

# GLOBAL MEDICAL RESPONSE 2020 EMPLOYEE HANDBOOK

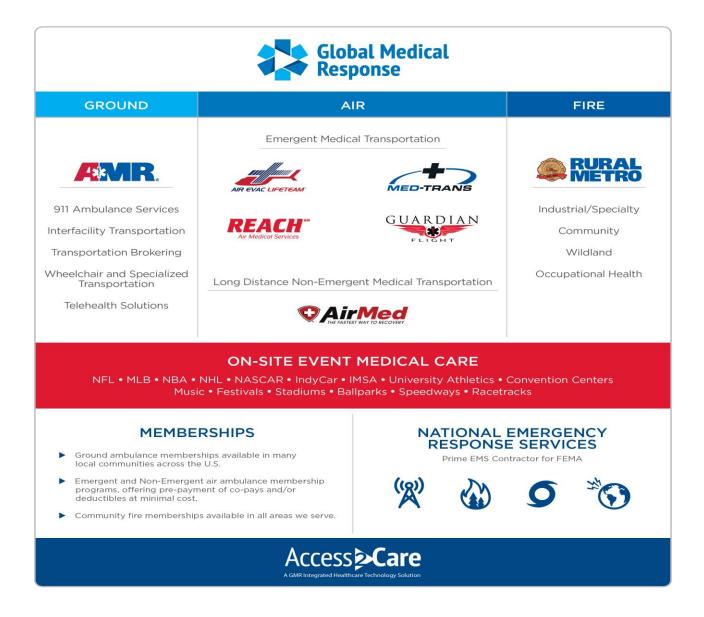




# Global Medical Response 2020 Employee Handbook

Effective July 1, 2020

This employee handbook supersedes all previously issued employee handbooks, and all previously issued employee handbooks are hereby revoked.



## Important Notice – Disclaimer

This employee handbook ("handbook") is a guide to general employment procedures and policies of Global Medical Response, Inc. ("GMR" or the "Company"). The handbook is for information purposes only, and is not a contract of employment. Any company procedure or policy referred to in this handbook, may be modified, amended, or deleted by GMR at any time, with or without notice.

This handbook does not and is not intended to address every possible employer/employee situation. The company reserves the right to take action or make a decision which is inconsistent with the provisions of this handbook to address unique situations, on a case-by-case basis, in the company's sole discretion.

This handbook does not in any way alter the employment status of GMR employees, which is "at-will." this means that either you or the company can terminate the employment relationship at any time, for any or no reason, with or without cause, and with or without notice. No contrary statement by any company employee, manager, or agent shall have any force or effect, unless it is in writing, states that it is a "contract of employment," and is signed by senior executive management of GMR.

Employees who are covered by a collective bargaining agreement ("CBA") are not automatically subject to any of the following policies or automatically eligible for any of the following benefits, and are subject to policies, terms, conditions, leaves and other benefits outlined in their respective CBA. In instances where the policies in this Handbook conflict with or are more generous than in the employee's respective CBA, the terms and conditions in the CBA or the Company's obligations under the National Labor Relations Act shall prevail.

## **Employee Acknowledgement**

I acknowledge receipt of this handbook and that I am responsible for understanding and abiding by the information herein. I recognize the handbook is not an employment contract and I know that my employment is "at will" as defined above.

EMPLOYEE NAME (PRINT)	
	EMPLOYEE NAME (PRINT)

**DATE** 

ELECTRONICALLY SIGNED AND UPLOADED TO EMPLOYEE'S PERSONNEL FILE.

## Company Overview

With more than 38,000 employees, Global Medical Response's (GMR) family of companies deliver compassionate, quality medical care, primarily in the areas of emergency and patient relocation services in the United States and around the world. We maintain and operate many brands within our service communities. And, while national and even global in scope, we like to think of GMR as the largest <u>local</u> provider of these services.

Each of our operations are locally dedicated to drawing employees from within the community and giving back through service, education and training. At GMR, we have a single mission: providing care to the world at a moment's notice.

We accomplish this through the largest network of air and ground transports as well as fire rescue services. Additionally, we are designing new ways to deliver healthcare, whether via technology, innovative hospital system solutions, or by supplementing home health care organizations. We also maintain national call centers that support local operations.

Our commitment as healthcare providers is to keep abreast of the latest medical procedures and practices for our patients and by inventing new technologies to help our customers meet their objectives. You are a part of that commitment.

Throughout this Handbook, we will be using the term "Company" to include any GMR entity that is not covered by a collective bargaining agreement or is a recently acquired company not fully integrated into our systems.

Employees represented by a collective bargaining agreement (CBA) are not automatically subject to any of the following policies or automatically eligible for any of the following benefits, and are subject to policies, terms, conditions, leaves and other benefits as outlined in their respective CBA. In instances where the policies in this Handbook conflict with or are more generous than the employee's respective collective bargaining agreement, the collective bargaining agreement or our obligation under the National Labor Relations Act will prevail.

Thank you for taking the time to learn more about GMR and the important role you play in our mission.

## A Message from GMR CHRO, Lisa Jacoba



Thanks for being a part of Global Medical Response!

We believe that each employee contributes directly to the growth and success of our company and we hope you take pride in being a member of our team.

GMR was founded on the idea that the combined strengths of our air, ground and fire teams, along with our innovative technology solutions, will provide the soundest solutions to the challenges facing the healthcare and emergency services industries. Our vision for the future has never been clearer than it is right now. Our singular mission is to provide care to the world at a moment's notice—something we demonstrate and build our reputation on every day.

This handbook contains more than just the principles and practices that reflect our mission and guiding principles. It also serves as a reminder to you of your rights as an employee and our responsibilities as your employer. Please take the time to read it thoroughly.

Over the next month, familiarize yourself with the policies and practices outlined. If you need clarity or additional information on a topic, contact your operations and HR leaders.

We continue to focus on the very local, intimate and patient-centered care that exemplifies each of our brands and we will continue to build our reputation one community at a time.

Thanks for everything you do and for serving our communities!

Lisa Jacoba

CHRO, Global Medical Response

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# **Table of Contents**

General Employment Information	9
Employment At-Will	9
Equal Employment Opportunity and Affirmative Action	9
Pay Transparency Policy	10
Self-Identification Invitation to Individuals with Disabilities and Protected Veterans	10
Americans with Disabilities Act	12
Religious Accommodations Policy	12
Non-Discrimination and Non-Harassment Policy	14
Preventing Fraud, Waste, and Abuse	15
Procurement	16
Purchasing Card	16
Travel and Expense	17
Confidentiality	17
Employment Applications	18
Employment Categories and Classifications	18
Outside Employment and Conflict of Interest	19
Personal Status Changes	19
Access to Personnel Files	20
Safety in the Workplace	21
Workplace Safety	21
Violence in the Workplace	21
Prevention of Sexual Abuse	21
Non-Tobacco Use and Smoke-Free Environment	23
Substance Abuse Testing	24
Use of Cell Phones/Other Electronic Devices While Driving / in Transport	24
On-The-Job Injury	24
Working with Others	25
Open Door Policy	25
Self-Disclosure	25
Workplace Etiquette	25
Absence from Work	26
Employee Conduct and Corrective Action	26
Standards of Conduct	27

Anti-Bullying Workplace	28
Employee Appearance	29
Employment of Relatives	30
Fraternization	30
Internal Appeal Process	30
Separation of Employment	31
Notice of Resignation	31
Career Development	32
Internal Promotion / Transfer Opportunities	32
Performance Feedback	32
Work Environment	33
Bulletin Boards	33
Meals and Rest Periods	33
Lactation Accommodation	33
Emergency Response Team	
Employee Conduct During Overnight Travel and Deployment	35
Computer Use and Electronic Communications	36
Blogging and Social Networking	37
Personal Electronic Equipment	38
Video / Audio Recording Devices	39
Payroll & Timekeeping	41
Paydays and Wages	41
Recording Time Worked	41
Overtime	41
Call-In Procedures	41
Administrative Pay Corrections	41
Benefits	43
Overview of Employee Benefits	43
Paid Time Off	44
2020 PTO Policies	44
Holidays	44
Bereavement Leave	45
Jury Duty	45
Voting Accommodation	46
Leaves of Absence	47
FMLA Leave of Absence	47
Disability Leave of Absence	53

Workers' Compensation Leave of Absence	54
Military Leave of Absence	55
Personal Leave of Absence	56

## **General Employment Information**

## **Employment At-Will**

Generally, GMR does not offer tenured or guaranteed employment. Unless otherwise provided by applicable state law or an applicable CBA, either the Company or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice. This at-will employment relationship exists regardless of any written statement or guidelines contained in this Handbook or any other Company documents or any verbal statement, except as provided below.

Except for a CBA, the Company's authority to alter the at-will nature of the employment relationship resides solely with the Company CHRO. To be enforceable, such alteration must be documented in a written agreement that is signed by the Company CHRO and the employee involved.

### Equal Employment Opportunity and Affirmative Action

GMR values and respects the rights and dignity of each employee and does not tolerate unlawful discrimination, harassment or retaliation in any form. This applies to all employment practices and terms and conditions of employment, including recruitment, selection, hiring, compensation, benefits, promotions, detail assignments, transfers, termination of employment, career development and training, performance evaluations, awards, and all other working conditions.

The Company strictly prohibits all forms of unlawful discrimination (including harassment and retaliation) with respect to terms and conditions of employment, including but not limited to discrimination based on a person's race, creed, color, religion, age, gender, genetic information, national origin, sex, gender identity, sexual or romantic orientation, spousal affiliation, pregnancy, childbirth, or condition related to pregnancy or childbirth, marital or parental status, uniformed service, veteran status, protected disability or serious medical condition, and any other category protected under federal, state or local law.

The Company expects all leaders to base their employment decisions, including all hiring and promotion decisions, on legitimate nondiscriminatory factors including an individual's qualifications, aptitude and experience for the position, as well as satisfactory references for positions where references are requested.

The Company will issue corrective action or terminate the employment of any individual who engages in unlawful discrimination in violation of this policy, even for a first offense.

If you believe you have been subjected to any form of unlawful discrimination by anyone at the Company, or by any person who does business with the Company, or if you have witnessed discrimination or other inappropriate workplace conduct, please immediately report the matter to Human Resources, a member of management, or the Company's Compliance Hotline (877-631-5722).

There will be no retaliation for reporting a concern in good faith using this complaint procedure. All investigations will be promptly conducted and kept as confidential as is reasonably possible.

The Company posts its Equal Employment Opportunity Policy at its facilities for employees to review regularly.

Through its Affirmative Action Programs, GMR takes affirmative action as called for by applicable laws and Executive Orders to recruit and advance qualified minority group individuals, females, persons with disabilities including disabled veterans, and other protected veterans. The Company's aim is to provide

opportunities for all employees to realize their potential and help them reach a job performance level commensurate with their ability.

The Company's Human Resources Department has overall responsibility for monitoring compliance with equal employment opportunity laws and policies and Affirmative Action Programs and is responsible for the implementation and administration of these programs through Senior Management. The Company's administrative and supervisory staff are responsible for taking steps to ensure this Policy is distributed to and followed by all supervisory and non-supervisory personnel. If you have any questions or wish to report any concerns, please contact HR at 888-216-0899 or the Company's Compliance Hotline at 877-631-5722.

## Pay Transparency Policy

The Company will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed or disclosed their own pay, or the pay of another employee or applicant who has personally authorized the disclosure and discussion of his or her pay information. However, the Company strictly prohibits employees who have access to the compensation information of other employees or applicants as a part of their essential job functions from disclosing the pay of other employees or applicants to individuals who do not have a bona fide business or operational need to know the pay information. The Company may authorize disclosure of pay information in certain circumstances including: (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the Company; or (c) consistent with a contractor's legal duty to furnish information pursuant to 41 CFR 60-1.35.

