covered service member, or other circumstances beyond the employee's control.

During any period of FMLA leave, employees will continue to be covered under any life and disability insurance programs of Aria at the same level and under the same conditions, including the payment of required premiums, for which coverage would have been provided if they had continued in employment continuously for the duration of such leave.

#### Restoration to Position

Generally, eligible employees returning from FMLA leave within 12 weeks (or 26 weeks in certain circumstances) will be returned to the job position that they held when they went on leave, or they may be placed in a position with equivalent benefits, pay, and other terms and conditions of employment. Employees returning from unpaid FMLA leave will be restored to their position at the same seniority and benefit level as they had immediately before the unpaid leave began.

#### Return to Work

Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return, subject to compliance with all state and federal laws. As a condition of restoring an employee whose leave was based on the employee's own serious health condition, a fitness-for-duty certification from the employee's health care provider stating that the employee is able to resume work is required. Aria may also require the employee's health care provider to address the employee's ability to perform the essential functions of his or her job. If Aria requires this, it will provide the employee with a list of essential functions or a document containing that information and inform the employee of the requirement.

### Failure to Return from Leave

Unless required otherwise by law, an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave granted shall be thereafter subject to Aria's ordinary attendance policy requirements.

### Miscellaneous

Any employee who, while on a leave of absence, accepts employment elsewhere in a manner that conflicts with the employee's need for a leave from Aria will be terminated. In addition, if an employee uses a leave of absence for any reason other than what has been requested, the employee will be terminated.

Aria will not discriminate or retaliate against employees as a result of or interfere with the approved use of FMLA leave or a proper request for such leave. Employees shall report any conduct that they believe violates the policy to Human Resources.

#### **c) *Military Leave:***

If employees are called upon to perform military service, whether it involves active duty or annual training requirements for the National Guard or U.S. Military Reserves, the employee may be entitled to reinstatement/reemployment and other rights under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") and any state law equivalent. Aria may provide the employee with military leave benefits if their military service complies with the following requirements.

Military leave is unpaid. However, employees may elect to use any available accrued paid timeoff in conjunction with military leave.

### Eligibility

This policy applies to any person who must be absent from employment to perform a duty, either voluntary or involuntary, in the uniformed services. To qualify under this policy, an employee requesting leave must provide advance written notice to Human Resources as soon as possible, and furnish a copy of his or her military orders which identifies the time period for the leave as specifically as possible.

Reinstatement

Upon returning from a military leave lasting fewer than thirty-one (31) days, to be eligible for USERRA and Company-sponsored benefits, an employee must report to work at the beginning of the first full regularly scheduled work day following the completion of the military service.

Reemployment

For military leave lasting more than thirty (30) days, but less than one hundred eighty-one (181) days, to be eligible for USERRA and company-sponsored benefits, an employee must submit an application for reemployment before the expiration of fourteen (14) days after the completion of the military service. An employee on a military leave lasting longer than one hundred eighty-one (181) days must submit an application for reemployment before the expiration of ninety (90) days after the completion of the service.

## **ADDITIONAL POLICIES**

### ***a) Drug and Alcohol Policy:***

Aria is committed to providing a safe, efficient, and productive work environment for all employees. Employees are required to report to work and to work without illegal drugs or alcohol in their systems. While on Aria premises, while performing work for Aria, and while conducting business-related activities off Aria premises, no employee may use, possess, distribute, sell, manufacture, transfer, purchase, or be under the influence of alcohol, illegal drugs, or other controlled substances. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals. Employees are expected to cooperate in Aria's efforts to maintain a drug and alcohol free work environment. Employees are also expected to cooperate in any investigation of any alleged violation of this policy.

### **Definitions**

Alcohol: Alcohol means any beverage that contains ethyl alcohol (ethanol), including, but not limited to, beer, wine, and distilled spirits. Drug: Means (A) any drug, which is not legally obtainable; (B) any drug, which is legally obtainable but has not been legally obtained; (C) any prescribed drug not legally obtained; and (D) all illegal substances identified by the Federal Controlled Substances Act.

