



## **Employee Handbook**

Barney Monk, LLC  
2050 S. Finley Rd.  
Suite 80  
Lombard, IL 60148  
[www.barneymonk.com](http://www.barneymonk.com)  
[hr@allsharedservices.com](mailto:hr@allsharedservices.com)  
216-672-4288



## From the President

We are thrilled to have you join our team and look forward to supporting your success as part of our organization. By choosing Barney Monk, you're joining an industry-leading Company that leverages innovative technology to streamline complex scheduling and crew logistics. Our employees' creativity and expertise play a pivotal role in delivering specialized union crewing solutions that meet evolving demands. We are confident you'll take pride in contributing to Barney Monk's continued success.

This Field Employee Handbook ("Handbook") is designed to familiarize employees with the policies, practices, and benefits of Barney Monk, LLC and its affiliates, successors and parent companies (collectively known as the "Company" or individually as "Barney Monk"). We encourage you to review its contents carefully to familiarize yourself with the principles that shape our workplace and operations.

While this Handbook cannot address every possible situation, it provides answers to many common questions about Barney Monk's policies and practices. It applies to all field employees of Barney Monk, and we require you to read it thoroughly. If you have any questions about the Handbook or encounter situations not covered within it, please don't hesitate to reach out to your manager for clarification or guidance. Employees are expected to read these policies and to follow them throughout their employment, as well as refer to state, local and federal posters within the offices and on the website ([BarneyMonk.com](http://BarneyMonk.com)). However, the policies in this Handbook are not all inclusive. Questions or additional information about Company policies or this Handbook should be directed to the employee's manager or the Human Resources Department.

No document, including this Handbook, confers any contractual right, either express or implied, to remain employed by Barney Monk, or guarantees any fixed terms and conditions of employment. Your employment is not for any specific duration, as a result either the employee or Barney Monk may terminate employment at any time, with or without cause, reason or notice. Circumstances will undoubtedly require the policies, practices and benefits described in this Handbook to change from time to time. Accordingly, except for the at-will employment policy, the Company reserves the right to alter any provision within this Handbook from time to time in its sole and absolute discretion.

At Barney Monk, we recognize and value the unique contributions of every employee. Your role is essential to our growth and success, and we hope your time with us is both challenging and rewarding. Thank you for being part of our team—we are excited to see all that we can accomplish together!

Patrick Duffy  
President  
Barney Monk, LLC.

## Table of Contents

From the President.....	0
1. Introduction.....	3
1.1 Company Overview.....	4
1.2 Definitions.....	4
1.3 Purpose of the Field Employee Handbook.....	4
1.4 Employment.....	5
2. Company Procedures and Expectations.....	6
2.1 Company Sponsored Health Insurance.....	6
2.2 Workers Compensation.....	6
2.3 Retirement Plan.....	7
2.4 Expectation of Professional Conduct at Work.....	7
2.5 Discipline & Discharge.....	8
2.6 Employee Integrity.....	8
2.7 Client and Public Relations.....	8
2.8 Credentials.....	9
2.9 Dress Code.....	9
Appropriate Attire/Appearance for Field Employees.....	9
Inappropriate Attire/Appearance for Field Employees.....	10
2.10 Attendance and Punctuality.....	10
2.11 Payroll and Overtime.....	10
2.12 Cancellations by Barney Monk.....	11
2.13 Holidays.....	12
2.14 Breaks and Meals.....	12
2.15 Short Turn-Around.....	12
2.16 Sick Time Absences.....	12
2.17 Signing In and Out.....	13
2.18 Lead Procedure.....	13
2.19 Expenses.....	14
2.20 Changes in Personal Data/Payroll.....	14
2.21 Wage Garnishment.....	14
2.22 Training.....	14
2.23 Safety.....	14
2.24 Accident Report.....	14
2.25 Equipment Safety/Damage.....	15
2.26 Care of Equipment.....	15
2.27 Personal Communication Devices, Internet Usage and Other Distractions.....	16

2.28 Phone Access and Company Equipment.....	17
2.29 Use of Personal Equipment.....	17
2.29 Consent to Receive Business-Related Communications.....	17
2.30 Smoking.....	17
2.31 Food and Drink.....	17
2.32 Photography & Recording.....	17
3. Company Policies.....	18
3.1 Equal Employment Opportunity.....	18
3.2 Preventing Harassment, Discrimination and Retaliation Policy.....	18
Applicant/Employee Rights.....	19
Scope of Protection.....	19
Conduct Prohibited by This Policy / Definitions.....	19
Addressing and Reporting Violations.....	21
Corrective Action Guidelines.....	21
The EEOC, Analogous State and Local Agencies and Law Enforcement.....	21
3.3 Americans with Disabilities Act.....	22
3.4 Workplace Violence Prevention Policy.....	22
3.5 Anti-Bullying Policy.....	23
3.6 Motor Vehicle Driving Checks Policy.....	24
3.7 Travel Policy.....	25
3.8 Background Check Policy.....	26
3.9 Alcohol and Substance Abuse Policy.....	26
3.10 Alcohol and Drug Testing Policy.....	27
3.11 Family and Medical Leave.....	27
Protections During FMLA Leave.....	27
Employee Eligibility.....	28
Basic Leave Entitlement.....	28
Military Family Leave Entitlements.....	28
Definition of Serious Health Condition.....	28
Employee Responsibilities.....	28
Company Responsibilities.....	29
Use of Leave.....	29
Substitution of Paid Leave for Unpaid Leave.....	29
Other Provisions.....	29
Unlawful Acts by Employers.....	30
Enforcement.....	30
3.12 The Pregnant Workers Fairness Act (“PWFA”).....	30



3.13 Pump for Nursing Mothers (“PUMP Act”).....	30
3.14 Ownership of Information and Work For Hire.....	30
3.15 Social Media Guidelines.....	31
3.16 Anti-Corruption and Anti-Bribery Policy.....	32
Appendix A: Barney Monk Complaint Form.....	33



## 1. Introduction

### 1.1 Company Overview

Barney Monk, a full-service provider of skilled professional union labor and payroll solutions, is an industry-leading organization with innovative technology to increase efficiency in managing complex schedules and crew logistics, while also providing accessible centralized data, real time communication, and safety.

### 1.2 Definitions

In order to be consistent in how we use specific terms in this Handbook and in the field, and to avoid any confusion, the following will be defined as follows:

Barney Monk Management: The Barney Monk Management team consists of Barney Monk officers and others who generally work out of Barney Monk's corporate or regional location(s). Barney Monk Managers are generally involved in decisions which go beyond a specific event, and may involve corporate policies, procedures, and the like.

Client: The person or entity that has requested production services from Barney Monk.

Manager: The Manager is a Barney Monk supervisory employee and is your primary contact. The Manager may work from a local office or at Barney Monk headquarters in Cleveland. Your Manager has primary responsibility for your geographic area and such matters as scheduling, assignments, initial notifications, crew changes, and general Barney Monk policies and procedures.

Crew Lead: The Crew Lead ("Lead(s)") is a member of the crew who handles certain recording and administrative tasks for Barney Monk and reports back to the Manager and Local Union. The Leads are responsible for the supervision of field crews, overseeing all employees on their shifts ensuring that Company policies are followed, safety guidelines are established and met, and tasks are completed up to client standards to accomplish a successful event. A Lead may be assigned to some but not all work assignments. The Leads may have the title of Department Head, Crew Lead, Payroll Steward, Assistant Payroll Steward.

### 1.3 Purpose of the Field Employee Handbook

This Field Employee Handbook ("Handbook") is designed to acquaint you with Barney Monk and to provide you with basic information about our policies and procedures. It is not all-inclusive but is intended to provide you with a summary of our employee policies. It is a guide only and does not, and is not intended to, form an employment contract.

Since no handbook can anticipate every circumstance or question, if you have any questions after reading this Handbook and/or a question arises during a job, you are encouraged to contact your manager.

This edition replaces all previously issued handbooks, policies, procedures, and amendments which may have been issued. The provisions contained in this Handbook may be modified or discontinued by Barney Monk at its discretion and at any time without prior notice. This Handbook and any amendments to this Handbook will be on our website. ALL EMPLOYEES ARE RESPONSIBLE FOR REVIEWING THE CONTENTS OF THIS HANDBOOK AND ANY AMENDMENTS THAT ARE POSTED TO THE WEBSITE.



Your confirmation of acceptance of a work assignment from Barney Monk is an acknowledgment that you have reviewed and are familiar with the most current version of this Handbook and that you agree to fully comply with its terms. The current version of the Handbook is always available to you on the website at <https://BarneyMonk.com/>.

Barney Monk strives to fully comply with all applicable federal, state and local laws. If any portion of this Handbook is found to be in conflict with an applicable law, the applicable law will prevail. Because our employees are located in various regions, each employee is responsible for checking the applicable notices for their jurisdictions for such things as sick time documentation, family leave, etc. which are on the Barney Monk website. In the event you do not see your regions specific policy within this Handbook or on the website, rest assured that we adhere to all laws and are happy to address your questions.

IN ADDITION, BARNEY MONK HAS COLLECTIVE BARGAINING AGREEMENTS WITH A NUMBER OF UNIONS AND IT IS BARNEY MONK'S INTENT TO BE IN FULL COMPLIANCE WITH THOSE AGREEMENTS. IF ANY PART OF THIS HANDBOOK CONFLICTS WITH AN APPLICABLE UNION AGREEMENT, THE HANDBOOK'S PROVISION(S) WILL BE MODIFIED AND APPLIED ONLY TO THE EXTENT IT IS NOT IN CONFLICT WITH THAT UNION AGREEMENT. BARNEY MONK ENCOURAGES ALL UNION EMPLOYEES TO FAMILIARIZE THEMSELVES WITH THE UNION AGREEMENT THAT GOVERNS THEIR WORK FOR BARNEY MONK.