The Company will continue to provide employee pay information to appropriate federal, state and local agencies in accordance with its legal obligations

#### Self-Identification Invitation to Individuals with Disabilities and Protected Veterans

In accordance with the Americans With Disabilities Act of 1990 as amended; Sections 503 of the Rehabilitation Act of 1973 as amended; Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 as amended; and all subsequent amendments and regulations issued to protect the rights of Individuals with Disabilities and Protected Veterans and spouses of veterans and the commitment of GMR to provide reasonable accommodations for and assurances of non-discrimination toward qualified individuals with disabilities and Protected Veterans, it is Company policy that:

- No activities, programs, services, aids or benefits administered by GMR shall exclude from participation, deny or provide different or separate benefits, programs, or services to, or otherwise limit a qualified person with a disability or covered veteran in the enjoyment of any right, privilege, advantage or opportunity enjoyed by others.
- There will be no recruitment, employment, or provision of services discrimination against any employee, applicant, or member of general public because of a physical or mental disability regarding any position, program, or services for which the employee, applicant, or general public is qualified or in which they participate.
- Affirmative Action will be taken to employ and advance in employment qualified Individuals with Disabilities (including reasonable accommodations to the limitations of these individuals) and Protected Veterans.

#### **Invitation to Self-Identify**

The Company is a federal government contractor subject to Section 503 of the Rehabilitation Act of 1973 as amended, and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and 2002 as amended, which require federal government contractors to take affirmative action to employ and advance in employment qualified individuals with disabilities including; all qualified veterans with disabilities; veterans who served during an action for which Campaign Badge was authorized; veterans who received an Armed Forces Service Medal pursuant to Executive Order 12985; recently separated veterans up to three years after discharge; and certain spouses whose husbands were service member or veteran who died of a service-connected disability, MIA, captured or forcibly detained, and other Protected Veterans at all levels of employment. If you are disabled, a disabled veteran or veteran or spouse covered by one or more of these laws, you may inform the Company of your desire to benefit under the program at this time and/or at any time in the future. This information will assist the Company with placing you in an appropriate position and making reasonable accommodations for your disability if you are disabled or a disabled veteran. GMR's policy is to make reasonable accommodations to help eliminate workplace barriers caused by physical or mental limitations of employees and applicants, in accordance with applicable law.

If you are: disabled; a veteran of the U.S. military, ground, naval or air service who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; a person who was discharged or released from active duty because of a service-connected disability; a "recently separated veteran" who is any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval, or air service; an "active duty wartime or campaign badge veteran" who is a veteran who served on active duty in the U.S. military, ground, naval or air service during a war, or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense; an "Armed forces service medal veteran" who is a veteran who, while serving on active duty in the U.S. military, ground, naval or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985; a person whose spouse was a service member or veteran who died of a service-connected disability, MIA, captured or forcibly detained; or another category of Protected Veteran at all levels of employment, then we would like to include you under the Company's affirmative action program. If you are disabled or a disabled veteran, it would assist about the Company if you voluntarily disclose: (i) any special methods, skills, and procedures that qualify you for positions you might not otherwise be able to perform because of your disability so that you will be considered for any positions of that kind; and (ii) the accommodations the Company could make that would enable you to perform the essential functions of a position properly and safely, including special equipment, changes in the physical layout of the job, elimination of certain duties relating to the job, provision of personal assistance services or other accommodations.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. Information you submit will be kept confidential, except that (i) supervisors and managers may be informed regarding restrictions on the work or duties of individuals with disabilities and disabled veterans, and regarding necessary accommodations; (ii) first aid and safety personnel may be informed, when and to the extent appropriate, if the condition might require emergency treatment; and (iii) government officials engaged in enforcing laws administered by OFCCP or the Americans with Disabilities Act or applicable state or local laws may be informed. The information provided will be used only in ways that are not inconsistent with Section 503 of the Rehabilitation Act of 1973 as amended and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 as amended.

You may review the Company's disabled and veteran affirmative action program during normal business hours by contacting your HR representative.

#### Americans with Disabilities Act

It is the intent of the Company to comply at all times with the federal Americans with Disabilities Act (ADA) and similar state and local laws. The Company will not discriminate against any individual who demonstrates the qualifications necessary to perform the duties of a particular position in the organization.

Employees with a mental or physical disability under the ADA may be eligible for a reasonable accommodation. A reasonable accommodation is any change or adjustment to a job or work environment that does not cause an undue hardship on the department or unit and permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

To request an accommodation, an employee should notify his or her immediate leader and HR professional. Documentation may be required regarding the specific accommodation(s) being requested. The Company may require medical evidence of a disability and/or a medical examination by its Occupational Health Provider, or other qualified physician or health provider, at the Company's expense, so long as the medical examination is job-related and consistent with business necessity. Before responding to any inquiry that may result in a reasonable accommodation, leaders must contact an HR Professional to discuss the matter.

Once all documentation has been received, the appropriate leadership level representative or HR Professional will then engage in an interactive process with the employee and together review the situation to determine if a suitable accommodation plan is feasible.

### **Religious Accommodations Policy**

It is the policy of the Company to comply at all times with Title VII of the Civil Rights Act of 1965 ("Title VII") which requires reasonable accommodation of employees' sincerely held religious beliefs, observances, and practices when requested, unless accommodation would impose an undue hardship on business operations.

In compliance with Title VII, the Company is committed to equal employment for all employees without regard to religious beliefs and practices. The Company will make, upon request, accommodations sincerely held religious beliefs and practices that are reasonable and do not create an undue hardship on the company's ability to conduct business.

The Company will not discriminate against any individual based on their sincerely held religious belief or practices. An employee with sincerely held religious beliefs or practices that conflict with his/her job, work schedule, or with the Company's policy on dress and appearance or other aspects of employment may request an accommodation. In implementing this policy, interactive communication between employees and supervisors in discussing potential solutions that resolve a conflict between a sincerely held religious belief and some aspect of an individual's employment.

#### **Persons Affected**

This policy applies to all U.S. based employees.

#### **Policy**

The Company will reasonably accommodate employees' sincerely held religious beliefs and practices unless doing so would impose an undue hardship on the Company. In accordance with federal and state laws, accommodations will be provided when such accommodations are directly related to

performing the functions of the job, competing for a job or to ensure equal benefits and privileges of employment and when they do not impose an undue hardship.

#### "Sincerely Held" Religious Beliefs

Because the definition of religion is broad and protects beliefs and practices with which others may be unfamiliar, a supervisor or manager should ordinarily assume that an employee's request for accommodation is based on a sincerely held religious belief. A sincerely held religious belief need not conform to any particular orthodoxy or religious doctrine or textual interpretation, nor need it flow from membership in any particular religion, to fall within the protections of this policy.

However, the Company is only required to accommodate those beliefs that are religious and "sincerely held," and that can be accommodated without an undue hardship. If the supervisor or Human Resources Business Partner has a bona fide doubt about the basis for the accommodation request, he or she may seek additional supporting information into the facts and circumstances about the employee's assertion that the belief or practice at issue is religious and sincerely held.

#### Non-Retaliation

The Company specifically prohibits discrimination or retaliation against an employee who requests a religious accommodation or who reports instances of perceived or actual religious discrimination.

#### Requesting a Religious Accommodation

An employee should inform their supervisor regarding their request for a religious accommodation. The employee must communicate that there is a conflict between the job requirements and their sincerely held religious beliefs and practices.

The supervisor, in consultation with the Human Resources Business Partner, will evaluate the request considering whether a work conflict exists due a religious belief or practice and whether a reasonable accommodation is available that would not create an undue hardship on the Company's business. Requests for reasonable accommodations will be reviewed by the supervisor and Human Resources Business Partner based upon the individual employee's need and request.

Supervisors and managers, in conjunction with the Human Resources Business Partner, will use reasonable efforts to assist an employee in obtaining a reasonable accommodation, with options including but not limited to, voluntary shift substitutions or shift swaps, flexible scheduling, job reassignments, and modification to workplace policies or practices.

#### **Undue Hardships**

An accommodation may cause undue hardship if it is costly, compromises workplace safety, decreases workplace efficiency, unduly infringes on the rights of other employees, or requires other employees to do more than their share of potentially hazardous or burdensome work.

The supervisor and employee will meet to discuss potential accommodations that do not pose an undue hardship. If the employee accepts a proposed religious accommodation, the immediate supervisor will implement the decision.

If a request for a religious accommodation is denied based on undue hardship, the final decision as to the denial will be made by the Regional Human Resources Director.

#### **Reporting Religious Discrimination**

In accordance with the Company's Equal Employment Opportunity/Affirmative Action Policy, every leader and supervisor is responsible for ensuring that the spirit and intent of the Company's goal in preventing workplace religious discrimination is achieved.

All employees who believe they are being discriminated against based on his or her religion must immediately report to their leader/supervisor; and/or to a local or Human Resources Business Partner; or to the Ethics and Compliance hotline; the facts of any real or perceived religious discrimination by a co-worker, leader, customer, or agent of the Company.

The Company will investigate all allegations of religious discrimination in as prompt and confidential a manner as possible and will take appropriate corrective action when warranted. Any employee who is found, as a result of such an investigation, to have engaged in religious discrimination in violation of this policy will be subject to appropriate corrective action, up to and including termination of employment. Furthermore, retaliation in any form against an employee or applicant who exercises his or her right to make a complaint under this policy is strictly prohibited and will itself be cause for appropriate corrective action.

### Non-Discrimination and Non-Harassment Policy

It is the policy of the Company and the foundation of its culture that all employees must have the opportunity to work in an environment free from any form of unlawful discrimination, harassment or retaliation on the basis of any protected category, including, but not necessarily limited to a person's race, creed, color, religion, age, gender, genetic information, national origin, sex, gender identity, sexual or romantic orientation, pregnancy status, marital or parental status, uniformed service, veteran status, protected disability and any other category protected under federal, state or local law. In alignment with this policy, the Company will not tolerate unlawful harassment of any kind by or of any employees or applicants for employment.

"Harassment" is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of a person's race, creed, color, religion, age, gender, genetic information, national origin, sex, gender identity, sexual or romantic orientation, pregnancy status, marital or parental status, uniformed service, veteran status, protected disability and any other category protected under federal, state or local law, and that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
- Has the purpose or effect of unreasonably interfering with an individual's work performance.
- Otherwise adversely affects an individual's employment opportunities.

Examples of unlawfully harassing conduct include overt and implicit conduct such as the following:

- Use of epithets, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to race, color, religion, gender, sex, national origin, age, sexual or romantic orientation, disability or any other legally protected characteristic.
- Written or graphic material that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, sex, national origin, age, sexual or romantic orientation, disability or any other legally protected characteristic that is placed on walls, bulletin boards, or elsewhere on Company premises, or otherwise circulated in the workplace.
- Verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of their race, color, religion, gender, sex, national origin, age, sexual or romantic orientation, disability or any other legally protected characteristic.

Similarly, sexual harassment involves:

Making as a condition of employment unwelcome sexual advances, requests for sexual favors, or other offensive verbal or physical conduct directed toward an individual because of their sex, sexual characteristics, or sexual or romantic orientation.

- Making submission to or rejection of such conduct the basis for employment decisions.
- Creating an intimidating, offensive, or hostile work environment by such conduct.

Conduct that can rise to the level of sexual harassment includes but is not limited to:

- Verbal—sexual innuendo, suggestive comments, insults, threats, jokes about gender-specific traits, or sexual propositions.
- Nonverbal—making suggestive or insulting noises, leering, whistling, making obscene gestures, or displaying offensive material, including pictures.
- Physical—touching, pinching, brushing the body, coercing sexual intercourse, or assault.

Such forms of harassment and retaliation may constitute unlawful discrimination under various state and federal laws and will not be tolerated. The Company will issue corrective action to any employee who is found to have engaged in such conduct up to and including termination of employment, depending upon the circumstances.

If you feel that you have suffered any form of unlawful discrimination, harassment or retaliation by anyone, please promptly report the alleged conduct to your Supervisor or Manager, Human Resources, or the GMR Ethics and Integrity Helpline (telephone 877-631-5722 or email at <a href="www.ethicspoint.com">www.ethicspoint.com</a>) so that an investigation of the complaint can be undertaken. If your complaint concerns your Supervisor or Manager, please promptly report any concerns to Human Resources. If you observe conduct by another employee that you believe to be harassing, retaliatory or discriminatory, then please promptly report such conduct as outlined above.

All reports will be treated as confidential to the extent possible without impeding the ability of the Company to conduct a discrete and thorough investigation. A representative of Human Resources will notify the complaining party of the outcome of the investigation. Any employee that the Company determines has violated this policy will be subject to appropriate corrective action up to and including termination of employment. In addition, the Company will issue corrective action up to and including termination of employment to any employee whose conduct would violate this policy if allowed to continue. The Company strictly prohibits any form of retaliation or discrimination against an employee for reporting harassment or complaining about harassment in good faith, and will issue corrective action up to and including termination of employment to any employee who engages in such retaliation or discrimination The Company will also issue corrective action up to and including termination of employment to any employee who knowingly makes a false report about alleged harassment or discrimination.