Aria or Customer Premises: Means all property of Aria or any of its customers, including but not limited to, the offices, facilities, and surrounding areas on property owned or leased by Aria or any of its customers, as well as owned or leased vehicles and equipment of Aria or any of its customers wherever located.

Reasonable Suspicion: Reasonable suspicion exists where Aria has reasonable belief that an employee is under the influence of alcohol, drugs, or is misusing prescription drugs, and such use or influence may adversely affect the employee's job performance or the safety of the employee or other employees. Reasonable suspicion may be based on a number of factors, including, but not limited to (A) observation of drug or alcohol use; (B) observation of drugs, drug paraphernalia, alcohol, or containers traditionally used for drugs or alcohol; (C) the smell of alcohol on an employee's breath; (D) physical symptoms of being under the influence, such as staggering or lumbering walk, bloodshot eyes, slurred speech,

**ARIA SERVICE ADMINISTRATION LLC**

repetitive talking, flushed face, swaying while standing, slow reactions, or impaired judgment, reasoning, concentration, or motor control; (E) exhibiting a pattern of irrational or erratic behavior or a marked change in behavior; or (F) engaging in other conduct and behavior in the workplace which reasonably appears to be the result of drug or alcohol use or being under the influence.

Under the Influence: Means a condition in which a person is affected by drugs or alcohol in any detectable manner, as determined at the discretion of the Aria.

Prohibited Conduct

The following conduct is prohibited under this policy:

- Use, possession, distribution, or sale of drugs, drug paraphernalia, or the unauthorized use, possession, distribution, or sale of prescription drugs on Aria's or any of its customer's premises; in Aria's or any of its customer's vehicles; at Aria's or any of its customer's sponsored events; or anywhere during the workday, including breaks and lunch;
- Being under the influence or having detectable amounts in one's body of a drug, as determined at the discretion of Aria;
- Being intoxicated, impaired, or otherwise under the influence of alcohol, as determined at the discretion of Aria;
- Being under the influence of a drug or alcohol away from Aria's or any of its customer's premises or while not working for Aria, if such conduct adversely affects the employee's work performance, the safety of the employee or of others, or puts Aria's reputation at risk, as determined at the discretion of Aria.
- Storing in a locker, desk, or other places on Aria's or any of its customer's premises, including an employee's personal vehicle, any drug, drug paraphernalia, or opened alcohol container; and
- Refusing to provide a urine, blood, hair, or breath sample for testing when required or attempting to tamper with or alter the testing procedure or results. Such refusal or tampering will be treated as a positive (failed) result.

Notwithstanding the above, Aria may on occasion permit alcohol consumption on Aria's premises or at other locations for work-related or other events sponsored or approved by Aria. An employee attending any such function is required to act professionally, shall refrain from becoming intoxicated, and shall not engage in any unacceptable conduct otherwise prohibited by the Company's policies.

Testing

**ARIA SERVICE ADMINISTRATION LLC**

Employees are subject to drug and alcohol testing, under the following circumstances:

1. Pre-Employment. All applicants for employment with Aria shall submit to pre-employment drug and alcohol testing. Applicants are required to complete and sign the consent form provided.
2. Reasonable Suspicion. An employee shall submit to testing if at least one member of Aria Management has reasonable suspicion that the employee is under the influence.
3. Post-Accident. Any accident that occurs during any work activity must be promptly reported. If an employee is involved in any such accident, the employee will be asked to submit to drug and alcohol testing as soon as possible after the accident if the accident results in more than insignificant damage to Aria property or other's property, injury to the employee or others requiring medical treatment, or a recordable bodily injury as defined by the Occupational Safety and Health Administration, or if there are other circumstances giving rise to a reasonable suspicion that the employee is under the influence. Any employee who, because of serious injury, cannot voluntarily submit to testing will be regarded as having consented to appropriate testing to determine whether there were any drugs or alcohol in their system at the time of the accident.

Aria will use a fully-accredited testing facility to perform any testing required under this policy. Aria will pay for the costs of initial testing, but the applicant or employee shall pay for any confirmation or re-tests. For employees required to submit to testing:

The employee **shall not** drive him or herself to the test facility. A member of management shall instead arrange for the employee to be driven by someone else to the facility and then home from the facility.