Finally, if any employee does not understand the policies and procedures contained in this Handbook, or has a question or concern that has not been satisfactorily addressed by their manager, the employee is expected to take his or her question or concern to the next level, including Barney Monk Management.

## 1.4 Employment

As an employee, you have the right to choose where you work and to end your employment with your employer for any reason, with or without notice. Your employer also has the same right.

SUBJECT TO THE TERMS OF ANY APPLICABLE UNION AGREEMENT, AS A RESULT, EITHER THE EMPLOYEE OR THE COMPANY MAY TERMINATE EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, REASON OR NOTICE. NEITHER THIS HANDBOOK NOR ANY OTHER DOCUMENTS CIRCULATED TO EMPLOYEES BY BARNEY MONK, INCLUDING ANY AMENDMENTS TO THIS HANDBOOK, NOR ANY VERBAL OR WRITTEN STATEMENTS MADE BY ANY SUPERVISORS OR MANAGEMENT, ARE INTENDED TO CREATE OR TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED.

BARNEY MONK FULLY RESPECTS THE LEGAL RIGHTS OF ITS EMPLOYEES, INCLUDING THEIR RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT, TO ENGAGE IN PROTECTED, CONCERTED LABOR ORGANIZATION ACTIVITIES. NOTHING IN THIS HANDBOOK IS INTENDED OR SHOULD BE INTERPRETED TO PROHIBIT OR LIMIT ITS EMPLOYEES' LEGAL RIGHTS TO PARTICIPATE IN THESE PROTECTED ACTIVITIES, NOR SHALL ANY EMPLOYEE BE DISCIPLINED OR ADVERSELY IMPACTED FOR SUCH PARTICIPATION.

As with any employer, Barney Monk has the right to manage its employees to maintain and improve the efficiency and quality of the work. Barney Monk's managerial rights include, without limitation, the right to determine the size and composition of the workforce, the hours to be worked, and the manner in which the work will be done. Your hours will vary according to the needs of Barney Monk and the demands of the Client. There is no guarantee of assignments or minimum hours per pay period. In



addition, Barney Monk has various insurance policies that may apply to its employees. As such, if Barney Monk obtains any information about a technician that has a negative effect on Barney Monk's insurance coverage or cost of premiums, Barney Monk will verify and confirm the information obtained; Barney Monk reserves the right to take appropriate action based on that information. This section does not apply to Company sponsored health insurance plans or your rights under the Americans with Disability Act, Pregnant Workers Fairness Act, or similar.

## 2. Company Procedures and Expectations

### 2.1 Company Sponsored Health Insurance

The Company provides a health (medical, dental, vision) plan to eligible employees, which allows the employee the option to include spouse/registered domestic partner and other dependents. Dependent coverage is provided at the employee's expense. All regular, full-time employees are eligible to participate in the plan on the first day of the month following their date of hire. Part-time employees' hours will be measured on a 12-month lookback and eligibility is determined by working 1,560 hours that are covered under a Collective Bargaining Agreement with a Taft-Hartley Fund contribution. Hours are measured by aggregating the minimum guaranteed number of hours paid, or the actual hours worked, whichever is greater, AND the actual travel hours recorded (no guaranteed minimum), if applicable.

Eligible employees are provided with a copy of a summary plan description for the employee health benefit plans by the Human Resources Department. Employees and their current legal dependents (at the choice of the employee) must enroll within 30 days of becoming eligible for benefits and any new dependents (including newborns) must be enrolled within 30 days of becoming the employee's legal dependent. Thereafter, proof of insurability of the added dependent(s) may apply as governed by the specific insurance policy.

Changes to an employee's health insurance election may only be made once a year during "open enrollment", unless there is a qualifying event. The plan year follows the calendar year. Open enrollment is every November.

For further details, please see the Notice of Exchange which can be accessed here:

<https://www.dol.gov/sites/dolgov/files/EBSA/laws-and-regulations/laws/affordable-care-act/foremployers-and-advisers/health-insurance-marketplace-coverage-options-complete.pdf>

Termination of employment or a change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for the continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

### 2.2 Workers Compensation

The workers compensation and occupational disease laws of each state or territory cover injury or illness sustained by employees in the course of their employment with Barney Monk. Barney Monk provides workers' compensation at no cost to employees.

This coverage does not provide nonoccupational disability benefits. In addition, neither Barney Monk nor the insurance carrier is liable for the payment of worker's compensation benefits for injuries that arise from voluntary participation in any off-duty recreational, social, or athletic activity.



Barney Monk supports the practice of bringing injured employees back to work, as soon as they are medically able, to a position compatible with any physical restrictions they may have. If you believe you are ready to return to work, you should notify your Manager.

Finally, worker's compensation fraud is a punishable crime. Barney Monk and its insurer have a "zero tolerance" for fraud. If you think you see fraud happening, report it immediately to Barney Monk.

### 2.3 Retirement Plan

The Company is pleased to provide a 401(k)-retirement plan for eligible employees with the convenience of payroll deduction. To be eligible, employees must be at least 21 years of age, have completed one year of employment with the Company and have worked 750 hours during the 12-month measurement period. Work hours that are attributed to work under a Taft-Hartley Plan (typically through a collective bargaining agreement) may not be included in eligibility calculations, or eligible for deferrals. Plan entry occurs only in January and July. Employees who have any questions or need additional information should refer to the plan documents or contact the Human Resources Department.

### 2.4 Expectation of Professional Conduct at Work

Barney Monk expects that all employees will devote their full time, energy and attention at work to their job responsibilities and duties. Barney Monk also expects that its employees will conduct themselves with the highest degree of integrity and professionalism in everything they do for Barney Monk and our Clients, and to treat every person they encounter in the work environment, whether before, during or after their scheduled shift, with the highest level of honesty, courtesy, respect and consideration. This includes not only Clients and fellow employees, but also the participants and spectators at the events we are privileged to cover.

Employees are expected to conduct themselves in a manner that maintains the integrity, impartiality, safety, and professionalism of the workplace. To protect the Company's legitimate business interests, employees must avoid conduct, relationships, or situations, whether occurring on duty or off duty, that create or could reasonably be perceived as creating a conflict of interest, a threat to workplace safety, or an appearance of impropriety. When the Company becomes aware of conduct that, by its nature, raises reasonable concerns about an employee's ability to meet workplace expectations or maintain a safe and professional environment, the Company may review and address the situation even if the conduct occurred away from work and involved nonemployees. This standard applies only to work related risks and does not restrict lawful off duty conduct or protected concerted activity.

Employees must use discretion when participating in or overhearing conversations in the workplace via microphones, cameras, tape machines or monitors. Employees shall treat all such information as confidential to be shared only with co-workers on a need-to-know basis.

Employees will take instruction from their Lead, Manager, or other individual as designated by the Lead and/or Manager. Failure to comply with instructions, or unreasonably delaying compliance, may be considered insubordination and subject the employee to disciplinary action. If the employee disagrees with the instructions, or if there is a conflict between the instructions given by the Lead or Manager and the Client (or individual designated by the Client), the employee is expected to take the concern to the Lead and/or Manager.

In addition, employees are expected to be aware of, and abide by, any specific Client and/or venue policies, rules or regulations, including those that may supersede those of Barney Monk. If any



conflicts arise that cannot be resolved immediately and professionally by the employee, the employee must bring the issue to the attention of his or her Lead and/or Manager.

Finally, employees are not permitted to remove from the worksite any Barney Monk, Client, venue or third-party property, equipment, devices or other assets of any kind without prior permission from the employee's Lead and/or Manager. Any instances of such removal, including but not limited to, theft, vandalism or intentional destruction of any such property will be grounds for disciplinary action, up to and including termination.

## 2.5 Discipline & Discharge

Violation of the Company's policies (including those of any Client), any applicable local, state, or federal laws, or any established procedures may result in disciplinary action, up to and including demotion, transfer, unpaid leave, or termination of employment. While the Company may, at its sole discretion, use progressive discipline depending on the nature and severity of the conduct, the Company is under no obligation to do so. The Company reserves the right to discipline or terminate an employee at any time when workplace rules are violated or when the quality, performance, or value of the employee's work does not meet Company expectations.

When deemed appropriate by management, the Company may issue a verbal warning, followed by one or more written warnings, and, if the conduct does not improve, may proceed to demotion, transfer, unpaid leave, or termination. Management and/or Human Resources may, but are not required to, provide you an opportunity to respond to any disciplinary action. Although the Company strives for consistent enforcement of its policies, it is not obligated to follow any particular disciplinary or grievance procedure. Depending on the circumstances, you may be disciplined or terminated without prior warning or additional process.

Nothing in this handbook alters the terms of any Collective Bargaining Agreement. Employees covered by a CBA are subject to the discipline, discharge, and grievance procedures contained in that agreement.

## 2.6 Employee Integrity

While employees have the benefit of accepting or declining their assignments and also enjoy a great deal of independence while they are on the job, with this independence comes the responsibility of using good judgment in all situations and to treat co-workers, Clients, Barney Monk Management and all those associated with an event with the highest level of respect and integrity. Barney Monk has the right to expect that its employees will be truthful, accurate and forthcoming in all forms of communication, including billing, signing in and out on timesheets, attesting to meal and rest breaks, approved reimbursable expenses, preparing incident reports, giving reasons for absences or tardiness, and anything else related to the job. Any intentional falsifications, misleading statements or misrepresentations of any type (including omitting information that should be communicated), whether written or verbal, and/or failure to disclose relevant information will not be tolerated and will result in disciplinary action.