The Company trusts that all employees will act in a responsible and professional manner to establish a pleasant working environment that is free from all forms of unlawful discrimination, harassment or retaliation.

## Preventing Fraud, Waste, and Abuse

The Company is committed to compliance with the federal and state laws prohibiting fraud, waste and abuse and has established policies and procedures to do so. To access these policies, please visit the Company's Policy Management System to review the Corporate Compliance Policies and the "Business Code of Conduct and Ethics." Additionally, employees are expected to report any suspected fraud, waste, or abuse, violations of the Code of Conduct, Ethics & Compliance Program, or other irregularities to their supervisor, manager, the Ethics and Integrity Helpline or a member of the Ethics & Compliance Department.

While not an all-inclusive list, some examples of activities that should be reported include:

- Billing for services or goods not rendered;
- Documenting a higher level of service than warranted;
- Falsely certifying services were medically necessary;
- Filing a claim without supportive documentation;
- Submitting claims containing information known to be false;
- Billing for ambulance services when wheelchair or stretcher services were provided;
- Using past diagnosis to represent current condition;
- Falsifying the origin or the destination;
- Billing for excess mileage;
- Incorrectly rounding up mileage:
- Falsifying a signature on a PCR or PCS, (Never sign on behalf of a patient; never sign your partner's or a hospital employee's signature. Identification of a forged signature will result in disciplinary action up to and including termination.)

No employee will be subject to, and the Company prohibits, any form of discipline or retaliation for reporting in good faith suspected wrongdoing.

#### **Procurement**

Certain employees' roles and responsibilities will include ordering, or approving orders for, products and services on a regular basis. To provide employees with guidance on this process, and to ensure that employees utilize national contract vendors when making such orders, the Company maintains a complete Procurement policy. The policy contains information on the procedures to be followed for various expense types including CapEx requests and on Company-approved vendors.

Employees are encouraged to refer to this Procurement policy for any procurement-related questions they may have. For any questions not covered by the policy, employees may contact the Procurement Department at <a href="mailto:procurement@gmr.net">procurement@gmr.net</a>.

## **Purchasing Card**

During the course of employment, the Company may provide certain employees with a "purchasing card" or "PCard." Full details on how to acquire and appropriately use a Company-provided PCard are available in the Company's Purchasing Card policy.

PCards are provided to employees solely for payment of legitimate business expenses not available through Basware and are intended to streamline the procure-to-pay process for these expenses. An extensive list of all approved and prohibited PCard uses are provided in the Company's Purchasing Card policy; there is also usage guidance in the Procurement Method Matrix, available in the Procurement Policy. For any questions not covered by the policy, employees may contact <a href="mailto:creditcards@gmr.net">creditcards@gmr.net</a>.

## Travel and Expense

The Company is committed to ensuring that employees who travel on Company business do so safely and cost-effectively to accomplish the business purpose. Additionally, the Company aims to ensure that employees neither gain nor lose financially when traveling on Company business while adhering to the terms of this policy.

To meet these objectives, the Company maintains an extensive Travel and Expense policy. Under this policy, the Company will reimburse employees for ordinary, necessary and reasonable travel expenses per this policy when directly connected with the transaction of Company business. Types of expenditures that are directly discussed in the policy include: air and ground travel, hotel and lodging, and meals and entertainment.

All Company employees must follow this policy when traveling on company business.

Employees may speak with a Payroll representative for any Concur Expense questions and may email travel@gmr.net for any Concur Travel questions.

### Confidentiality

The Company takes steps to preserve the integrity of its Trade Secrets and confidential and proprietary information. "Confidential Information" includes but is not limited to proprietary technical, business, financial, supplier or customer information, sales figures, business plans and projections, profit and performance reports, vendor information, growth strategies, customer lists, product and services information, or other information about techniques and methods of operation that are not readily available to the public and are maintained as confidential by the Company. Employees may not discuss with outsiders or competitors, or use any Confidential Information or trade secret information, without prior written authorization from the Company. As employees of the Company, employees may also have access to Confidential Information of customers, vendors and others in the performance of their job duties. All employees must preserve the confidentiality of all Confidential Information. Employees are prohibited from disclosing or using such Confidential Information for personal gain. Nothing in this policy prohibits an employee from using Confidential Information, if necessary, to bring any concern or complaint about any alleged unlawful activity to the attention of a government agency.

The federal Defend Trade Secrets Act of 2016 provides immunity in certain circumstances to Company employees, contractors and consultants for limited disclosures of Company Trade Secrets. Specifically, Company employees, contractors, and consultants may disclose Trade Secrets:

- in confidence, either directly or indirectly, to a Federal, State, or local government official, or to an attorney, "solely for the purpose of reporting or investigating a suspected violation of law," or
- "in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

Additionally, Company employees, contractors, and consultants who file retaliation lawsuits for reporting a suspected violation of law may also use and disclose related Trade Secrets in the following manner:

- the individual may disclose the Trade Secret to their attorney, and
- the individual may use the information in related court proceeding, as long as the individual files documents containing the Trade Secret under seal and does not otherwise disclose the Trade Secret "except pursuant to court order."

## **Employment Applications**

All candidates for employment must fully complete, date, and electronically sign the Company employment application form, and by doing so verify the accuracy and completeness of the information contained in the employment application. Any false or misleading information contained in an employee's employment application may result in the denial of the application for employment, regardless of the date of discovery.

Providing false identification as eligibility to work in the United States is grounds for immediate discharge. Failure to provide acceptable documentation of your identity and eligibility to work within three (3) business days of your first day of employment may result in your separation from the Company. Similarly, employees who falsify information during the hiring process, including on the employment application, will be subject to termination of employment regardless of when the falsification is discovered.

### **Employment Categories and Classifications**

The employment categories and classifications below explain the various employment statuses and their eligibility for corresponding benefits. All employment remains "at-will," however, and these classifications do not alter that status or guarantee employment for any specified period of time. Accordingly, the right to terminate the employment relationship at will, at any time, for any reason, with or without notice, is retained by both the employee and the Company.

<u>Full-time</u> employees are those who are regularly scheduled to work a minimum of 30 hours per workweek (unless otherwise required by local laws) and who are not classified as temporary employees. Generally, they are eligible for the Company's benefits package on the first day of the month following 30 days of full-time employment, subject to the terms, conditions, and limitations of each benefit program.

<u>Part-time</u> employees are those who are regularly scheduled to work less than 30 hours per week and who are not classified as temporary employees. Part-time employees receive all legally mandated benefits such as social security and workers' compensation insurance. Part-time employees may not qualify for all benefits offered by the Company.

<u>Temporary</u> employees are those who are working on a short-term basis to perform a particular project and will remain employed only until that project is completed. Temporary employees are ineligible for most of the Company's benefits programs. No portion of the service as a temporary employee will be credited or considered in any way for purposes of determining eligibility nor the amount of any benefits to which they become entitled subsequent to a change in employment status. Individuals who become an employee of the Company after providing services to the Company while an employee of an outside employment agency will not receive credit for time worked with the employment agency under the Company 401(k) Plan or for any other purpose.

A temporary employee will not automatically change from temporary status merely by working in excess of the period originally expected and designated. Temporary employees will change from temporary to regular status only if advised of such a change, in writing, by Human Resources and the appropriate leader(s). Such notification will indicate the effective date on which the temporary employee became or will become a regular employee.

<u>Per Diem – (PRN)</u> employees work when available or on an as-needed basis. At management's discretion, a minimum criterion of work hours may be established for a per diem employee to maintain active employment status with the Company.

Rehired employees (other than Pilots) who return to the Company within six (6) months of their last day worked will receive credit for prior service for all purposes including benefits eligibility and PTO/Vacation schedules. Pilots who return to the Company within twelve (12) months from their last day worked will receive credit for prior service for all purposes including benefits eligibility and PTO/vacation schedules.

If a rehired employee returns to the Company following a break in service greater than the time periods listed above, they are considered a new employee from the effective date of reemployment for all purposes.

However, special rules apply under the Company 401(k) Plans to rehired employees. Please refer to the applicable Summary Plan Description for more information.

## Outside Employment and Conflict of Interest

The Company holds all employees to the same performance standards and scheduling expectations even if they have other jobs. Full-time employees should consider their employment with GMR to be their primary employment.

Employees should be dedicated to focusing their full attention and effort to their position with the Company. However, there are instances where employees seek secondary employment. Secondary employment is acceptable provided a second job does not interfere with work for the Company or require the use of Company resources, including supplies, phones, people, or information. This includes the potential that if overtime is required, you will be asked and expected to work your fair share.

Full-time employees who seek secondary employment with a provider of emergency or non-emergency medical transportation services must notify the Company and obtain prior approval. In cases where the Company deems as a provider or service to be a direct competitor, the secondary employment may be prohibited.

A "conflict of interest" occurs when an individual's private interests interfere or appear to interfere with the interests of the Company. Pursuant to GMR policy, an employee may not work for a direct competitor while working for GMR. A conflict of interest can arise when you take actions or have interests that may make it difficult to perform your work for GMR objectively and effectively. For example, a conflict of interest would arise if you or a member of your family receive improper personal benefits as a result of your position in the Company. The Company strictly prohibits employees from using their position at the Company to influence public officials or others for their personal benefit. Likewise, the Company strictly prohibits all employees from using their position in the Company as leverage to gain personal favors from customers, suppliers, or vendors.

## Personal Status Changes

Employees have a duty to keep the Company informed of any changes in pertinent personal information. You have access using your current HR system that enables you to update your personal information including any change of address, phone number, beneficiary and family status changes. All changes in names, marital status, or dependents must be reported within thirty (30) days of the event.

#### Access to Personnel Files

The Company maintains personnel files on all employees. The personnel files include the job applications and related hiring documents, training records, performance documentation, salary history, and other employment records.

Personnel files are the property of the Company, and access to the information is restricted. Because personnel files contain confidential information, the only persons who are permitted to see them are people with a legitimate business reason.

If you wish to review your own personnel file, please contact Human Resources. You will need to give advance notice if you wish to see your file. You may review your file only when a representative of Company Management is present. You will not be allowed to remove or copy any documents contained in your personnel file unless required by applicable state law.

## Safety in the Workplace

## Workplace Safety

The Company strives to provide a safe working environment for all employees, and realizes that employee health, safety and welfare are of primary importance. As such, the Company observes the safety laws of the governments within whose jurisdictions the Company operates. The Company will always seek to ensure a safe working environment including safe work practices and injury prevention. Safety is every employee's responsibility, and all employees are expected to do everything reasonable and necessary to keep the Company a safe place to work.

Generally, safety rules are posted on the bulletin board in each employee break area, and employees are responsible to become familiar with and observe them at all times.

## Violence in the Workplace

It is Company policy to maintain a work environment that is safe for employees, clients and the general public; and that provides efficient and stable working conditions. Please refer to GMR's Health, Safety and Risk Management Program Manual ("Safety / Risk Manual") at your local operating procedures for more details on prohibited behaviors, the procedure for reporting prohibited behaviors, and the corrective action measures that may be taken as a result of engaging in prohibited behaviors.

#### Prevention of Sexual Abuse

#### Purpose and Applicability

The Company is committed to making every reasonable effort to prevent the occurrence of sexual abuse by any employee or independent contractor associated with GMR and to deal promptly and effectively with allegations that may arise. Sexual abuse is any form of sexual nonconsensual physical contact including but not limited to rape, molestation, or any sexual conduct with a person who lacks the mental capacity or ability to exercise consent. All allegations of sexual abuse will be treated as a serious matter and investigated thoroughly. In addition, the Company will cooperate fully with any public authorities that may be investigating such matters and will take care not to interfere with any public investigation. In order to effectively address such complaints, the Company has created a Committee on the Prevention of Sexual Abuse ("PSA Committee") to ensure that its policies are followed.

The procedures set forth below represent policies that GMR and its subsidiaries will follow in addressing a report or accusation of sexual abuse by GMR personnel. All of the procedures may not apply to a given situation; likewise, they may require modification or supplementation to meet the needs of a particular case. No two situations are alike. Therefore, the PSA Committee reserves the right to modify these procedures at its discretion.