- Aria will pay the employee for the time spent complying with the request.
- The employee shall be immediately suspended from work and the suspension shall be unpaid from the time the employee gets home from the test facility until Aria receives the test results and decides whether to allow the employee to return to work.

### Inspections

Aria may conduct unannounced general inspections and searches of any location on Aria's premises or work sites at any time to determine whether drugs or alcohol are present. It is a condition of continued employment for employees to allow Aria and its managers and agents to conduct searches in accordance with this policy.

### Reporting Prescription Drug Use

When employees take over-the-counter or prescribed medicine, they must establish safe levels that will not alter their ability to safely perform the job. If an employee has reason to believe that their use of a legally obtained drug may alter their ability to safely perform their job, it is their duty to immediately inform their supervisor or any member of Aria Management. An employee shall report the concern before starting work or as soon as the condition becomes known.

### Confidentiality

All information relating to drug or alcohol testing under this policy will be treated as confidential to the extent possible, unless Aria is required by law, public health, safety concerns, or authorized in writing by the employee in question to release such information. Such information may also be disclosed when relevant to a grievance, charge, claim, or other legal proceeding initiated by or on behalf of an employee or applicant.

### **b) Employee Assistance:**

Aria will provide reasonable support or assistance to any employee who voluntarily seeks help for drug or alcohol use ***before*** violating the Drug and Alcohol Policy or becoming subject to discipline under any Company policy. For example, Aria may allow any such employee to use available accrued paid time off or unpaid leave or otherwise provide the employee with an accommodation as required by law. To the extent permitted by law, Aria may require the employee to provide written proof that they are successfully following prescribed treatment, counseling, or therapy and/or to take and pass follow-up tests.

### SUPERVISOR RESPONSIBILITIES:

- Fill out a FROI form with the assistance of the injured/ill employee. If the injured/ill employee is not available, complete the form and submit it on their behalf in order to avoid a delay.
- Ensure safe transportation for the employee to the hospital or doctor's office.
- Ensure that the injured/ill employee has written job description to take with him/her on the first visit to the doctor. In some cases, it may be possible to provide the physician with the job description prior to the initial visit.
- Schedule an incident investigation AS SOON AS POSSIBLE after each injury or accident. Complete the Supervisor's Accident Report form (investigation) and any other necessary paperwork and submit it to Aria.
- Do not allow the employee to return to work without a written release from the doctor listing any restrictions. This slip must be reviewed by you, the supervisor, to make sure the employee is able to perform the essential duties of the job to which he or she is returning with or without a reasonable accommodation. The supervisor shall not allow the employee to exceed any restrictions set by the physician.
- Comply with all notice requirements of the FMLA.

ARIA WORKER'S COMPENSATION FACILITATOR RESPONSIBILITIES:

- Ensure that the injured worker's supervisor either completes the FROI form or is aware the form has been completed.
- Ensure that a written job description with the essential functions of the job has been provided to the employee and the employee's current physicians.
- Assist with communication between the injured worker and the insurance company or medical provider when needed.
- Be available to meet with the employee and supervisor regarding the claim as needed.

As set forth above, Aria will make reasonable accommodations to the known physical or mental limitations of any otherwise qualified individual with a disability, unless the accommodation will result in undue hardship to Aria. Any employee who believes he or she may require an accommodation in order to perform the essential functions of his or her job should inform Aria Management or Human Resources and request such an accommodation.

DocuSigned by:  
Melvin Garcia  
966C977352AA43E...

UNITED STATES OF AMERICA  
PERMANENT RESIDENT

Surname  
**GARCIA**

Given Name  
**MELVIN OMAR**

USCIS#  
**078-935-888**

Category  
**IR1**

Country of Birth  
**Guatemala**

Date of Birth  
**19 DEC 1998**

Sex  
**M**

Card Expires  
Resident Since

**06/29/31**  
**06/29/21**



19 DEC 1998 M

GARCIA MELVIN OMAR 19 DEC 1998

# SOCIAL SECURITY

462-55-1240

THIS NUMBER HAS BEEN ESTABLISHED FOR

MELVIN OMAR GARCIA

SIGNATURE

02/17/2016