## 2.7 Client and Public Relations

As an employee of Barney Monk, you are required to treat as private all information concerning Barney Monk and its Client. Employees are prohibited from using or taking advantage of, for your own or another's personal gain, enjoyment, or amusement, any information learned by you during the course of a professional engagement. Employees must not discuss a Client's business with anyone outside of Barney Monk and may only discuss such business with Barney Monk employees who are directly involved with that Client's affairs or the specific professional engagement.



Other than as specifically permitted under law, employees are to decline to be interviewed by the media, the press, or any third party about any matter relating to the professional engagement or our Clients; should make no statements on any matter relating to Barney Monk or our Clients; and should not, in any way, claim to represent Barney Monk's or our Clients' opinion or position. All requests for interviews or comments are to be referred to Barney Monk's President.

Barney Monk's business model and value to its Clients is based, in part, on Barney Monk's sole responsibility for all employment obligations and duties related to Barney Monk's freelance employees. Clients retain Barney Monk to relieve themselves of the administrative burden of dealing with issues such as scheduling, payment of wages and benefits, and disputes. Direct discussions between Barney Monk's employees and Clients on these topics undermine Barney Monk's relationship with its Clients and diminishes the value of the services that Barney Monk provides. Therefore, direct employment related communications, including but not limited to communications relating to administration, work schedules, pay, future assignments and interpersonal disputes of any kind, between individual Barney Monk employees and Barney Monk's Clients are prohibited except to the extent such communications occur during an event and are specifically related to the services being performed during that event.

## 2.8 Credentials

On events that require Crew credentials, employees are permitted access to assigned work areas only. Crew credentials are not to be used for event seating. In general, employees are not permitted in the venue or stadiums unless scheduled to be working in those locations at that time. Employees are permitted in catering areas only when authorized by a Lead and/or Manger, and only during assigned windows of time.

When asked to work on several shows at the same venue, employees may be granted season credentials. Season credentials are not to be used by employees for any reason other than working the event for which they are scheduled. Of course, they are not transferable to an employee's family or friends. Any violation or misuse of any crew or seasonal credential may result in immediate revocation of the credential, a ban against the employee's further access to the area, and possible termination of employment.

## 2.9 Dress Code

Employees are expected to dress appropriately, including safe shoes and clothing that are suitable for a live event venue. Generally, plain black clothing, without logos or other adornment, is expected. High heels, sandals, or offensive attire are prohibited. Inappropriate attire as determined by the Client or venue is also prohibited.

### Appropriate Attire/Appearance for Field Employees

Unless directed otherwise:

- Black pants. (Must be free of rips, tears, and fraying; may not be excessively tight or revealing)
- Blue jeans are not permitted.
- Black polo collar shirt or t-shirt. (No logos, pictures, decals, profane or derogatory language)
- All long hair tied neatly and tightly back.
- If permitted by management: Black shorts (no more than 3" above the knee, no biker shorts or spandex)
- Show Calls: May require dress blacks. Generally, nice black dress pants, a black polo, or a white collared button-down shirt are required. Occasionally, a client may require employees to dress in a full suit. Dress shoes instead of work boots may be permitted. Do not assume this is



- the case for all show calls; check with scheduling to confirm the dress code for each show call.
- If rigging, always come prepared with a harness or notify the Manager in advance that you need one provided.
  - Work appropriate shoes.
  - Wear high-vis vests when you're operating around machinery, under riggers, or in dark areas.
  - Consider wearing gloves and/or knee pads.

Appropriate attire will vary depending on the type of work being performed. Check with your Manager if you are unsure of your position's dress code expectations. Some requirements may be changed at Barney Monk Management's discretion, depending on the weather, client, and type of event. If non-standard dress is permitted, recommended, or required for a particular event, the Lead and/or Manager will inform you.

Any worker using an employer provided PPE of any sort, must sign these items out and back in again on every call. Failure to do so will result in discipline up to and including termination.

### Inappropriate Attire/Appearance for Field Employees

- Tank tops, muscle shirts, spaghetti straps, tube tops, crop tops, or halter tops.
- Tops that show any part of your belly, sides, cleavage, or undergarments.
- Casual shorts, leggings, jogging, or sweatsuits/pants.
- Spandex of any kind.
- Dirty, ragged, un-groomed, sagging, torn, holey, profane language, sexually provocative, revealing, and see-through clothing.
- Barney Monk reserves the right to require that facial jewelry and distracting visible body jewelry be removed during work hours. Barney Monk may also require visible tattoos to be covered up. Excessive or large jewelry (on the body, face, or clothes) is not permitted, as it could become a safety hazard and should be removed.
- Any other attire or appearance that Barney Monk deems inappropriate to the type of work being performed.

Employees who are unclear about our dress and appearance guidelines are encouraged to consult with their Manager. If an employee reports to work in questionable attire/appearance, a notification, discussion, or written warning will occur with the employee to advise and counsel them regarding the dress code policy. Depending upon the circumstance, the employee may also be sent home (without pay, if permitted by applicable law), and directed to return to work in the proper attire. Continued or frequent departures from these guidelines will not be permitted and employees who appear for work inappropriately dressed or groomed may be immediately sent home and disciplined up to and including termination.

Nothing in this policy or any related guideline is intended to discriminate against an employee's religious beliefs, practices, disability, race, or any other basis protected by applicable law. Barney Monk values diversity and inclusion and prohibits racial discrimination based on an employee's hair texture or hair style. Employees needing an accommodation based on religious beliefs or practices, disability, race, or any other basis protected by applicable law can contact Human Resources.

### 2.10 Attendance and Punctuality

Because of the time sensitive nature of live events, employees are expected to be present and ready for work at the time scheduled. In the event of unforeseen circumstances that prevent you from being present at your assigned location at the designated time, you should alert the appropriate Union personnel and/or Barney Monk as soon as possible. Although Barney Monk recognizes that there are



circumstances that may arise affecting your ability to fulfill your assignment, tardiness and/or cancellations are factors considered by Barney Monk in making assignments and may result in disciplinary action.

In the event that an employee is late, they may be replaced with another qualified employee. In the cases of employee tardiness greater than fifteen (15) minutes, or if the employee leaves early for any unauthorized reason, employees will be paid actual time worked, rounded to the nearest 15-minute increment.

## 2.11 Payroll and Overtime

Barney Monk's work week is Monday through Sunday. Any overtime pay is governed by the applicable union agreement and applicable law. If no union agreement is in effect, then applicable state law or industry standards will be used.

Paychecks are currently issued once per week, typically on Friday. Direct Deposit is available for employees during onboarding or at a later date if requested.

Mandatory deductions from paychecks include:

- Federal and state income taxes (based on an individual's W-4 filing status which may be changed at any time by filing a new W-4 form);
- Social Security taxes; and
- Medicare taxes.

Other Payroll Deductions (such as union dues, assessments, hire fees, etc.) may be provided for at the discretion of Barney Monk.

Final paychecks will be provided at the earlier of the next regularly scheduled pay day or on the date required by state statute. Pay Advances are not provided by Barney Monk.

**Overtime.** Employees are required to manage their work schedules and are not allowed to accept work which would schedule them into short turn-around, daily overtime (if required by local jurisdiction) and/or weekly overtime (over 40 hours in a workweek) without prior written approval from the Manager.

If the employee receives written approval, the employee is responsible for telling the Lead of their applicable overtime status, upon sign-in for each applicable shift.

Failure to obtain pre-approval or notify the Lead upon sign-in of the applicable shift may result in disciplinary action up to and including termination.

**Wage statements.** When the information that can be displayed on a paystub is limited, the Company will issue a supplemental wage statement to provide the additional required earnings details for the prior pay period. Supplemental wage statements are made available through Paylocity on an as-needed basis. Employees should review these statements and contact Payroll with any questions.

## 2.12 Cancellations by Barney Monk

If Barney Monk cancels an employee's assignment for any reason, the compensation due to that employee will be in accord with the applicable union agreement, or as governed by industry standards in the market area.



**Force Majeure Event** - In the event that operations are temporarily curtailed in whole or in part as a result of a Force Majeure, neither the Company nor the Client shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, strikes, wars, riots, or events which frustrate the purpose of the client contract or make it impractical to continue operations. A Force Majeure Event means an event that is beyond the Company's and/or Client's reasonable control and that by the exercise of reasonable diligence is unable to prevent or overcome, including, without limitation: (i) acts of God; (ii) natural disasters, including but not limited to fires, floods, lightning, earthquakes, hurricanes, tornadoes, blizzards, windstorms, and other severe or extreme weather events, and warnings of any of the foregoing that may necessitate evacuation or other safety measures that significantly impact normal business operations; (iii) epidemics, pandemics, quarantines, widespread contagion, illness, or disease, including but not limited to COVID-19; (iv) government orders, actions, or restrictions; (v) national or regional emergencies; (vi) war, whether actual or threatened and whether conventional or otherwise; (vii) invasion or hostilities, whether or not war is declared; (viii) terrorism, sabotage, and threats of terrorism or sabotage; (ix) insurrections, riots, threats of violence or harm, or other civil disturbance or unrest; (x) military action; (xi) explosions or accidents; (xii) telecommunication breakdowns; (xiii) power outages or shortages and other public utility failures; (xiv) malware, phishing, ransomware, denial-of-service attacks, or other cybersecurity attacks; (xv) strikes, labor stoppages or slowdowns, lockouts, or any other labor or industrial disturbance; (xvi) the inability to obtain or a delay in obtaining necessary supplies of adequate or suitable materials; and xvii any other event or circumstance beyond the reasonable control of the Company and/or the Client whether similar or not to the foregoing events.

### 2.13 Holidays

Holiday rules vary by the market and applicable union agreement.