For purposes of this policy, "employee" shall be taken to include any person who either works for or represents the Company and any of its majority owned subsidiaries and managed companies, regardless of whether or not such person is compensated monetarily for such work. The conditions and obligations stated within the policy will also be applicable to non-employed personnel, consultants, interns, and employees of companies or organizations with a business or other relationship with GMR.

#### **Complaints**

Employees must immediately report to the HR Department any and all concerns regarding possible sexual abuse either experienced by the employee personally or committed by anyone else. If you are uncomfortable reporting a concern to the HR Department, please contact the Senior Vice President of HR Field Operations or the Ethics and Integrity Helpline (877-631-5722). Due to the potential harm to individuals, failure to report information relating to sexual abuse or misconduct may result in corrective action. Complaints must be reported even when the perpetrator is unknown. This policy encourages a climate of open communication, which enables employees to voice concerns at the earliest opportunity and therefore avert a larger issue in the future. In some instances, employees will make a specific allegation that is clear. In other instances, there may be an allegation that is "in the air" such as observing or hearing something that might indicate sexual abuse or misconduct but is not in itself conclusive. Employees are encouraged to report "in the air" concerns as well as more specific complaints, as the former might cumulatively enable an investigation to be instigated. No action will be taken against any employee who makes a report in good faith information indicating a violation of these Policies and Procedures and which, following investigation, proves unfounded. However, if employees knowingly and willfully report false or malicious information regarding any other employee(s), such false report may lead to corrective action or termination of employment.

It is not the employee's responsibility to ascertain whether or not the complaint is true. It is the employee's responsibility to report the concern.

Concerns that must be reported include but are not limited to:

- Any report by a patient or patient's family that he/she has been touched in a sexual manner, regardless of whether the employee believes such report;
- A practice or behavior suggesting that any GMR personnel has abused the power invested in him/her, by virtue of his or her post, to sexually touch or abuse a patient;
- An allegation that any GMR personnel has committed sexual abuse outside the work environment;
- Concerns regarding current or past sexual abuse of any GMR personnel in the workplace;
- Concerns expressed by a patient, client, hospital, health care provider, police officer or any other person about sexual or sexually inappropriate behavior exhibited by any GMR personnel.

In the event an employee receives a complaint directly from a patient alleging sexual abuse, they should take the following steps:

- Reassure the complainant that he or she was right to raise the concern;
- Address issues of confidentiality, explaining that there are limits to ensuring confidentiality to the extent that GMR personnel are obliged to report complaints, while reassuring the complainant that information will only be shared on a need to know basis;
- Inform him/her that the complaint will be provided to the appropriate HR professional who will conduct a full investigation;
- Make a written record of what has been said via the Complaint Referral Form or contact HR for assistance;
- Provide the Complaint Referral Form to HR immediately;

It is important to react calmly and listen carefully to what is being said when a report is being taken from a patient or complainant. Do not make assumptions on whether the person has been abused. It is best to ask only the number of questions required to gain a clear understanding of the complaint. The intake

of the complaint is not the time to try to determine the validity of the complaint. Therefore, it is important to not argue or "cross-examine" the complainant when they are making a report.

For all complaints of sexual abuse, the main point of contact should be GMR's Senior Vice President of HR Field Operations. If the complainant believes he or she would be victimized for making the complaint locally or if the complainant has no confidence in the local management structure to respond appropriately to the complaint, then the complaint should be raised directly with either the GMR Senior Vice President of HR Field Operations or through the Compliance Hotline. It is important to use the standard Complaint Referral Form so that all of the necessary information is recorded. These forms can be found on the Employee Portal or you may obtain assistance from the local HR professional. If the Complaint Form cannot be accessed, it is necessary to provide at least the following information if to the extent possible:

- Name of Complainant;
- Name of alleged Victim if different from Complainant;
- Contact information for Complainant and/or alleged Victim;
- Date of Incident;
- Location of Incident;
- Description of Incident;
- Name of Accused (if known);
- Witnesses;
- Other pertinent information provided in interview.

## Once a complaint has been referred to HR, the appropriate HR personnel shall assume primary responsibility for the complaint.

All claims of sexual abuse will be thoroughly investigated. The aim of these guidelines is to clarify the steps to be taken when sexual abuse is suspected and when that abuse is allegedly perpetrated by any GMR personnel. The focus of the investigation is to:

- Determine if sexual abuse has occurred and/or there is a policy violation
- Recommend appropriate and proportionate corrective action
- Protect individuals from being abused
- Highlight issues relating to poor practice/performance
- Identify practices that increase risks of abuse

The investigations of complaints will be conducted with due regard to a number of key principles including but not limited to: confidentiality, safety, impartiality, objectivity, thoroughness, timeliness and accuracy as well as safeguarding the rights of the accused employee or independent contractor. All individuals concerned, including the subject of the complaint, have the right to be treated with respect and dignity.

#### Non-Tobacco Use and Smoke-Free Environment

In keeping with the Company's intent to provide a safe and healthy work environment, smoking, vaping and the use of tobacco and synthetic tobacco products in the workplace is prohibited in the office area, break rooms, rest rooms or any confined area, except in those locations that have been specifically

designated, if any. This policy applies equally to all employees, customers, and visitors. If your base is located on the property of a hospital or agency partner, please be sure you are familiar with and adhere to their tobacco use restrictions as well.

### **Substance Abuse Testing**

GMR is currently working to harmonize its Substance Abuse Prevention and Testing policies. In the meantime, GMR maintains separate Substance Abuse Prevention and Testing policies – each applicable to either the Ground or Air business.

The Company recognizes that alcohol and substance abuse can create a hazard both for the user and for those persons who come in contact with the user. While each employee is ultimately responsible for his or her own safety and health, the Company recognizes its parallel responsibilities to provide as safe a workplace as possible and to comply with all applicable laws and regulations.

To meet this responsibility, GMR currently maintains Substance Abuse Prevention and Testing policies specific to the Air and Ground businesses. The Substance Abuse Prevention and Testing policy for all Ground businesses is accessible at

https://portal.emsc.net/home/AMR/SafetyRisk/Safety%20%20Health%20Manual/Forms/AllItems.aspx. The Substance Abuse Prevention and Testing policies relevant to the Air businesses are accessible on each business' shared drive or by contacting the Program Administrator or the HR partner for your area. Each of these policies will stand as the authority for Ground and Air employees in applying substance abuse testing and processes along with enforcement of substance level quantities that indicate an employee is under the influence of a prohibited substance. All GMR employees are encouraged to review and understand the Substance Abuse Prevention and Testing policies applicable to them.

As a part of the Company's commitment to provide a safe place for its employees to work and to promote a drug-free community, all employees are covered under either the Air or Ground Substance Abuse Prevention and Testing policy.

## Use of Cell Phones/Other Electronic Devices While Driving / in Transport

In general, the Company prohibits the use of cell phones or other electronic devices while driving on Company time. Please refer to GMR's Safety / Risk Manual and your local operating procedures for more details on these restrictions and how they may apply to you.

## On-The-Job Injury

Any injury or illness, no matter how minor, suffered in the course of employment must be reported immediately to your Manager. If you suffer an injury or illness while on the job, please refer to GMR's Safety / Risk Manual and your local operating procedures for more information regarding workplace safety and on-the-job injuries.

Failure to adequately report on-the-job injuries may impact an employee's entitlement to benefits under applicable state workers' compensation laws.

## Working with Others

## **Open Door Policy**

The Company is committed to maintaining a positive working environment for all employees. However, in any work environment there will be occasions when problems and complaints arise. It is important that such problems and complaints be discussed so that a resolution can be reached. Most problems can be solved with good faith discussions and actions, but if issues are not freely discussed then they can become more serious. Therefore, it is the responsibility of everyone to help maintain a good working atmosphere throughout the Company.

The Company has adopted the following procedure for handling suggestions, problems and complaints:

- If you have a suggestion, problem or complaint, discuss the matter with your Manager.
- If the suggestion, problem or complaint is not satisfactorily resolved by the immediate Manager, or the problem or concern involves your Manager, meet with the next level of management. Managers at all levels will listen to the suggestion, problem or complaint and attempt to recommend a satisfactory solution.
- If the suggestion, problem or complaint has not been resolved, or if the nature of the issue is such that you do not want to discuss it with an Operations Manager, you may discuss it with a member of Human Resources.

Employees may bring issues to a Human Resources Representative at any time.

When you use this Open Door Policy, you will receive an answer promptly. While the Company may not be able to provide the solution you desire, Management or Human Resources will listen to your concerns and have frank and open communication with you regarding any issue you feel needs to be brought to Management's attention.

The Company encourages you to use the above procedures, and every effort will be made to render a fair and just decision. Once a decision is made, an explanation will be provided to you.

#### Self-Disclosure

All employees must report all actions resulting in an arrest, and all criminal convictions, deferral judgments, or plea bargains involving a felony or misdemeanor, to a Human Resources Professional and your direct leader or on-duty supervisor no later than five (5) calendar days after the date any of the action(s) mentioned above. In states where traffic citations may result in loss of driver's license, employees operating Company vehicles must also disclose such citations no later than five (5) calendar days after the date the citation is issued.

## Workplace Etiquette

Whether you work in the field or within an office environment, it is important to always be respectful of your coworkers and workspace. Remember that you are in a workplace and that your behavior at all times must be professional. The Company reserves the right to ask you to remove items that may cause sensitivity to others, that may present a health or safety issue, or that may not project a professional workplace environment. Please contact your local leadership for more specific guidelines.

#### Absence from Work

Employees must report for work punctually as scheduled and must work all scheduled hours and any required overtime. Excessive tardiness and poor attendance disrupt workflow and increases the workload of fellow employees.

Excessive absences or tardiness may result in corrective action or termination of employment. Check with your local leader or local Operating Guidelines for more detail on what may constitute "excessive" absences or tardiness at your location.

When an employee is unable to come to work, he or she is expected to notify the direct leader as established by the leader or local Operating Guidelines.

For purposes of this guideline, unexcused absences do not include:

- FMLA-qualifying absences; or
- Other authorized or legally-protected absences.

If an employee does not show up for work or call into the leader for two consecutive days, it will be considered job abandonment and the employee may be discharged.

Any two "no-call no-show" days in any twelve-month rolling period may result in termination of employment.

Employees covered by a collective bargaining agreement should refer to their contract regarding this section.

#### **Employee Conduct and Corrective Action**

The Company expects all employees to abide by certain work rules of general conduct and performance at all times. Managers are expected to monitor and enforce these work rules on a consistent basis. Employees are subject to corrective action for any of the offenses listed below under Standards of Conduct and for failing to perform their job duties in a satisfactory manner.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace; however, conduct deemed to be unacceptable behavior may result in corrective action or termination of employment. Management, in its sole discretion, reserves the right to determine when an employee's behavior is unacceptable and when and what corrective action is necessary under a given circumstance. Similarly, employees may be subject to corrective action for poor performance and violation of other policies and procedures. The type of corrective action that may be imposed may vary depending on the facts and circumstances surrounding each case. Violations of any of the policies and procedures contained in this Handbook may lead to corrective action or termination of employment.

The type of corrective action that may be imposed may include a verbal warning, written warning, suspension, performance improvement plan, or last chance agreement. The Company may also discharge an employee, with or without prior corrective action, if warranted by the particular circumstances. Nothing in this Handbook creates an obligation to follow a particular corrective action procedure. Management retains the right and absolute discretion to correct employee actions based on the facts of each case. Management may skip certain corrective action steps or repeat certain corrective action steps depending on particular facts of each situation. If an investigation is required into allegations of misconduct, the Company may place an employee on unpaid administrative leave pending the outcome of the investigation.

Employees may appeal certain work-related decisions affecting their employment relationship, including any corrective action or employment termination. For more information, please review the Internal Appeal Process set forth in this Handbook or contact your local Human Resources professional.