### 2.14 Breaks and Meals

Meals and breaks are controlled by the applicable union agreement, including when payments are due and the requirements for approval of missed meals (unless required to be applied differently by federal, state and local laws). In non-union markets, industry standards for meal breaks will be applied, in accordance with applicable federal, state and local laws.

### 2.15 Short Turn-Around

The turn-around times, including what constitutes sufficient turn-around time, varies by market and the applicable union agreement.

### 2.16 Sick Time Absences

Barney Monk recognizes that our employees may need days off from work to address medical issues affecting themselves or their family. This policy describes the procedure all employees should follow if they anticipate an absence in the future, become sick while on the job, or have already had to be absent from their assigned shift. This policy applies to all Barney Monk employees and is limited only by the legal guidelines that apply to sick time usage and pay, such as a local Jurisdiction paid sick leave law or FMLA. Absences from work may be addressed in the employee's applicable collective bargaining agreement. In addition, under certain circumstances, depending on the particular state or city in which an employee is based, an employee may have paid sick time available. Because each state's and/or city's ("Jurisdiction") laws vary, you must review the statutes and/or ordinance of the Jurisdiction that pertains to you. This information is available through Barney Monk's website at <https://BarneyMonk.com/>. The specific law will describe the rights and obligations that pertain to both



you and Barney Monk. All provisions below are intended to be compliant with a Jurisdiction's paid sick leave law and where there is a conflict, the Jurisdiction's law will be followed.

Accrual of Sick Time: In those Jurisdictions with applicable paid sick leave laws, sick time will be accrued and carried over from year to year pursuant to those laws.

Usage: Except as limited by a Jurisdiction's laws, if an employee is unable to work because of his/her own or a family member's medical issue, the employee is expected to abide by the procedure described here.

Procedure: When employees are going to be absent from their shift because they are sick, they should notify their Lead and/or Manager as soon as possible in advance, either through email, text or by telephone. Employees are required to use their best judgment on the person to be contacted and the form of notification if the absence will occur within twenty-four (24) hours of an assignment. Wherever possible, employees are expected to schedule routine appointments, such as those with doctors, dentists, counselors, and the like, so as not to disrupt assignments already made.

Under certain circumstances, employees may be requested to submit a physician's note or other medical certification, such as, among other reasons, an absence of more than three (3) consecutive scheduled shifts or when, in Barney Monk's reasonable discretion, a pattern emerges concerning when sick time is requested or taken. Details of the medical reason for the absence(s) will not be requested from either the employee or the employee's health care provider. In addition, all sick time notices will be treated with discretion and in compliance with applicable privacy laws.

Paid Sick Leave may also be used should you be injured on a job and need to leave a call early. Follow the same reporting instructions and you will be paid the balance between the time you actually worked and what you would have worked had you not needed to leave due to injury, out of your sick leave balance.

Violation of this policy and/or abuse of a jurisdiction's sick leave laws, may result in disciplinary action up to and including termination.

## 2.17 Signing In and Out

Each employee must personally sign in and out with the exact times he or she actually arrives at the jobsite, regardless of the call time or hours scheduled. The sign out time is the time you actually are done working, not necessarily the time originally scheduled. If an employee is approved to be paid beyond his or her scheduled end time, it must be noted on the Sign In / Sign Out Sheet along with the name of the Manager, Lead, and/or Client, or person who authorized the additional time. On the Sign In / Sign Out Sheet, employees are also responsible for noting any missed meals, parking, short turnaround times, as well as any other unusual circumstances affecting the event, such as assignment/rate adjustments and the like, which will then be verified by the Manager and Lead.

Employees are not permitted to have someone else enter anything on the Sign In / Sign Out Sheet on their behalf. If there is an emergency that prevents the employee from personally entering information on the timesheet (such as the employee having to leave the jobsite early), the employee should provide the appropriate information to the Lead and/or Manager in writing either at that time or at as soon as reasonably possible.

For a number of reasons, including accurate record keeping and Barney Monk insurance, it is important that Barney Monk employees correctly report their actual time of arrival and time of departure from an



event venue. We recognize that this is usually not the same as the scheduled call time or the scheduled quitting time. So, by way of example, if the employee was originally scheduled to work until 7:00 p.m. but is dismissed at 5:00 p.m., the sign out time the employee should report is 5:00 p.m., not 7:00 p.m. The employee's compensation and all pay calculations, including minimum calls, holiday pay, and the like, will be calculated by Barney Monk Management in accord with the applicable CBA or local practice. So, in this example, even though the technician was dismissed at 5:00 p.m., the technician will be compensated through 7:00 p.m if required by the minimum call time.

## 2.18 Lead Procedure

The Lead will receive the crew list and contact information from the Local Union prior to the event. The Lead will make sure all employees are present at the call time listed. If an employee has not arrived by the scheduled call time, the Lead will attempt to reach the absent employee by phone. If the absent employee cannot be reached, the Lead will call the Union Local to obtain a replacement for the absent employee. At the end of the event, the Lead is responsible for ensuring that all employee information has been received by Barney Monk via the Sign In / Sign Out sheet so that Barney Monk can bill its client, and the employees can be accurately compensated. If the Lead spots any issues with the information submitted by the Employee, the Lead is expected to advise the Manager of those issues. However, the Lead is not responsible for filling in missing information or changing incorrect information that has been submitted by the individual technicians. Any deviations related to signing in or out should be discussed with the appropriate Manager.

## 2.19 Expenses

Barney Monk will reimburse employees for pre-approved expenses when the Employee notifies the Manager of the expense amounts via email within 24 hours of completion of the event. The receipts for those expense amounts are to be submitted via email within 24 hours of the event. Submitting expenses that were not pre-approved, may result in disapproval of the expense and the Employee may not be reimbursed for the expense.

## 2.20 Changes in Personal Data/Payroll

Each employee has the responsibility to timely inform Barney Monk of any changes in his or her personal data, such as telephone number, address, emergency contacts, email address, banking (for direct deposit) and the like.

Employees should use the Tempworks system to update their demographic information. Barney Monk employees need to contact the company to update:

- Direct Deposit and banking information
- W-4 form
- State Tax setup

If you need to make any changes to your tax elections, you should contact Barney Monk directly at [payroll@barneymonk.com](mailto:payroll@barneymonk.com) or call 216-672-4288.

## 2.21 Wage Garnishment

A wage garnishment gives an employee's creditor the right to collect part of the employee's pay directly from the employer. Although Barney Monk does not wish to become involved in an employee's private matters, Barney Monk is required by law to comply with any court order concerning garnishments. If a wage garnishment action occurs, the employee should be aware of it before Barney Monk is contacted. Barney Monk will nonetheless attempt to contact the employee before the garnishment begins.



## 2.22 Training

Employees may be required to attain or participate in, and satisfactorily complete, various training programs, such as those related to safety as referenced below. Employees will be notified of such requirements.

## 2.23 Safety

Barney Monk employees will fully comply with the requirements and regulations of the Occupational Health and Safety Administration (OSHA), and applicable state or local regulations. Safety manuals, training, and other safety related information are provided to employees regularly. All employees are expected to complete required safety training and requirements set forth by OSHA or other governing entities.

Most importantly, each employee must use common sense and good judgment, and practice safety in the workplace. It is your responsibility to ensure safety and limit risks to yourself, fellow employees and the public. If you believe you are in an unsafe situation, you are required to stop working and immediately report the unsafe situation to your Lead and Manager.

## 2.24 Accident Report

Any employee injured while working must notify their Lead and Manager immediately. The Lead and/or Manager and employee must complete an Accident Report, specific to the state in which the accident occurred. The form must be submitted to the Manager within 24 hours of the incident. Contact staff at [Barney Monk](https://BarneyMonk.com/) for a copy of the state-specific form. Additionally, a link to the form is posted on the <https://BarneyMonk.com/> website. As a precaution against further incidents, employees must report all accidents or injuries, even if medical attention is not sought at the time.

## 2.25 Equipment Safety/Damage

All equipment that requires set up for an event must be double-checked for safety before use. You must also protect, and double check for safety, all equipment before leaving it unattended.

Barney Monk is insured and responsible for production equipment that is damaged while in Barney Monk's custody and control as a direct result of an act by Barney Monk or its employees. Of course, employees have primary responsibility for the equipment that they are using and must ensure that all equipment is checked out, checked in, and inspected for damage. If any equipment is damaged, the employee using, or who discovers the damage, is required to complete an Incident Report using the following procedure below:

Completion of Incident Report: Employees who damage, or discover damage, to equipment while in their use must complete an Incident Report. The Incident Report must be completed and signed by the Lead who was on-site at the time of the damage or discovery. Photographs depicting the damage must be included with the Incident Report.

If the Incident Report is completed by someone else because the claimed damage occurred or was discovered by someone other than an Barney Monk employee, such as the Client, employees may be asked to review and sign the completed Incident Report; you may make comments on the report if desired. You may also "opt out" of signing the report by checking the box next to "Technician Opt Out".

Preliminary Notification and Submission of Reports: Preliminary notification and a summary of the damaged equipment must be emailed to Barney Monk Management at [hr@allsharedservices.com](mailto:hr@allsharedservices.com) or by fax to (630) 792-9900 within forty-eight (48) hours of discovery or completion of the event, whichever is



sooner. The completed Incident Report, containing all required information, should then be submitted to Barney Monk Management, with appropriate backup documentation, within seven (7) days of the damage. Upon receipt, Barney Monk will promptly evaluate the claim for consideration of coverage.

The Barney Monk employee involved, if known, should be noted on the Incident Report and asked to sign where indicated. If the employee opts out of signing the Incident Report, the employee's name and contact information should still be included.