#### Standards of Conduct

<u>Although not intended to be an exhaustive list</u>, the following are examples of prohibited actions that may lead to immediate termination of employment:

- Falsification of employment, personnel or other records, regardless of the date the falsification is discovered. This includes but is not limited to applications, reports, time records, and statements under the responsibility of the employee.
- Disclosing Confidential Information to outsiders as defined in the Company's Confidentiality policy.
- Gambling or fighting on Company property.
- Unethical conduct or conduct that creates a conflict of interest.
- Stealing the Company's property, a client's or customer's property or the property of any employee; or misappropriation of Company property or the property of other employees or client partners.
- Reporting to work under the influence of alcohol or illegal drugs; improper use of legal drugs; possession, sale or use of marijuana or illegal drugs or chemicals or consumption of alcohol while working on Company business.
- Gross negligence or willful acts in the performance of duties resulting in damage to Company property or injury to others.
- Insubordination.
- Violation of the Company's equal opportunity or sexual harassment policies.
- Serious safety violations.
- Non-work-related activities that disrupt or interfere with Company operations.
- Failure to perform assigned work (including mandatory overtime) or to comply with work/safety rules.
- Violation of Company policies, HIPAA or other patient privacy laws, regulations and policies.
- Misuse of Company electronic equipment.
- Use of threatening or violent behavior or abuse of another individual.
- Failure to report personal injury resulting from an on-the-job work situation.
- Excessive absenteeism or tardiness.
- Two consecutive days of absenteeism without notice.
- Carrying, possessing, or using a firearm or any dangerous weapon while on duty or on Company premises, unless specifically permitted by an applicable state or local law.
- Use of language or action that is inappropriate in the workplace whether racial, sexual or of a similar offensive nature. This does not restrict an employee's right under Section 7 of the

National Labor Relations Act, if applicable, to engage in protected activities with other employees concerning wages, hours and working conditions.

- Making an audio or video recording of any Company employee, work area (including vehicles) or patient without advance written authorization from the location's management. This does not restrict an employee's right under Section 7 of the National Labor Relations Act, if applicable, to engage in protected activities with other employees concerning wages, hours and working conditions.
- Sleeping on the job unless authorized under local operating procedures.
- Leaving work premises for non-work-related activities without management authorization/prior approval.

Management reserves the right in its sole discretion to issue any form of corrective action or discharge an employee at any time. While the circumstances of a particular case may warrant termination of employment for a first offense, other cases may result in corrective action intended to give the employee an opportunity to succeed in his or her job.

## **Anti-Bullying Workplace**

The Company does not *in any instance* tolerate bullying behavior. The Company will issue corrective action or will discharge any employee who it determines has violated this anti-bullying policy.

The Company defines bullying as unreasonable behavior by one or more perpetrators that is persistent and that demeans, intimidates or humiliates one or more people. Bullying can take many forms and includes but is not limited to:

- Threatening, humiliating or intimidating conduct toward a coworker.
- Work interference/sabotage that prevents work from getting done.
- Verbal abuse, including shouting or yelling at a person, personal insults, or using offensive nicknames.
- Socially or physically excluding a co-worker in work-related activities.

Such behavior violates the Company's Code of Ethics, which clearly states that all employees will be treated with dignity and respect.

Bullying behavior can take a variety of forms, such as:

- Verbal conduct, which may include slandering, ridiculing or maligning a person or their family; persistent name-calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; or abusive or offensive remarks.
- Physical conduct, which may include pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property, or nonverbal gestures that can convey threatening messages.

Bullying conduct can also occur via a variety of different means, including in person or via the use of electronic or telephonic communications, such as the internet, email, blogs, text messages, chat messages, and/or the misuse of camera or recording equipment.

The following are additional examples of conduct that may constitute or contribute to evidence of bullying in the workplace:

Persistent and unreasonable singling out of one person.

- Making obscene or intimidating gestures.
- Not allowing a person to speak or express oneself (i.e., ignoring or interrupting).
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Deliberately interfering with mail or other communications to a coworker.
- Spreading rumors or gossip regarding any individual(s).
- Negatively manipulating the ability of someone to complete his or her work (e.g., overloading, underloading, withholding information, setting deadlines that cannot be met, or giving deliberately ambiguous instructions).
- Taking credit for another person's ideas.
- Deliberately excluding an individual or isolating them from work-related activities, such as team meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (such as defacing or marking up property).

If you feel you have experienced bullying, please report the situation immediately to your supervisor or Human Resources. Any supervisor who learns of a complaint of bullying behavior (either formally or informally) should immediately forward the matter to the attention of Human Resources.

Upon receipt of a report of a potential violation of this Policy, the Company will immediately undertake or direct an investigation into the allegations at issue. The investigation will typically include, but not be limited to, interviews with the reporting individual, the accused, and any other individuals who are believed to have relevant knowledge concerning the allegations.

Any employee determined to have violated this Policy will be subject to appropriate disciplinary action, up to and including termination. Disciplinary action may also be taken against any manager or supervisor who condones or ignores a potential violation of this policy or otherwise fails to take appropriate action to enforce this policy.

The Company strongly encourages all employees to promptly report any bullying conduct they experience or witness, so that the Company can quickly investigate and take appropriate action. No employee will be subject to, and the Company prohibits, any form of retaliation for making a good faith report of a perceived violation of this policy.

## **Employee Appearance**

The Company expects all employees to present a professional image while at work and while in uniform. It is essential that each employee, regardless of department/location, present a neat, clean and professional appearance, creating a favorable business image, whether dealing with clients or the public in a direct or indirect manner. For specifics regarding employee appearance guidelines in your area, please check with your local leaders or Operational Guidelines.

## **Employment of Relatives**

Members of an employee's immediate family will be considered for employment on the basis of their qualifications and in accordance with the Company's equal employment opportunity and affirmative action policies.

For purposes of this policy, an immediate family member includes mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, son-in-law and daughter-in-law. Immediate family members may not be hired if employment would result in any of the following:

- A subordinate relationship with a family member.
- The potential for creating an adverse impact on work performance.
- An actual conflict of interest or the appearance of a conflict of interest, or the potential for favoritism.

This policy will also be applied when considering employees for transfer or promotion.

#### Fraternization

The Company has no desire to interfere with the private lives of employees or their off-duty conduct. However, the Company does reserve the right to take whatever action it deems appropriate, in its discretion, to protect Company interests where such conduct poses a potential or actual negative impact upon the work environment. In order to preclude potential problems such as appearances of bias, favoritism, conflicts of interest, interference with the productivity of co-workers and charges of sexual harassment, the Company strictly prohibits supervisors and managers from dating or engaging in romantic or sexual relationships with employees who report directly or indirectly to them.

The terms "dating" and "romantic or sexual relationships" include but are not limited to: casual dating, serious dating, casual sexual involvement where the parties have no intention of carrying on a long-term relationship, cohabitation and any other conduct or behavior typically associated with romantic or sexual relationships.

The Company's restrictions on romantic relationships apply regardless of the sexual orientation of the employees involved.

## **Internal Appeal Process**

The Company encourages an open workplace atmosphere, including through its internal appeal process; whereby, all employees have an avenue to appeal certain work-related decisions affecting their employment relationship. Work related decisions include the issuance of certain written corrective action documents and the involuntary termination of an individual's employment with the Company. Documented verbal warnings and documented coaching and counseling actions are not typically eligible for review under the Internal Appeal Process. However, all employees should promptly report any complaint or concern about unlawful discrimination, harassment or retaliation to their local Human Resources professional, a local leader, or any other HR professional or leader at the Company.

The Company's expectation is that an employee will submit his or her appeal in a timely manner and the Company's representatives will provide a timely response. However, except for the initial 30-day window from the date of issuance for an employee to start the appeal process, there are not firm deadlines for completion of the steps in the appeal process. The general guideline and goal are that the employee and Company will work together to move through the appeal process steps to completion in approximately 90 days or less from receipt of the employee's first notice of appeal.

The steps below provide the basic details of the internal appeal process. These steps do not apply to employees covered by a CBA – for such employees, please refer to your CBA for information on the grievance process that you will need to follow.

Step 1: An employee is encouraged to describe the issue in writing and give a copy to his/her direct leader and local HR Professional within 30 days of the work-related action in question. Upon receiving the notice from the employee, the direct leader and local HR Professional should plan to discuss the issue with the employee and with those determined to have pertinent information related to the appeal and then render a timely written response to the employee following those discussions.

Step 2: If an employee is not satisfied with the response at Step 1, he/she should appeal the decision rendered in Step 1 in writing to the next level of leadership. The next level leader should plan to discuss the appeal with the employee, review all other pertinent information, and then render a timely written response to the employee.

Step 3 Final Review: If an employee is not satisfied with the response at Step 2, he/she may appeal the decision in writing to his/her respective Regional President or Department Head as well as the Region's or Department's Director of Human Resources. The senior level executive and Director of Human Resources will discuss the matter with the employee individually and, as appropriate, with those determined to have pertinent information related to the appeal and will render a timely final decision to the employee. No further appeal may be processed after the third and final review.

The Company does not permit employees to bring witnesses or counsel to any of the meetings described in the previously mentioned steps. Moreover, the process is not intended to be an opportunity for mediation or to construct a negotiated settlement. Rather, it is an opportunity for employees to explain why they believe the original decision at issue should be reconsidered and changed, and to offer any mitigating circumstances or exculpatory information.

## Separation of Employment

A separation of employment may occur because of an employee's resignation, termination, or retirement. Termination of employment may be with or without cause or due to a reduction in the work force. Termination for cause may result from a violation of Company policies or guidelines, operational or clinical policies and protocols or other misconduct, or from unsatisfactory job performance.

The Company reserves the right to discharge an employee for any reason and at its own discretion, with or without advance notice.

Upon separation of employment, employees must return all Company property.

## Notice of Resignation

If you wish to resign from your employment with the Company, you are requested to give written notice to your immediate leader at least ten business days before the effective date of the resignation. For Director and above positions, the Company asks that you provide at least a twenty business day advance notice of your resignation.

## **Career Development**

### Internal Promotion / Transfer Opportunities

The Company endeavors to promote from within and offer open positions to assist current employees in their professional development and provide opportunities for growth when possible. Current employees may be considered for internal promotions and transfers based on new work responsibilities, increased skill levels, operational needs of the Company and, where applicable, educational achievements. Other criteria that may be considered are previous performance review ratings, attendance records, any corrective action history and time on the job.

Current open positions may be advertised internally at the discretion of the Company. If advertised internally, employees may review open positions on the Company Career page.

The following conditions apply if you are applying for an internal opportunity:

- You should be in your current position for a minimum of six (6) months prior to applying for a transfer/promotion.
- The Company reserves the right to waive the six-month requirement if it is in the best interest of the Company as determined by management.
- Formal written corrective action received within six (6) months of the posting date may disqualify you from consideration for a transfer or promotion.

If an employee is promoted or transferred from one company/location to another, then current seniority will be recognized for purposes of Paid Time Off (PTO) accruals and holiday pay (if applicable); health insurance eligibility; and vesting in the Company's retirement plans. For purposes of shift bids and salary, the new location including any applicable CBA terms will determine if seniority is recognized from previous Company locations.

After a promotion or transfer to a new location, you will be eligible for all benefits applicable for that position/location, provided you meet any other eligibility requirements for those benefits.

Employee-initiated transfers to new locations are generally limited to once in any 12-month period, although exceptions may be made with Leadership approval.

If you are interested in transferring from one Company operation to another, you are encouraged to discuss it with your immediate leader. Following the discussion with your immediate leader, please apply using the internal Careers link.

For any questions you have regarding promotions or transfers between locations or companies or locations, please contact your local HR representative.

#### Performance Feedback

It is important to know what is expected in your job and how your actual performance compares with these expectations. You will receive on-the-job feedback from your Leader concerning your job performance. This feedback may be verbal or in writing. The Company strongly encourages open and effective communication between employees and their Managers concerning job performance.

## Work Environment

#### **Bulletin Boards**

All non-union bulletin boards are owned by the Company and are considered Company property. Only authorized representatives of the Company are allowed to post notices on the bulletin boards. All employees are expected to read the bulletin boards and are considered to have knowledge of all information posted by the Company. Employees are prohibited from removing, altering, or defacing any posting on Company bulletin boards.

Employees who are covered by a collective bargaining agreement should refer to their contract regarding use of union bulletin boards.

#### Meals and Rest Periods

The Company provides meal and rest periods as required by applicable federal, state and local law. For non-field employees, the start and end times of meal breaks are generally scheduled for each employee to accommodate the needs of each department. The Company believes that taking breaks from computer screens and servicing patients is important for productivity, and that employees generally do a better job when they take regular breaks. Please check with your local leader or local Operating Guidelines / policies for specific guidance on meal and rest periods.

#### Lactation Accommodation

To assist the transition of women from maternity leave back to work following the birth of a child, and in accordance with Federal law and applicable state and local laws, the Company provides lactation accommodations to all mothers who choose to continue breastfeeding after returning to work.