## 2.26 Care of Equipment

You are responsible for all equipment entrusted to you. At the start of every shift, you must carefully examine all of the equipment you will be using, regardless of whether it comes out of cases packed by the venue or Client, or has been set up by someone else on a previous show. Any questions or problems you have regarding equipment must be reported to the Lead or Manager. All damaged equipment or missing supplies must be brought to the attention of the Lead immediately and should also be reported to the Manager. The Manager will follow up with the appropriate incident report paperwork via email.

You may be precluded or suspended from working for Barney Monk on future events if equipment is lost or damaged because of your negligence. This is referred to as an "Equipment Suspension." The duration of the Equipment Suspension will be at Barney Monk's sole discretion and will vary according to the circumstances involved, such as the value of the damaged or lost equipment, as well as the cause of the damage or loss of equipment. The employee will not be paid during this Equipment Suspension nor will the normal work cancellation policy apply.

While working, employees may not use any equipment, including but not limited to, telephones, fax machines, laptops/tablets/computers, networks, and/or the internet for any purpose unless pre-approved by Barney Monk and/or the Client.

All outside software and data must be pre-approved by the Manager before being installed or operated on Company, Venue, or Client property and/or equipment.

## 2.27 Personal Communication Devices, Internet Usage and Other Distractions

Most employees possess at least one, and often more, personal electronic devices, many of which our employees carry all the time. Use of these devices while on duty can be disruptive, decrease productivity and sometimes create safety hazards because the users are distracted. Therefore, this policy describes Barney Monk's position on the use of any and all personal electronic devices, including but not limited to cell phones, smartphones, Apple watches, iPods, iPads, laptops and desktop computers, whether owned by Barney Monk or the individual employee.

Personal electronic devices, such as cell and smart phones, may not be used for personal reasons during working hours. In case of emergencies during a job, personal cell/smart phones may be kept on the "silent" or "vibrate" mode and should be used only in the case of emergencies or when required to send or receive information related to the job. In the case of an emergency, employees must notify the Lead and Manager immediately, assure that another employee is available who can "cover" and then take the call outside the work area. Of course, all employees are expected to comply with any and all laws pertaining to use of electronic devices while driving.

Employees are expected to use the internet responsibly and only for business-related purposes. This also applies to the use of Barney Monk's email system. Computers and emails are the property of the



Client or Barney Monk and Barney Monk has the right to monitor internet traffic, as well as monitor and access data that is composed or received through Barney Monk's online connections.

If any employee is unsure of the type of internet usage and/or use of electronic devices that is acceptable, the employee should seek guidance from their Supervisor or Manager. Failure to comply with this policy may result in disciplinary action, including but not limited to suspension and termination.

Barney Monk does not own the content we have been hired to produce for our Clients. Therefore, employees, freelancers, contractors, and anyone else retained by Barney Monk are never permitted to use personal devices to photograph, text, blog, email, phone, or otherwise record, publish, or broadcast any content (including scores, updates, news, or similar matters) from events.

The use of wearable recording devices, including but not limited to Meta Glasses and similar technology, is strictly prohibited. Such devices pose significant risks to privacy, confidentiality, and intellectual property by enabling the concealed recording of company and client property, events, individuals, and venues. This policy applies to all employees, whether working on-site, remotely, or at client locations.

Additionally, Employees may not record or transmit audio or video of internal work meetings, including through home security devices capable of capturing sound, without express written authorization.

Finally, all employees should be sure that their own personal insurance policies cover the loss or theft of any personal property brought to the worksite. Barney Monk assumes no risk for any loss or damage to an employee's personal property.

## 2.28 Phone Access and Company Equipment

All electronic systems and equipment provided by Barney Monk, including but not limited to, computers, telephones, cell phones, the internet, networks, data storage and communication systems ("Company Electronics") are for business use only. Company Electronics, including the data contained within the electronics, will at all times remain the property of Barney Monk, and Barney Monk retains the right to monitor, inspect or replace any Company Electronics at any time. Use of Company Electronics for personal use, including texting, emails, social networking and phone calls, is strictly prohibited unless approved in advance by Barney Monk Management.

## 2.29 Use of Personal Equipment

The Company is committed to providing all necessary broadcast equipment for every production. To maintain technical integrity and safety standards all broadcast equipment used by employees must be provided by the Company's clients, vendors, or an authorized third party. Employees are strictly prohibited from bringing or utilizing personal broadcast equipment during an event, including but not limited to cameras, lenses, audio gear, monitoring equipment, or specialized cabling.

In circumstances where specialized broadcast equipment is required, personal equipment may be utilized if it is pre-approved and the employee enters into a Vendor Agreement with the Company prior to the event.

## 2.29 Consent to Receive Business-Related Communications

As part of your ongoing employment with the Company, you consent to receive business-related communications, including text messages, at the number and device you provided during onboarding. These communications may include updates about work status, job assignments, scheduling, company



policies, or other operational matters. You understand that standard message and data rates may apply. You may update your contact information or opt out of these communications at any time by contacting Human Resources, and opting out will not affect your employment status.

### 2.30 Smoking

Smoking, including electronic cigarettes, is permitted only within venue designated smoking areas during breaks and in accordance with state and local laws and venue policies.

### 2.31 Food and Drink

Because of the potential for damage caused by spilled food and beverages, only bottled water is generally permitted inside venues. Other rules pertaining to food and drink, as established by the venue, also apply.

### 2.32 Photography & Recording

The Employee voluntarily grants the Company permission, a non-exclusive, royalty-free, perpetual license, to photograph, record, or otherwise capture their image, likeness, voice, or performance in connection with Company activities, training, promotional materials, websites, marketing efforts, or for any other legitimate use (“Media”) as determined by the Company without payment or any other consideration.

An Employee may revoke this release at any time by providing written notice to the Company’s Human Resources department. Revocation shall apply solely to future uses of Employee’s likeness and shall not require removal of materials published, distributed, or archived prior to the date of revocation. The company shall make reasonable efforts to prevent further publication or distribution following receipt of such notice, consistent with applicable law. This does not limit Company’s use for compliance, recordkeeping, or internal archival purposes. Except as directed by work duties, under no circumstances are employees permitted to record telephonic or video conversations without applicable consent from all parties.

## 3. Company Policies

### 3.1 Equal Employment Opportunity

We are dedicated to the principles of equal employment and are committed to providing a work environment that is free of discrimination of any kind.

Barney Monk provides equal employment opportunities to all employees and applicants for employment and does not discriminate with regard to race, protected hair styles associated with race, color, religion, gender, sexual orientation, gender identity or expression, personal appearance, family responsibilities, political affiliation, matriculation, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran, or any other characteristic protected by applicable federal, state, or local laws. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training. Applicants and employees will be considered solely on the basis of merit and their ability to perform.

### 3.2 Preventing Harassment, Discrimination and Retaliation Policy

Barney Monk is committed to providing a professional work environment free from discrimination and harassment, including discrimination and harassment based on a protected category, and an



environment free from retaliation for participating in any protected activity covered by this policy. Barney Monk is committed to providing equal employment opportunities to all employees and applicants for employment. Accordingly, we have adopted and maintain this anti-discrimination policy designed to encourage professional and respectful behavior and prevent discriminatory and harassing conduct in our workplace. We will implement appropriate corrective action(s), up to and including formal discipline, in response to misconduct—including violations of Barney Monk’s anti-discrimination policy—even if the violation does not rise to the level of unlawful conduct.

It is Barney Monk’s policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. Such conduct will not be tolerated by Barney Monk.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Barney Monk will take all reasonable steps necessary to prevent and eliminate unlawful harassment. All employees are expected to assume responsibility for maintaining a work environment that is free from discrimination, harassment and retaliation. Employees are encouraged to promptly report conduct that they believe violates this policy so that we have an opportunity to address and resolve any concerns. Managers and Leads are required to promptly report conduct that they believe violates this policy. We are committed to responding to alleged violations of this policy in a timely and fair manner and to taking appropriate action aimed at ending the prohibited conduct.

### Applicant/Employee Rights

- The right to a discrimination, harassment, and retaliation-free work environment.
- The right to file a complaint of discrimination, harassment, or retaliation. Employees are encouraged to report inappropriate conduct immediately and, whenever possible, to put the complaint or concern in writing.
- The right to a full, impartial and prompt investigation by an Barney Monk representative or designee into allegations of conduct that would violate this policy.
- The right to be timely informed of appropriate information related to the outcome of an investigation either as a complainant or a respondent in the investigation.
- The right to be represented by a person of the complainant’s choosing at each and all steps of the complaint process.
- The right to be free from retaliation or reprisal after filing a complaint or participating in the complaint process.
- The right to file a complaint directly with the federal Equal Employment Opportunity Commission or other appropriate state or federal agencies, or to file a civil action in the appropriate court.

### Scope of Protection

This policy applies to Barney Monk applicants and employees (co-workers and managers). As used in this policy, the term “employee” includes contractors and volunteers in our workplace. In addition, this policy extends to conduct with a connection to an employee’s work, even when the conduct takes place away from Barney Monk’s premises, such as a business trip or business-related social function.



## Conduct Prohibited by This Policy / Definitions

### Harassment:

As used in this policy, harassment is defined as disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on any of the protected categories listed above. Harassment can be verbal (such as slurs, jokes, insults, epithets, gestures, or teasing), visual (such as the posting or distribution of offensive posters, symbols, cartoons, drawings, computer displays, or emails), or physical conduct (such as physically threatening another person, blocking someone's way, making physical contact in an unwelcome manner, etc.).