The Company provides reasonable break times for an employee to express breast milk for a nursing child each time the employee has a need to express the milk, for up to one year after the child's birth unless a longer time is required by state or local law.

For non-field employees, a private and sanitary employee lactation room (not a bathroom), or other non-bathroom suitable space that is shielded from view and free from any intrusion by coworkers or the public, will be provided during work hours. Employees who have private offices may, of course, use the office for milk expression if preferred.

Employees may use their own cooler packs to store expressed milk, or Company provided coolers as required by state or local law or may store milk in a designated refrigerator/freezer. Employees should provide their own containers that are clearly labeled with name and date.

Please work with your leader and HR Professional to arrange for reasonable break times and proper non-bathroom locations for expressing milk. This may include working with various customer facilities to ensure that a proper location is made available in accordance with applicable law.

### **Emergency Response Team**

GMR holds the Federal Emergency Management Agency (FEMA) master contract to supply emergency and non-emergency air and ground transport to patients in a nationally recognized emergency or disaster situation. Deployment assignments as part of the Emergency Response Team (ERT) are strictly voluntary and separate from an employee's normal position scope, responsibilities, work schedule and pay rate. Employees interested in applying to be considered an ERT member should review information and apply at: https://portal.emsc.net/home/AMR/oem/default.aspx

Members of the ERT assist communities in times of need, using their dynamic skills and compassionate spirit to have a positive impact on the lives of others. As the nation's leading medical transportation company, GMR must be ready to respond to emergency events wherever they might occur across the United States. This means having a team of professionals prepared now and, in the future, to deploy immediately to wherever local governments and communities need us, or when we are called upon at a national level.

As a prerequisite to apply, employees must complete the FEMA National Incident Management System (NIMS) online training listed below at: <a href="https://training.fema.gov/nims/">https://training.fema.gov/nims/</a>

IS-100 - Introduction to the Incident Command System

IS-200 - Basic Incident Command System for Initial Response

IS-700 - An Introduction to the National Incident Management System

IS-800 - National Response Framework, an Introduction

Employees will be asked to upload a certificate of completion for each of the required courses in submitting their application.

Although an extremely rewarding experience, deploying as a volunteer ERT member is very different than what an employee experiences in normal situations. The hours are long, the pace is grueling, and the living conditions may be uncomfortable. The following provides details of what employees may expect during a voluntary deployment as an ERT member.

#### Lodging

ERT member employees should not expect lodging during travel into and out of theater during deployment and demobilization. The expectation is for the ERT member employees assigned to a FEMA unit to drive straight through to the theater destination as safely as possible by alternating drivers and resting in the unit unless approved otherwise by National Command Center (NATCOM).

Once in theater, lodging will be provided via a base camp or hotel; however, for the first one to three nights in theater, ERT member employees may be required to sleep in an ambulance until the base camp or hotel can be arranged.

Meals will also be provided while in theater; however, they may be military grade meals-ready-to-eat (MRE).

ERT member employees should be prepared to deploy at any time and it is highly recommended to have a "72-Hour-Go-Kit" ready. A check list to assist employees prepare a 72-Hour-Go-Kit is available on the OEM department site at:

https://www.amr.net/solutions/federal-disaster-response-team/references-and-resources/72-hour-packing-list.pdf

#### **Safety**

Safety for ERT member employees is always the number one priority. All deployed assets will be available for around-the-clock operations and assigned ERT member employees must not be fatigued to the extent that their safety, the safety of others, or the mission is

compromised. An example of a deployed asset would be a fully staffed and equipped ALS ambulance. This asset will be available 24 hours a day, seven (7) days a week (24/7). This does not mean that the original ERT member employees assigned to the asset must be available 24/7. The crew may be alternated to assure continuous in-service status, the asset remains available 24/7. The very nature of a disaster deployment means that an event has happened or may happen that warrants action to protect life, property, or the environment. In all probability, the disaster area will contain certain hazards that are not incumbent to routine daily operations. These hazards include, but are not limited to:

- Operating in inclement or rapidly changing weather conditions
- Night-time or limited visibility operations
- Austere living conditions
- Poor road conditions
- Debris
- Flooding
- Power outages, downed power lines
- Extended operational shifts with limited rest breaks
- High-stress environment

#### **ERT Shifts**

Assigned shift lengths for ERT member employees will be based on disaster criteria and the encountered work environment. Factors such as workload distribution, mission intensity, time-on-task, and transport time will influence shift lengths. Once in theater, Incident Command will provide your assignment and shift schedule that will match the need of the disaster or EMS incident.

ERT member employees should be aware that a typical deployment lasts an average of 14 days, but the length of the deployment could change at any time. ERT member employees are expected to complete a minimum of 14 days on deployment and will have the option to extend or return home.

## Employee Conduct During Overnight Travel and Deployment

#### **Business Ethics**

The successful business operation and reputation of GMR is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of GMR is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to GMR and its customers to act in a way that will merit the continued trust and confidence of the public. GMR will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine

the proper course of action, the matter should be discussed openly with your immediate supervisor/lead or a Manager for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every GMR employee. Disregarding or failing to comply with this standard of business ethics and conduct during or after work hours could lead to corrective action or termination of employment.

#### **Employee Conduct**

All employees of GMR must conduct themselves in a professional manner at all times and should not behave in any manner that would be harmful to the reputation of the company with its customers, clients or partners. All employees of GMR must follow company guidelines and policies when representing GMR and any of its companies and/or traveling on business overnight on behalf of GMR. Any employee activities on or off duty, including activities away from a job site, that could have a negative impact on the Company or the employee's integrity are prohibited.

#### Off Duty Activities:

- Activities during off duty time or rest periods must not involve any undue risks to team members that could result in the interruption or delay of the work assignment and mission.
- Planned outings during off duty or rest times for employees who are part of a team or crew should be communicated to the team lead or supervisor. The lead or supervisor should be advised of time of departure, travel arrangements, destination and time of return. It is recommended that employees who are part of a work team or crew travel with one or more team members, as appropriate and feasible, when leaving lodging area unless otherwise approved by the team or crew lead or supervisor.
- The purchase and consumption of alcohol while in a company uniform or branded apparel visible to the public is always prohibited.
- Off duty alcohol consumption on overnight travel, deployment or assignment is discouraged. However, team members imbibing alcohol should use all moderation and discretion and should not drink to excess or within 8 hours of reporting for duty, or in any other circumstance that causes an employee to be unable to attend to their job duties due to still being under the influence of alcohol. Employees unable to conduct their job duties may be recalled to their home base and may face corrective action or termination of employment.

It is not possible to list all the forms of behavior that are considered unacceptable during business travel, special overnight deployment or assignment; please refer to the GMR Standards of Conduct for examples of infractions that may result in disciplinary action, up to and including termination of employment.

## Computer Use and Electronic Communications

At times, the Company provides employees with electronic communication devices, equipment, and technology, including but not limited to computer equipment, software, operating systems, storage media, network accounts providing electronic mail, Internet browsing, and FTP. These systems are the property of GMR and are to be primarily used for business purposes in serving the interests of the company, and of our clients and customers in the course of normal operations.

Please review GMR's Acceptable Use Policy or contact an IT representative for more information on the acceptable and unacceptable use of GMR-provided information assets, electronic devices, and network resources. Security, availability, and confidentiality policies, including the Acceptable Use policy, are posted on GMR's intranet and are reviewed and updated on an annual basis by management.

Effective security is a team effort involving the participation and support of every GMR employee and affiliate who deals with information and/or information systems. It is the responsibility of every computer user to know these guidelines, and to conduct their activities accordingly.

## Blogging and Social Networking

The Company recognizes that social networking (such as personal websites, blogs, social media platforms, online group discussions, text messaging, message boards, chat rooms, etc.) are used by many of our employees. The Company respects the right of our employees to maintain a blog or post a comment on social networking sites. However, the Company is also committed to ensuring the use of such communications serves the needs of our business by maintaining the Company identity, integrity and reputation in a manner consistent with our values. In addition, in light of the nature of our business, there are also risks for HIPAA violations whenever anyone posts any information about work related matters. Further, the Company has a business interest in protecting its logo, company names, and other intellectual property and in making sure its employees do not violate criminal or civil law, patient privacy rights, or Company policies or guidelines. An employee should be aware of his or her obligations in this regard.

To protect the interests of the Company, employees and others, all employees must adhere to the following rules:

- If an employee identifies himself or herself as an employee of the Company on any social networking site, the employee should not represent himself or herself as a spokesperson for the Company. If the Company is a subject of the content the employee is creating, the employee should be clear and open about the fact that he or she is an employee and should make it clear that his or her views do not represent those of the Company, fellow employees, patients, customers, suppliers or people working on behalf of the Company. If an employee publishes a blog or post online related to the work the employee does or subjects associated with the Company, employees should make it clear they are not speaking on behalf of the Company. It is best to include a disclaimer such as: "The postings on this site are my own and do not necessarily reflect the view of the Company."
- All rules regarding confidential business information apply in full to blogs and social networking sites. Any information that cannot be disclosed through a conversation, a note or an e-mail also cannot be disclosed on a blog or social networking site. The transmission of confidential patient material or other confidential or proprietary information, without the permission of the patient or the Company, is prohibited. Confidential information is defined as the Company's trade secrets and proprietary business information, as well as any information regarding the Company's customers or patients to whom the Company or its employees provide care.
- Any conduct or statement that is impermissible under the law or Company policy if expressed in any other form or forum is impermissible if expressed through a social networking site. For example, posted material that is discriminatory, defamatory or malicious is prohibited.

Company guidelines, including but not limited to the Equal Employment Opportunity policy, Standards of Conduct, Non-Discrimination and Non-Harassment policy, and Violence in the Workplace policy, apply equally to employee comments on social networking sites even if done on nonworking time. Employees are encouraged to review those sections of the Employee Handbook for further guidance.

Employees are prohibited from using the Company's corporate logo on a social networking site or other online forum for any commercial purpose, or in relation to the use of alcohol, drugs or firearms, or for or in relation to any malicious, threatening, unlawfully harassing or violent conduct. Employees are similarly prohibited from using the Company's intellectual property for any purpose. Employees are reminded that there are civil and criminal penalties for posting copyrighted material without authorization.

Any employee who violates this policy may be subject to corrective action or termination of employment. The Company reserves the right to monitor all public blogs and social networking forums for the purpose of protecting its interests and maintaining compliance with policies.

If you have any questions at all regarding this policy, contact the appropriate Human Resources professional.

## Personal Electronic Equipment

#### **Phone Policy**

The Company must maintain numerous telephone lines in order to conduct business. If an employee uses a Company phone for personal calls, he or she might delay a business call. When incoming calls cannot get through, the Company loses credibility, which damages the Company's reputation for providing excellent customer service.

Personal phone calls must be brief. This applies to personal cellular phones as well. Non-exempt hourly employees should limit all personal phone calls to breaks or during meal breaks. The Company prohibits the use of Company phones for personal long-distance calls. Please speak with a leader regarding appropriate phone lines for personal use.

The Company prohibits employees from using personal phones or any recording device to record audio or video of any individual performance, coaching/counseling/investigatory or group meetings or other audible events occurring while on duty or on Company premises, without express prior authorization from an appropriate Company leader.

#### **Photographic Equipment**

The use of any photographic device, still or video cameras to copy confidential or proprietary information, or to photograph or video other individuals, events, incidents or areas in the workplace without express prior authorization from an appropriate Company leader, is strictly prohibited and may be in violation of HIPAA regulations. Under Section 164.502(a)(1) of HIPAA regulations, a covered entity may not use or disclose protected health information except when required by law, to the individual, or for purposes of treatment, payment or health care operations. HIPAA Policy 102(a) through 102(l) states the Company's policy and procedures regarding the use and disclosure of protected health information in accordance with federal HIPAA regulations.

The workplace includes but is not limited to hospitals, client sites, or any other areas where an employee is engaged in work-related duties.

#### Responsibilities for Leadership Personnel

The use of cellular phones, tablets and PDAs by leadership personnel is often required as part of normal daily responsibilities. As with any policy, leaders are expected to serve as role models for proper compliance with the provisions above and are encouraged to regularly remind employees of their responsibilities in complying with this policy.

Violations of this policy will result in corrective action or termination of employment, depending on the severity of the infraction.