### Sexual Harassment:

As used in this policy sexual harassment is defined as harassment based on sex or conduct of a sexual nature, and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity or gender expression. It may include all of the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into two types:

1. Hostile Work Environment Sexual Harassment - Conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile or otherwise offensive working environment. Examples include:
  - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails or gifts.
  - Sex, gender or sexual orientation-related comments, slurs, jokes, remarks or epithets.
  - Leering, obscene or vulgar gestures or making sexual gestures.
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - Impeding or blocking movement, unwelcome touching or assaulting others.
  - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual.
2. Quid Pro Quo Sexual Harassment ("this for that")
  - Submission to sexual conduct is made explicitly or implicitly a term or condition of an individual's employment.
  - Submission to or rejection of the conduct by an employee is used as the basis for employment decisions affecting the employee.

### Discrimination:

As used in this policy, discrimination is defined as the unequal treatment of an employee or applicant in any aspect of employment, including discrimination based solely or in part on the employee's, or applicant's, protected category. Protected categories include: race, color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, gender expression, age (40 years and over), sexual orientation, veteran and/or



military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or applicable state statute, domestic violence victim status, political affiliation, and any other status protected by state or federal law. Discrimination includes unequal treatment based upon the employee or applicant's association with a member of these protected classes.

Discrimination may include, but is not necessarily limited to: hostile or demeaning behavior towards applicants or employees because of their protected category; allowing the applicant's or employee's protected category to be a factor in hiring, promotion, compensation or other employment related decisions unless otherwise permitted by applicable law, and providing unwarranted assistance or withholding work-related assistance, cooperation, and/or information to applicants or employees because of their protected category.

### Retaliation:

As used in this policy retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

Adverse employment action is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include but are not limited to: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion because of reporting a violation of this policy; harassing another employee for filing a complaint; denying employment opportunities because of making a complaint or for cooperating in an investigation; changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace; treating people differently such as denying an accommodation; or not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

### Addressing and Reporting Violations

Any employee or applicant who experiences or witnesses behavior that they believe violates this policy is encouraged to immediately tell the offending individual that the behavior is inappropriate and, if they feel comfortable doing so, to tell the offending individual to stop the behavior. The applicant or employee should also immediately report the alleged violation to their Manager or the EEO Officer. There is no chain of command when contacting the EEO Officer; an individual does not need manager approval to do this. If the alleged offender is the employee's manager, the employee should report the conduct to any other manager or the EEO Officer. A complaint may be brought forward verbally or in writing. Written complaints can be made using the EEO Complaint Form (attached to this Handbook).

Managers who learn of any potential violation of this policy are required to immediately report the matter to the EEO Officer and must follow that officer's instructions as to how best to proceed.

Barney Monk will promptly look into the facts and circumstances of any alleged violation, as appropriate. Even in the absence of a formal complaint, Barney Monk may initiate an investigation where it has reason to believe that conduct that violates this policy has occurred. Moreover, even where a complainant conveys a request to withdraw their initial formal complaint, Barney Monk may continue the investigation to ensure that the workplace is free from discrimination, harassment and retaliation.



Anonymous complaints will also be investigated. The method will depend on the details provided in the anonymous complaint. If the complaint is sufficiently detailed, the investigation may be able to proceed in the same manner as any other complaint. If the information is more general, Barney Monk may need to do an environmental assessment or survey to try to determine if misconduct has occurred. All investigations will be fair, impartial, timely, and completed by qualified personnel.

To the extent possible, Barney Monk will endeavor to keep the reporting of the applicant or employee's concerns confidential; however, complete confidentiality cannot be guaranteed when it interferes with Barney Monk's ability to fulfill its obligations under this policy. All employees are required to cooperate fully with any investigation. This includes, but is not limited to, maintaining an appropriate level of discretion regarding the investigation and disclosing any and all information that may be pertinent to the investigation. Upon completion of the investigation, if misconduct is substantiated, Barney Monk will take appropriate corrective and preventive action calculated to end the conduct up to and including formal discipline where warranted.

Contact information for Barney Monk's EEO Officer is:

Kelly Hammonds  
Director of People Operations  
Barney Monk, LLC.  
2050 Finley Road – Suite 80  
Lombard, IL 60148  
(866) 992-1115  
[hr@allsharedservices.com](mailto:hr@allsharedservices.com)

### Corrective Action Guidelines

Barney Monk will take appropriate corrective action(s) up to and including formal discipline against any employee(s) when an investigation has found that misconduct occurred. Such corrective action(s) may include, but are not limited to, letters of reprimand, suspension, demotion, or termination. Additionally, depending on the nature of the violation, civil liability could be imposed on the violator as well as Barney Monk.

### The EEOC, Analogous State and Local Agencies and Law Enforcement

Job applicants and employees who believe they have been unlawfully harassed, discriminated or retaliated against may file a complaint with the EEOC, which enforces Title VII of the 1964 Civil Rights Act and other federal anti-discrimination laws. The EEOC has the authority to endeavor to end unlawful employment practices it determines to have occurred by conference, conciliation, or persuasion, as well as the authority to seek remedies on behalf of employees or job applicants, including back pay and other monetary damages, fines, and orders relating to hiring or reinstatement, promotion, and/or changes to an employer's policies or practices. For more information, please contact the EEOC at [www.eeoc.gov](http://www.eeoc.gov).

In many states and cities there are government agencies that are analogous to the EEOC. These agencies are charged with enforcing state and/or local anti-discrimination laws, and usually have authority similar to the EEOC. For more information, please contact the government agency in your city and state, which contact information can be found on the Internet.

In addition to reporting conduct to federal, state, and/or local agencies, aggrieved individuals may also file private lawsuits in state and/or federal courts to enforce the protections afforded to them under the laws that prohibit unlawful harassment, discrimination, and retaliation. Finally, certain conduct that may



violate this policy may also violate state or local criminal laws, including conduct that involves unwanted touching (whether of a sexual nature or not), coerced confinement, or coerced sex acts. Under such circumstances, you may also file a complaint with your local police department.

**Additional policy provisions and postings are contained in the individual state sections of the Barney Monk website. All employees are required to review these documents for their individual state and/or the state in which they are working.**

### 3.3 Americans with Disabilities Act

Barney Monk complies with all federal and state laws concerning the employment of people with disabilities and acts in accordance with regulations and guidance issued by the Equal Employment Opportunities Commission. It is our intention not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training, and other conditions and privileges of employment.

Barney Monk will reasonably accommodate qualified individuals with disabilities so that they can perform the essential functions of a job unless doing so causes a direct threat to those individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation, and/or if the accommodation creates an undue hardship to Barney Monk. It is your responsibility to notify your Manager or Human Resources if you are in need of an accommodation. Upon doing so, Human Resources may ask for further input from you on the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, the Company may need additional information from your physician or other medical or rehabilitation professionals.

### 3.4 Workplace Violence Prevention Policy

Barney Monk does not tolerate violent behavior or the threat of violent behavior against anyone in the workplace, whether directed against other employees, Clients, the facility, spectators, or any other third party. Violent behavior includes, but is not limited to, any act or threat of physical, verbal or psychological aggression, and/or the destruction or abuse of property by an individual. Threats may come in many forms; they may be veiled, or conditional threats (e.g., I will harm you if you don't do something), and they may be written or verbal. However, both violence and the threat of violence result in intimidation, harassment, and endangerment of the safety of other people and property and, as such, will not be tolerated.

To provide a safe workplace for our employees and to provide a comfortable and secure atmosphere for our customers and others with whom we do business, the Company will not tolerate any violent acts or threats of violence.

**On Company or Client premises:** Any employee who commits or threatens to commit any violent act against any person while on Company premises will be subject to immediate termination. The Company premises includes our roadways and parking lots.

**Off Company or Client premises:** Any employee who, while engaged in Company business off the premises, commits or threatens to commit any violent act against any person will be subject to immediate termination. Even when off the premises and not involved in Company business, an employee who commits or threatens to commit a violent act against another person will be subject to immediate termination, if that threat or violence could adversely affect the Company or its reputation in the community.

**Reporting/investigation procedure:** Any employee who is threatened with or subjected to violence, or who becomes aware that another individual has been threatened with or subjected to violence, should immediately notify the Crew Lead, Manager or Human Resources. Employees are



urged to take all threats seriously. Reports of threats or violence will be carefully investigated; employee confidentiality will be maintained to the fullest extent possible; and, when necessary, appropriate action taken to insure the continued safety of our employees and the public. In addition, if the Crew Lead or Manager has a reasonable belief that an employee may be a danger to himself or herself, or to others, the PDER or Crewing Manager has the right to immediately remove the employee from the workplace.

Possession of fireworks, a firearm or other weapon of any kind is strictly prohibited anywhere in the workplace, including any adjacent facilities.

### 3.5 Anti-Bullying Policy

Barney Monk will also not tolerate acts of bullying that impact Barney Monk's employees, the performance of their job responsibilities, or Barney Monk's business interests.

Workplace bullying is defined generally as an intentional abusive act that is threatening and causes physical, psychological, or emotional harm to another and/or causes harm to Barney Monk because the bully's personal agenda interferes with Barney Monk's legitimate business interest of fostering a positive work environment. The victim may be, but is not always, close to the bully because of the nature of their relationship, such as supervisor to subordinate or co-worker to co-worker.

Workplace bullying can be verbal, nonverbal, or through electronic means such as social media, text or email. Examples of bullying behavior include, but are not limited to the following:

- Words or conduct that are intimidating, abusive or humiliating to another person;
- Words or actions that interfere with Barney Monk's legitimate business practices, such as scheduling and assignments, with the intent of manipulating, interfering with, or preventing a victim or other employees from accepting an assignment or properly performing their work;
- Verbal abuse;
- Stalking; or
- Attempts to control or influence the victim's job, career, income, or health through the use of intimidation, coercion, humiliation, interference, or abuse.