Employees in possession of Company equipment such as cellular phones, tablets and PDAs are expected to protect the equipment from loss, damage or theft. Upon separation from employment or at any time upon request, the employee must produce the phone or device for return or inspection.

#### Safety Issues for Cellular Phone Use

Employees are expected to use their cellular phones in a safe manner. Safety must come before all other concerns.

Employees operating company vehicles must avoid distractions while the vehicle is in motion, in accordance with the following:

- Texting or emailing (creating, sending or reading) are prohibited while driving a Company vehicle.
- Eating, drinking and grooming are prohibited while driving a Company vehicle.
- Employees functioning in a passenger role while in Company vehicles should handle all jobrelated radio and cell phone traffic on behalf of the driver when the vehicle is in motion.
- Drivers of Company vehicles used for patient transport shall not use a cell phone while driving, unless an emergency exists requiring a call to 911 or there is a need for the driver to assist the attendant with hospital contact.
- In those rare instances when cell phone use is authorized, the use of a hands-free device is encouraged. In these cases, the driver should increase his/her following distance behind vehicles ahead.

The Company will not be liable for the loss of personal items brought into the workplace.

## Video / Audio Recording Devices

In order to encourage open communication, a free exchange of ideas, spontaneous and honest dialogue and an atmosphere of trust, the Company has adopted the following policy concerning audio and video recording in the workplace. It is a violation of the Company's policy to record conversations, phone calls, or company meetings, or to take any pictures of the Company's work spaces, confidential information or trade secret information or processes, with any recording device (including but not limited to a cellular telephone, smart phone, PDA, digital recording device, camera, digital camera, video recorder, etc.), unless the photograph or recording is designed to document a safety hazard or memorialize protected concerted activity concerning terms and conditions of employment, or for other similar purposes that are protected by applicable law. A violation of this policy may result in corrective action or termination of employment.

Please note that the Company may have security or surveillance cameras operating in areas throughout the Company's facility, including areas where Company meetings or

conversations may occur. The purpose of such security devices or surveillance cameras is to protect legitimate trade secrets and confidential Company information such as proprietary processes and products, as well as to discourage theft and/or robbery and aid in the investigation of such allegations.

# Payroll & Timekeeping

## Paydays and Wages

GMR employees are paid according to their local payroll operations. Payroll cycles and pay practices may differ by company and location, so it is always best to raise any questions regarding pay, pay statements, or payroll deductions to your local HR representative or Operations Manager.

## Recording Time Worked

Accurately recording time worked is the responsibility of every employee. Federal and state laws require GMR to keep an accurate record of time worked in order to calculate employee pay and benefits.

For information on additional policies and procedures for recording time worked applicable to you, please speak with your supervisor or local Operations Manager.

#### Overtime

GMR complies with all federal, state, and local laws and regulations when determining and calculating overtime for eligible employees.

For more specific provisions on the policy and procedures around overtime that are applicable to you, please refer to your local operating procedures or speak with your supervisor or local Operations Manager.

#### Call-In Procedures

If situations arise where an employee needs to miss a scheduled day of work, they are expected to follow their local operating procedures for providing notice to their manager and others.

For more information on the call-in procedures applicable to you, please refer to your local operating procedures or speak with your supervisor.

As discussed in GMR's "Absence from Work" policy, if the employee does not show up for work or call into the leader for two consecutive days, it will be considered job abandonment and the employee may be discharged.

Any two "no-call no-show" days in any twelve-month rolling period may result in termination of employment.

## **Administrative Pay Corrections**

GMR takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid on the scheduled payday. However, in the unlikely event that there is an error in the amount of pay, the employee must promptly bring the discrepancy to the attention of their supervisor and / or the Payroll Department so that corrections can be made as quickly as possible.

For more information on how to request a payroll correction, please speak with your supervisor or the Payroll Department.

## **Benefits**

## Overview of Employee Benefits

The financial and medical welfare of GMR employees is of paramount importance to the Company. As such, the Company offers competitive retirement and health insurance packages to employees who satisfy the eligibility requirements.

Employees will receive a personalized enrollment kit, which will outline plans, costs, effective dates and enrollment windows. Most enrollments are handled via the online website at <a href="https://www.takecaretakecharge.net">www.takecaretakecharge.net</a>. It is the employee's responsibility to enroll online for all benefits.

#### **Eligibility**

Full-time employees may be eligible to participate in the benefit plans the Company offers.

## Benefits that may be offered include

- 401(k) retirement plan
- Medical insurance
- Dental insurance
- Life insurance
- Accidental death and dismemberment insurance
- Vision insurance
- Long-term disability insurance
- Short-term disability insurance
- Employee Assistance Program (EAP)
- Health and Dependent Care Flexible Spending Accounts (FSAs)
- Other voluntary insurance

The Company may also offer voluntary Insurance Plans (e.g., pet, legal, auto, home) in some locations.

This brief description of the benefit plans is not meant to be a substitute for the plan documents, contracts, summary plan descriptions, etc. If you have any questions regarding your financial or health benefits, please refer to the information provided at <a href="https://www.takecaretakecharge.net">www.takecaretakecharge.net</a>.

## Paid Time Off

#### 2020 PTO Policies

GMR is currently working to harmonize its PTO plans over a two-year period. In the meantime, GMR maintains two separate PTO policies – one applicable to a majority of its Ground businesses and one applicable to its Air businesses.

The current Ground and Air PTO policies are designed to allow PTO each year for vacation, illness, personal days and other short-term absences. It combines traditional vacation and sick leave plans into one flexible PTO benefit. As a healthcare services provider, GMR values and recognizes the importance of the health and well-being of all employees. As such, employees are encouraged to use PTO to help maintain a balanced life.

For more information on the 2020 PTO policy applicable for the Ground or Air business, please refer to ServiceNow or Workday, respectively.

## Holidays

The Company acknowledges and supports the need for employees to take time off from work to celebrate holidays with friends and family.

The Company generally observes the following paid holidays each year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Dav

For purposes of determining the applicability of this policy, field employees are defined as those employees performing field operations, patient contact or communications duties. All other employees are considered non-field employees including office, billing, fleet services, support services and maintenance staff.

Full-time and part-time field employees are eligible for premium holiday pay from the first day of part-time or full-time employment. Field employees must work on the holiday in order to be eligible for premium holiday pay.

Full-time non-field employees are eligible for holiday pay from the first day of full-time employment. Non-field employees must work their entire shift on the last scheduled day before a holiday and the first scheduled working day following the holiday in order to be eligible for holiday pay, unless PTO on these days has been approved.

When a recognized holiday falls on a Saturday, it will be observed on the Friday before the holiday. Recognized holidays that fall on a Sunday will be observed on the following Monday. Unless authorized, part-time and temporary non-field employees are not eligible for holiday pay.

Non-exempt employees who work holidays will be paid a holiday premium rate. Holiday compensation will be paid to all non-exempt employees who work on a holiday between 0000.00 and 2359.59 hours for any hours worked on the holiday. Employees are not permitted to accumulate holiday pay.

Employees may take off religious or other holidays that are not observed as Company holidays either by using accumulated PTO or by taking the time as unpaid leave if PTO is not available. Approval for such time off must be obtained in advance from the employee's direct leader.

#### Bereavement Leave

The Company is aware of the sensitivity surrounding the loss of an immediate family member. Any full-time employees suffering this misfortune shall be granted paid time off for bereavement, funeral arrangements, and / or attendance at the funeral up to a maximum of three calendar days. The three calendar days may be taken consecutively or intermittently, provided the intermittent days are taken within ten (10) days of the initial day of bereavement time off.

For purposes of this policy, an immediate family member is defined as a spouse / domestic partner, parent, grandparent, child, grandchild, sibling, aunt, uncle, and niece / nephew, as well as any corresponding in-law or "step" relation.

Some states extend bereavement leave to other individuals not included in the Company's definition of "immediate family." In those states, the Company will comply with any such state or local laws. For more information, please contact an HR professional.

PTO days may be used to extend this time if requested and approved. Proof of the death, for example via a newspaper obituary, funeral service handout, or other appropriate documentation may be requested to prevent abuse of this policy. If an employee does not have any PTO available, the employee may be allowed to extend bereavement leave greater than three days, but such leave will be unpaid.

Bereavement leave requests must be approved by immediate Manager and recorded in existing time and attendance system.

## Jury Duty

In the event an employee is called for jury duty or other civic duty (such as to appear in court in response to a valid subpoena) that will interfere with work obligations, he or she must notify their direct leader immediately upon receipt of such notice. For those days that an employee must serve on jury duty and were regularly scheduled work days, he or she will be paid their regular base pay, on an hour-for-hour basis, for each hour spent on jury duty. Employees will be required to submit proof of service to their respective HR Professional. Employees shall be required to work when they are not required to be in court.

The Company will pay for up to ten (10) days of jury duty per calendar year less any jury duty pay received by the employee from the court. Jury duty beyond this time is without pay from the Company. Hours paid for jury duty will not be included as hours worked for purposes of any overtime pay calculations. Temporary personnel are not eligible to receive paid time off for a jury leave.

Some states and localities have laws regarding time off for jury duty and other civic duty, and the Company will comply with any such state or local laws. Please see a HR Professional for more information.

## **Voting Accommodation**

Voting is both an important responsibility and a privilege that all citizens share. The Company strongly encourages all employees to exercise their voting rights in all local, state and federal elections.

Under most circumstances, it is possible to vote either before or after work. The Company encourages employees to use the time before/after work or utilize early voting times or an absentee ballot. If it is necessary for you to arrive late or leave work early to vote in any election, arrangements must be made with the respective leader no later than two (2) days prior to Election Day.

Some states and localities have laws regarding time off for voting and the Company will comply with any such state or local laws. Please contact your Human Resources Department for more information.

## Leaves of Absence

The Company provides certain approved leaves of absence to employees as set forth in more detail below. Each situation is evaluated on an individual basis and on its merits, in accordance with applicable federal, state and local law.

Authorized leaves of absences (LOAs) include:

- Family and Medical Leave (FMLA)
- Disability Leave
- Workers' Compensation Leave
- Military Leave, and
- Personal Leave.

All eligible leaves of absence will run concurrently rather than taken one after the other (e.g., if an employee qualifies for a FMLA LOA, the employee will also be deemed to be taking a Disability LOA and Personal LOA at the same time).

The following provisions do not supersede any provision of an applicable federal, state or local law regarding leave time or protected absences from work. Employers are required to apply provisions of state leave laws if they are more generous to the employee requesting the leave. Some states have laws that provide additional leave protections (e.g. California CFRA/PDL/KinCare) and the Company will comply with all such state or local laws. For more information on this important benefit, please contact the HR Department.

#### FMLA Leave of Absence

#### **Definitions**

Serious Health Condition (for any leave other than Military Caregiver Leave) – an illness, injury, impairment, or physical or mental condition that involves either:

- Any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care;
- Continuing treatment by a health care provider that includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to any of the following:
  - A health condition (including treatment for, or recovery from, the health condition)
    resulting in a period of incapacity of more than three consecutive, full calendar days, and any
    subsequent treatment or period of incapacity relating to the same condition, that also
    includes:
    - Treatment two or more times within 30 days of the incapacity by or under the supervision of a health care provider; or
    - One treatment by a health care provider with a continuing regimen of treatment.
  - Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence.

- A chronic serious health condition that continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to the health care provider is not necessary for each absence.
- A permanent or long-term health condition for which treatment may not be effective (e.g., Alzheimer's, terminal cancer, a severe stroke). Only supervision by a health care provider is required, not active treatment.
- Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of morethan three consecutive days if not treated (e.g. chemotherapy, radiation, dialysis, etc.)

#### Serious Health Condition (for Military Caregiver Leave) – any of the following:

- An injury or illness incurred by the covered service member in the line of duty on active duty in the Armed Forces, or that existed before the employee's active duty and was aggravated by service in the line of duty on active duty, and that is either:
  - A continuation of a serious injury or illness that was incurred or aggravated when the veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
  - A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and the need for military caregiver leave is related to that condition; or
  - A physical or mental condition that substantially impairs the veteran's ability to work because of a disability or disabilities related to military service, or would do so absent treatment; or
  - An injury that is the basis for the veteran's enrollment in the Department of Veterans
     Affairs Program of Comprehensive Assistance for Family Caregivers.
- Any <u>one</u> of these definitions meets the FMLA's definition of a serious injury or illness for a covered veteran regardless of whether the injury or illness manifested before or after the individual became a veteran.