Employees who believe they are the target of bullying or subjected to behavior prohibited by this Anti-Bullying Policy, or who have observed any such behavior, are **required** to report the incident to their Lead and Manager as soon as possible. If you feel you cannot go to these individuals, you should report the violation to Barney Monk Management. The report will be investigated and appropriate action taken. Any violation of this policy, including engaging in workplace bullying or failure to report bullying, may result in disciplinary action, up to and including termination.

### 3.6 Motor Vehicle Driving Checks Policy

This policy applies to all employees who operate a personal, rental, client provided, or company provided vehicle while performing work for the company. Driving on Company business is a privilege that may be limited or revoked at any time based on safety, insurability, or compliance considerations. Failure to comply with this policy may result in disciplinary action up to and including termination.

**Compliance with Laws and Safe Driving Expectations.** Employees must comply with all applicable traffic, safety, and criminal laws while driving on company business. This includes mandatory seatbelt use and all restrictions on the use of cell phones or electronic devices. Employees must not consume alcohol, illegal drugs, or any substance that could impair safe vehicle operation. In states where certain substances are legal for off duty use, the company prohibits only on duty impairment or possession. Employees may not transport non-employees, conduct personal business, or relinquish control of a vehicle while driving on company business unless an emergency requires it or advance approval is



granted by a supervisor or manager.

**Personal Vehicles and Insurance Requirements.** Employees driving their own vehicles to and from a worksite are engaging in personal commuting and must rely on their own automobile insurance for any accidents that occur during that commute. When an employee uses a personal vehicle for any work related purpose beyond commuting, the employee is considered to be driving on company business and this policy applies in full. Company insurance may provide coverage in certain circumstances, including when an employee is driving a company, client, or rental vehicle, or when a personal vehicle is used for authorized company business. Employees must maintain a valid driver license and valid personal automobile insurance at all times and must provide proof of both upon request. Any suspension, revocation, or lapse in insurance coverage must be reported to Human Resources within twenty four hours.

**Accidents, Citations, and Incident Reporting.** Any citation, violation, or accident occurring while driving on company business must be reported to the employee's point of contact and Crewing Manager immediately or as soon as possible. Employees are responsible for paying any fines or penalties associated with citations they receive. If police respond to an accident, employees must be truthful about the facts but must not admit fault. All documents related to the incident, including citations and police reports, must be promptly provided to the company. If a company provided vehicle incurs damage while under an employee's control, the employee must report the damage immediately. The company may seek reimbursement for repair costs only to the extent permitted by applicable law and only through legally compliant processes. This includes circumstances involving misconduct, intoxication, or other behavior that justifies cost recovery under state wage and hour rules.

**Motor Vehicle Record Checks.** The Company reserves the right to conduct Motor Vehicle Record ("MVR") checks for any employee who operates a vehicle on company business, whether the vehicle is owned by the employee, the company, the client, or a rental provider. This includes employees who are asked or reasonably expected to use a personal vehicle for company business. MVR checks will be conducted only to the extent permitted by applicable state law. Employees must sign any authorization required to permit the company to obtain MVR information. When MVR information is obtained through a consumer reporting agency, the company will comply with all requirements of the Fair Credit Reporting Act, including providing required disclosures, obtaining written authorization, and issuing pre adverse and adverse action notices when applicable.

**Evaluation of Driving History and Insurability.** The Company may refuse to permit an employee to drive on company business, or may limit assignments, if the employee's driving history reflects information that could negatively affect insurance coverage or premiums or that creates a reasonably foreseeable risk of harm. Examples include, but are not limited to:

- driving under the influence
- driving while license suspended
- reckless or negligent driving
- repeated moving violations
- at fault accidents
- or other information that materially affects insurability or safety.

The Company may request clarification from the employee if needed.

**Reimbursement and Expense Requirements.** The company may decline to reimburse vehicle related expenses only when permitted by applicable law. In states that require reimbursement for necessary business expenses, the company will reimburse employees for the reasonable and necessary costs of



using a personal vehicle for authorized business purposes. Employees who seek mileage reimbursement, parking reimbursement, toll reimbursement, or any other vehicle related expense may be required to provide proof of insurance and other documentation consistent with state law.

**Failure to Comply and Company Discretion.** If an employee fails to cooperate with this policy, fails to provide required documentation, or if the company identifies driving related risks, the Company may take reasonable action including, but not limited to:

- limiting assignments
- restricting driving privileges
- declining reimbursement requests where legally permissible
- or imposing discipline up to and including termination

The Company retains full discretion to determine whether an employee may continue driving on company business based on safety, compliance, and insurability considerations and subject to all applicable federal, state, and local laws.

### 3.7 Travel Policy

Barney Monk will approve and arrange all travel for employees in accordance with Barney Monk's travel policy. Travel arrangements made outside of Barney Monk's travel office are permitted only in urgent situations and still must comply with Barney Monk's travel policies, such as choice of flights, seating arrangements, hotel rooms, and type and model of rental cars. Any changes to a travel itinerary must be pre-approved by Barney Monk's Travel Department or Manager.

Employees are responsible for any charges that arise from their own special requests, including changes to travel itineraries and/or any charges incurred outside of Barney Monk's travel policy (including but not limited to, additional charges for airline upgrades, flight changes, air-phones, in-room movies, internet usage, rental car upgrades, hotel phone calls, GPS services, and cell phone roaming charges). Barney Monk's insurance covers rental cars. Employees will not be reimbursed for additional insurance purchased by the employee from rental car companies.

Approved use of personal vehicles for authorized travel will be reimbursed at the standard rate published by and available from the United States General Services Administration (U.S.G.S.A.) under the Privately-Owned Vehicle Mileage Reimbursement Rates applicable to the market area. This mileage reimbursement covers all automobile costs (e.g., gasoline, repairs, insurance) other than parking and tolls. Eligible mileage reimbursement will be market specific or covered by union contracts where applicable. Employees are required to pay highway tolls in accordance with the law. You will be reimbursed for tolls paid provided you submit a receipt for each toll. Employees will be responsible to pay any unpaid tolls, related tickets, fines or other legal actions.

### 3.8 Background Check Policy

Purpose: Barney Monk is committed to the protection of all persons with whom it associates, including Barney Monk's employees, Clients and their staff, venue personnel, event participants and guests. Background investigations may be conducted pursuant to Client specific staffing requests, as a result of venue or event requirements, in the event Barney Monk receives a complaint of misconduct by an employee, and/or randomly among Barney Monk's employees. Employees on whom a background investigation is to be conducted will be contacted directly by Barney Monk's vendor requesting authorization for the vendor to perform the background check. All employees will be provided a consent, disclosure and summary of their rights prior to having their background run. When



authorization is received, the vendor will complete the background check and provide the results to Barney Monk Management. Due to the time and safety-sensitive nature of events and/or Client's needs, there may be times an employee/applicant cannot work an event pending the background results and/or disputes of the background results. But the employee may be considered for other assignments. Background checks on Barney Monk's employees will be conducted in accord with applicable law by one of Barney Monk's preferred vendors.

What Is Included in the Background Check? Background checks will be handled directly by Barney Monk's vendor and may include, but are not limited to, felony and misdemeanor convictions as permitted by the laws governing the venue and/or the employee's place of residence.

How will Barney Monk Use the Background Check: There are several factors that Barney Monk will use in reviewing the results of the background check, including:

- The nature of the conviction;
- The amount of time that has passed since the conviction;
- The number of convictions;
- The correlation between the conviction and the job duties or work environment;
- Whether, in Barney Monk's reasonable discretion, the employee poses an unreasonable risk to its business, other employees, Clients, or third parties; and
- Applicable state or local laws.

A prior criminal conviction will not, in and of itself, disqualify an individual from being hired or being considered for other assignments if not eligible for a certain assignment. Hiring decisions may be influenced when the facts related to the criminal convictions reasonably bring into question whether the individual can be relied upon to perform his or her job duties without incident. Likewise, the failure of an individual to be forthcoming about his or her criminal record, or any false statement or misrepresentation, may also influence decisions regarding hiring.

Barney Monk Management will contact the employee if there are any findings that require more explanation or if the results of the investigation disclose the need for action by Barney Monk. All results will be maintained by Barney Monk in a separate and secure file. If an employee fails to cooperate in the background check process, the employee may be deemed unsuitable for future employment by Barney Monk.

### 3.9 Alcohol and Substance Abuse Policy

Barney Monk is committed to maintaining a safe, healthy and efficient working environment for its employees, Clients, and the public. Employees impaired by alcohol or other drugs, legal or illegal, during work hours pose safety and health risks, not only to themselves, but also to others. Therefore, as part of Barney Monk's commitment to ensure a safe working environment, the use of controlled substances that are illegal under either federal or state law, the use of alcohol, or the use of any drugs that result in physical or mental impairment, is strictly prohibited. Likewise, the illegal possession, manufacture, use, sale, or transfer of a controlled substance by employees during work hours is prohibited. Violations of any aspect of this Substance Abuse Policy will be reviewed by Barney Monk Management and could result in discipline, up to and including immediate termination of employment. In addition, if the Lead or Manager has a reasonable belief that an employee is in violation of this policy while on a job, the Manager has the right to take immediate action if there is a possible risk to the safety and health of others, including the employee. If an employee is required by a medical provider to take prescription medications that may affect the employee's mental or physical state, the employee must report his or her condition to Barney Monk Human Resources in advance of any job assignment



to determine if a reasonable accommodation can be made pursuant to the Americans with Disability Act.

### 3.10 Alcohol and Drug Testing Policy

If Barney Monk believes an employee is impaired, it will immediately initiate an investigation, including an interview of the employee. Barney Monk Management may request a drug and/or alcohol test if, in Barney Monk Management's reasonable discretion, drugs or alcohol may be affecting an employee's work performance or contributed to an accident at the worksite. Prior to testing, Barney Monk requires that the employee sign a consent form.

Qualified facilities and laboratories will administer the drug and alcohol tests and proper chain of custody procedures will be followed to assure the validity of the test results. In some circumstances, a second confirmation test will be done. All records and information about drug testing and test results will be treated as private and confidential.

Any employee who fails to cooperate in Barney Monk's investigation, provides false information or knowingly omits relevant information, refuses to sign the consent form or submit to testing, or whose test results indicate evidence of alcohol or drug use, may be subject to disciplinary action, up to and including termination.

### 3.11 Family and Medical Leave

Barney Monk complies with the Federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The Company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact Human Resources to discuss options for leave and follow this link for your rights under the FMLA <https://www.dol.gov/agencies/whd/fmla/employee-guide>.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered service member with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

#### Protections During FMLA Leave

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

#### Employee Eligibility

The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.



## Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

## Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or



circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

### Company Responsibilities

The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility. The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

### Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

### Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

Consistent with Company policy for all types of leave, you will not accrue vacation or other benefits while you are on unpaid FMLA leave. Additionally, you will not be paid for holidays that occur during the leave. However, the leave period will be treated as continuous service (i.e., no break-in-service) for purposes of vesting and eligibility to participate in the Company's retirement plan.

### Other Provisions

Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has



approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

### Unlawful Acts by Employers

The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

### Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer. The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

### 3.12 The Pregnant Workers Fairness Act ("PWFA")

The PWFA requires employers to provide pregnant, postpartum, or lactating employees reasonable accommodations absent undue hardship, including any needs due to pregnancy, childbirth, lactation, and medical conditions associated with each. Employees cannot be required to accept accommodations that are not reasonable, nor can they be required to take leave if they can be accommodated. Employees cannot be denied opportunities that would require accommodation if the denial were based on having to accommodate rather than undue hardship. Please contact Human Resources regarding any concerns.

The Company shall not prohibit an employee from becoming pregnant nor threaten Workers with adverse employment consequences, including dismissal, loss of seniority, reduction or deduction of wages and benefits, in order to discourage them from becoming pregnant.

The Company shall not refuse to hire an applicant for a non-Hazardous position or terminate a worker's employment solely based on the worker's pregnancy or nursing status.

### 3.13 Pump for Nursing Mothers ("PUMP Act")

The Fair Labor Standards Act (FLSA) requires employers to provide reasonable break time for an employee to express breast milk for their nursing child for one year after the child's birth each time such employee has need to express the milk. Employees are entitled to a place to pump at work, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public.

The PUMP Act amends the Fair Labor Standards Act (FLSA) to require employers to pay employees for these breaks if the employer provides paid breaks to other employees. The PUMP Act notes time spent expressing should be considered hours worked unless the employee is completely relieved of duties during the entire break. If the employee is interrupted during the break, they must be paid for the entire break. Please contact Human Resources regarding any concerns.

### 3.14 Ownership of Information and Work For Hire

Acknowledgment and Assignment: All writings, drawings, photographs, tapes, recordings, strategies, formulas, operating procedures, patents, product developments, computer programs and other works in any tangible medium of expression, regardless of the form of medium, which have been or are



prepared by Employee, or to which Employee contributes, in connection with Employee's employment by the Company, whether patented, copyrighted, trademarked or otherwise (collectively the "Works") and all copyrights, patents, trademarks and other rights in and to the Works, belong solely, irrevocably and exclusively throughout the world to the Company as works made for hire. However, to the extent any court or agency should conclude that the Works (or any of them) do not constitute or qualify as a "work made for hire," Employee hereby assigns, grants and delivers, solely, irrevocably, exclusively and throughout the world to the Company all ownership and other rights to the Works. Employee also agrees to cooperate with the Company and to execute such other further grants and assignments of all rights as the Company from time to time reasonably may request for the purpose of evidencing, enforcing, filing, registering or defending its ownership of the Works and the copyrights in them, and Employee hereby irrevocably constitutes and appoints the Company as Employee's agent and attorney-in-fact, with full power of substitution, in Employee's name, place and stead, to execute and deliver any and all such assignments or other instruments which Employee shall fail or refuse promptly to execute and deliver, this power and agency being coupled with an interest and being irrevocable. Without limiting the preceding provisions of this Paragraph, Employee agrees that the Company may edit and otherwise modify, and use, publish, assign to client(s) and otherwise exploit, the Works in all media and in such manner as the Company, in its discretion, may determine.

Inventions, Ideas and Patents: Employee shall disclose promptly to the Company (which shall receive it in confidence), and only to the Company, any invention or idea of Employee (developed alone or with others) conceived or made during Employee's employment by the Company (or, if related to the Business, during employment or within one year after the Termination Date). Employee assigns to the Company any such invention or idea in any way connected with Employee's employment or related to the Business, research or development of the Company, or demonstrably anticipated research or development of the Company, and will cooperate with the Company and sign all papers deemed necessary by the Company to enable it to obtain, maintain, protect and defend patents covering such inventions and ideas and to confirm the exclusive ownership of the Company of all rights in such inventions, ideas and patents, and irrevocably appoints the Company as its agent to execute and deliver any assignments or documents Employee fails or refuses to execute and deliver promptly, this power and agency being coupled with an interest and being irrevocable. This constitutes written notification to Employee that this assignment does not apply to an invention for which no equipment, supplies, facility or Trade Secret information of the Company or any Customer was used and which was developed entirely on Employee's own time, unless (a) the invention relates (i) directly to the Business or (ii) to the actual or demonstrably anticipated research or development of the Company, or (b) the invention results from any work performed by Employee for the Company.

### 3.15 Social Media Guidelines

Use of social media (all formats) involves certain risks and responsibilities. Online, your personal and business personas are likely to intersect. First and foremost, no one has permission to represent themselves on behalf of the Company's interests and positions other than the CEO and/or the CEO's delegates.

You are solely responsible for what you post online. Before creating online content, consider the risks that may be involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow employees, or otherwise adversely affects the Company's clients, customers, vendors, suppliers, or conduct that violates the Company's employment policies, may result in disciplinary action up to and including termination. Inappropriate use of social media may include discriminatory remarks, harassment, and threats of violence or similar unlawful conduct, none



of which will be tolerated and may subject you to disciplinary action up to and including termination.

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Never post any information or rumors that you know to be false about the Company, fellow employees, consultants, clients, customers, vendors, suppliers or competitors. The application of this policy will be consistent with state, local and federal law. Should you have any questions about this policy, please contact the EEO Officer.

### 3.16 Anti-Corruption and Anti-Bribery Policy

**Policy Overview.** The Company is committed to conducting business honestly and lawfully. Employees may not offer, give, request, or accept anything of value in order to influence a business decision or gain an improper advantage. This applies to interactions with government officials, customers, vendors, and any other third parties. Anything of value includes cash, gifts, entertainment, travel, favors, charitable contributions, job opportunities, or any benefit that could reasonably appear to influence judgment.

**Prohibited Payments and Conduct.** Employees must never make facilitation payments, kickbacks, or unofficial payments of any kind. All expenses and transactions must be truthful, properly documented, and recorded accurately in the Company's books and records. Employees may not use personal funds or third parties to do anything the Company itself prohibits. Any third party acting on the Company's behalf must follow the same standards, and employees must report any concerns about improper conduct by vendors, consultants, or partners.

**Business Hospitality.** Modest and legitimate business hospitality may be permitted only when it is lawful, reasonable, and not intended to influence a decision. Extra caution is required when dealing with government officials, and no gifts, entertainment, or benefits involving a government official may be provided without advance approval under Company procedures.

**Reporting Obligations.** Employees must report concerns immediately if they see or suspect bribery, improper payments, falsified records, or any conduct that violates this policy. Reports must be directed to Corporate General Counsel Michael Campolo at [mcampolo@finleyroadpartners.com](mailto:mcampolo@finleyroadpartners.com). The Company prohibits retaliation against anyone who raises a concern in good faith or participates in an investigation.

**Consequences of Violations.** Violations of this policy may result in disciplinary action up to and including termination of employment, and may also result in civil or criminal penalties for the individuals involved. Every employee is responsible for understanding and following this policy and for seeking guidance whenever they are unsure how to handle a situation.

## Appendix A: Barney Monk Complaint Form



### Complaint Form

#### COMPLAINANT INFORMATION

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NAME:

DIVISION / UNIT:

OFFICE LOCATION:

WORK PHONE:

IMMEDIATE SUPERVISOR:

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#### PERSON(S) ALLEGED TO HAVE VIOLATED THE POLICY

Person #1:                      Position:                      Work Location:

Person #2:                      Position:                      Work Location:

Person #3:                      Position:                      Work Location:

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#### PERSON(S) WITH INFORMATION/KNOWLEDGE OF THE ALLEGED INCIDENTS

Witness #1:                      Position:                      Work Location:

Witness #2:                      Position:                      Work Location:

Witness #3:                      Position:                      Work Location:

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Please describe the conduct that you believe violates the Discrimination, Harassment or Retaliation Prevention Policy. In your narrative, describe: (1) What happened to you; (2) Why you believe you are being discriminated, harassed, or retaliated against, including the reason or evidence you have to support your belief, and; (3) When the acts of discrimination, harassment, or retaliation occur (attach additional pages if needed). If you require assistance with completing this form as a reasonable accommodation, please contact the EEO officer.

**HAVE YOU COMPLAINED TO ANYONE AT BARNEY MONK ABOUT THIS MATTER?** If yes, explain the situation. When did you complain, to whom, and what was the result?

Please submit to HR Manager at [hr@allsharedservices.com](mailto:hr@allsharedservices.com)