**Next of Kin** – for Military Caregiver Leave, the nearest blood relative to the veteran who is not the spouse, son or daughter of the veteran, and can include siblings, grandparents, aunts, uncles and cousins.

**Rolling 12-Month Period** – the Company calculates FMLA leave on a rolling 12-month look-back period, which means that an employee's 12-month period is measured backward from the date any FMLA leave is used.

**Single 12-Month Period (for Military Caregiver Leave)** – begins on the first day an employee takes Military Caregiver Leave and ends 12 months after that date. Once an employee begins taking leave to care for a covered service member with a particular serious injury or illness, he or she may take up to 26 workweeks of leave during the 12 consecutive months following the first date leave is taken. If an employee does not use his or her entire entitlement during this "single 12-month period," the remaining workweeks of leave are forfeited.

#### **General Policy**

FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in any rolling 12-month period for specified family and medical reasons, or up to 26 weeks for certain military-related medical reasons.

A leave of absence under FMLA runs concurrent to a qualified DLOA, PLOA, and/or any other qualified LOA. Employees are required to use their accrued PTO to supplement their paid benefits or for any leave time that is unpaid to the extent possible under the law.

#### **Employee Eligibility**

Employees are eligible if they have:

- Worked for a covered employer;
- Worked for the employer for a total of 12 months in the past 7 years (or longer if the break in employment was the result of certain military service); and
- Worked at least 1,250 hours during the 12 months immediately preceding the leave.

Although FMLA additionally requires that the employer have at least 50 employees within 75 miles, GMR will evaluate requests that do not satisfy this requirement on a case-by-case basis.

Part-time employees are also eligible for FMLA leave; however, they must meet the 1,250-hour requirement (approximately 24 hours per week, on average). An eligible part-time employee is entitled to 12 workweeks of leave based on his or her regularly scheduled hours, with intermittent leave determined on a proportional basis by comparing the adjusted schedule to the normal work schedule, pursuant to FMLA regulations.

Employees who are covered by a collective bargaining agreement are not automatically eligible for leave and are subject to the terms, conditions and leaves set forth in their respective collective bargaining agreement.

#### **General Leave Entitlement**

Pursuant to the FMLA, GMR will grant an eligible employee up to a total of 12 work weeks of unpaid leave during a rolling 12-month period for one or more of the following reasons:

- For the birth and care of a newborn child of the employee:
- For placement with the employee of a son or daughter for adoption or foster care;
- To care for an immediate family member (spouse, child or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of his or her own serious health condition.

Pursuant to FMLA regulations, spouses who both work for GMR are entitled to a combined total of 12 weeks leave in a 12-month period to care for a newborn child or the placement and initial care of an adopted or foster care child.

#### **Military Caregiver Leave Entitlement**

Pursuant to the FMLA, the Company will grant up to a total of 26 workweeks of unpaid leave in a single 12-month period to care for a family member with serious injuries or illnesses incurred in military duty who is undergoing medical treatment, recuperation, or therapy for the serious injury or illness.

During any 12-month period, however, an employee is entitled to a maximum of 26 weeks' leave, even if he or she is eligible for both Military Caregiver Leave and the General Leave entitlement under FMLA.

#### **Qualifying Exigency Leave Entitlement**

Pursuant to the FMLA, the Company will grant an employee up to 12 workweeks of unpaid leave during the rolling 12-month period to handle various non-medical exigencies arising out of the fact that an employee's spouse, son, daughter or parent is on active military duty, or is on call to active duty status (including stepchildren and parental in-laws).

There are eight (8) types of "qualifying exigencies" that may qualify for this type of FMLA leave:

- Short-notice deployment: leave to address any issue that arises from an impending call or order to active duty in support of a contingency operation seven days or less prior to the date of deployment (available only for a 7-day period after the date of notice of deployment);
- Military events and related activities: leave to attend any military ceremony, program, or event related to the active duty or call to active duty status or to attend certain family support or assistance programs and informational briefings;
- Childcare and school activities: leave to arrange or provide for childcare or school-related activities;
- Financial and legal arrangements: leave to make or update various financial or legal arrangements relating to the call to active duty;
- Counseling: leave to attend counseling (by someone other than a health care provider) when necessary as a result of the active duty or call to active duty status;
- Rest and recuperation: leave to spend time with a covered military member who is on short-term, temporary, rest-and-recuperation leave during the period of deployment (up to five days);
- Post-deployment activities: leave to attend arrival ceremonies (including funeral or memorial services), reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following active duty status; and
- Additional activities: leave to address other events arising from military duty agreed upon between employer and employee.

#### **Intermittent FMLA Leave Entitlement**

Intermittent FMLA LOA is leave taken in increments due to an illness or injury, rather than in one continuous period of time. This may include FMLA LOA taken on a reduced leave schedule, which means a leave schedule that reduces the hours an employee works in a workweek or workday.

To qualify for intermittent leave, the need must be medically necessary because of a serious health condition. For intermittent FMLA LOA, after the time period in an employee's original certification has expired and in certain other circumstances, the Company will require that recertification is provided from the health care provider every 30 days, certifying that the employee still needs to take leave on an intermittent basis.

Intermittent FMLA LOA can be used to attend appointments with a healthcare provider for necessary treatment of the employee's own serious health condition or that of a qualifying family member.

#### **Treatment of Merit / Service Dates / PTO**

Any merit increase an employee is granted for a year in which the employee was on FMLA LOA will not be prorated for the time the employee was on FMLA LOA.

Employees on FMLA LOA will not experience a break in their service date.

PTO or vacation is not accrued during the pay period(s) for which an employee is on leave without pay.

#### **Benefits**

During FMLA LOA, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

While on FMLA LOA, all employees are still required to pay their portion of their health benefits. Non-payment of premiums will result in the cancellation of coverage and the employee will be offered COBRA. The employee should contact the Benefits Service Team to discuss payment of premiums.

GMR will continue employer contributions. Employees will not be required to reimburse the company for employer contributions if the employee does not return from leave.

#### **Notice and Certification Requirements**

If the need for FMLA is foreseeable, then the Company requires that employees report the need for leave at least 30 days prior to the first day of absence to the direct leader or HR and the Reed Group. If 30 days' notice of foreseeable FMLA LOA is not practicable because of an employee's lack of knowledge about when the leave will need to begin, or a change in circumstances, or a medical emergency, then the employee must provide notice as soon as practicable.

If the need for leave is unforeseeable, an employee must give notice of the need "as soon as practicable," and per the FMLA regulations it should generally be practicable for an employee to provide notice of unforeseeable leave within such reasonable timeframe as is established in an employer's usual and customary leave and absence notification policies, absent unusual circumstances.

If an employee fails to provide timely notice and there are no unusual circumstances in the particular instance, then the Company may count any absences during the delay as non-FMLA absences and apply the Company's attendance policy to those absences.

#### **Requesting FMLA Leave**

Reed Group administers the leave process; however, an employee is required to also communicate with their leader regarding the leave. An employee should schedule a meeting with his or her leader or call My HRConnection to discuss the details of his or her leave, including benefits during the leave.

LOAs can be requested by calling Reed Group at 800-501-8431 or you can start the process online at the Reed Group self-service home page available through OKTA under employee leave of absence.

If the need for leave is due to an employee's own serious health condition or that of an immediate family member, then the Company requires that the employee provide a medical certification completed by their health care provider. Medical certification forms can be obtained from Reed Group. You must contact Reed Group to initiate the Leave of Absence and get the appropriate certification forms. For non-Military Caregiver Leave, the Company may also require obtaining a second or third medical opinion (at the Company's expense) and that periodic recertification is provided. The Company may also require an employee to provide periodic reports during their FMLA LOA regarding their status and intent to return to work.

If an employee has taken FMLA LOA for his or her own serious health condition, the Company may require that, upon return from leave, the employee provide a fitness-for-duty certification from the primary care physician or treating physician, stating that the employee is able to return to work. The Company may also require that an employee submit to a Physical Agility Test, where applicable.

The Company may delay or deny FMLA LOA if an employee fails to comply with any aspect of the Company's notice and procedural requirements, absent unusual circumstances.

#### **Special Procedures for Military Caregiver Leave**

For Military Caregiver Leave that also qualifies as leave taken to care for a family member with a serious health condition, employers are required to designate such leave as Military Caregiver Leave first.

As with other types of FMLA LOA, the Company will require that a health care provider completes an appropriate certification of the need for Military Caregiver Leave.

#### **Special Procedures for Qualifying Exigency Leave**

The Company will require that when requesting this type of FMLA LOA an employee provides a copy of the covered military member's active duty orders or other military documentation to support the qualifying exigency.

As with other types of FMLA LOA, the Company will also require an appropriate certification setting forth the various details of such leave.

#### **Special Procedures for Intermittent Leave**

If intermittent leave is foreseeable, based upon planned medical treatment, an employee must provide their immediate direct leader and their local HR Professional with at least 30 days' prior notice. If the intermittent leave is not foreseeable, an employee must give notice of the need for leave as soon as possible.

When using intermittent leave for scheduled appointments or treatment, employees are required to attempt to schedule their leave so as not to disrupt the normal business of their respective operations or department.

In addition, pursuant to the FMLA regulations, the company may ask an employee who need intermittent leave to transfer temporarily, during the period that the intermittent or reduced-schedule leave is required, to an available alternative position that the employee is qualified for and that better accommodates recurring periods of leave than the employee's regular position.

#### **Return from FMLA Leave**

When returning from FMLA LOA or any type of LOA, the employee must communicate their return to work date to Reed Group and to their GMR leader. This will help ensure systems are updated appropriately for the employee's return to go smoothly.

Employees will be returned from FMLA LOA to their same position or one that is equivalent in pay, benefits and working conditions, including privileges, perquisites and status, unless the position has been eliminated.

GMR may deny reinstatement to certain "key employees" on FMLA LOA who are among the highest paid 10% of employees within 75 mile radius of the worksite, if such denial is necessary to prevent substantial and grievous economic injury to the operations of the employer. GMR will notify employees if they qualify as "key employees" if it intends to deny reinstatement, and of their rights in such instances.

In addition, any use of FMLA LOA will not result in the loss of any employment benefit that an employee earned or was entitled to before using FMLA LOA. In addition, FMLA LOA will not be counted against an employee for purposes of the Company's attendance and punctuality policies.

## Disability Leave of Absence

#### **Employee Eligibility**

This leave is for an employee who is unable to work due to his or her own serious health condition.

All full- and part-time employees working at least 30 hours per week are eligible to take disability leave.

Employees who are covered by a collective bargaining agreement are not automatically eligible for leave and are subject to the terms, conditions and leaves set forth in their respective collective bargaining agreement.

#### **Leave Entitlement**

The maximum time for a DLOA, which is unpaid, will be no more than six (6) calendar months of leave (including non-consecutive leave time) in any rolling twelve (12) month calendar period from the onset of the leave. If an employee fails to return to work at the expiration of an authorized DLOA, he or she may be discharged subject to any applicable federal or state law.

**Rolling 12-Month Period** – the Company calculates DLOA leave on a rolling 12-month look-back period, which means that an employee's 12-month period is measured backward from the date any DLOA leave is used.

A DLOA runs concurrent to a qualified FMLA LOA, PLOA, and/or any other qualified LOA. Employees are required to use their accrued PTO to supplement their paid benefits or for any leave time that is unpaid to the extent possible under the law.

#### **Benefits**

For the duration of an approved leave of absence, an employee's medical insurance coverage under any Company group health plan will continue up to the maximum length of the leave permitted or the employee returns from their LOA, whichever is sooner.

While on LOA, all employees are still required to pay their portion of insurance premiums. Non-payment of premiums will result in the cancellation of coverage and the employee will be offered COBRA continuation coverage. The employee should contact the Benefits Service Team to discuss payment of premiums. GMR will continue employer contributions. Employees will not be required to reimburse the company for employer contributions if the employee does not return from leave.

## **Treatment of Merit / PTO**

If an employee has been on an extended LOA (generally in excess of thirty days) that is not protected by the FMLA or another applicable law, then any annual merit increase for the employee may be prorated to reflect only time actively at work. No proration will occur for any time on an approved FMLA LOA or other legally protected absence or leave.

PTO or vacation is not accrued during the pay period(s) for which an employee is on leave without pay.

#### **Requesting DLOA Leave**

Reed Group is the company's Leave Management Administrator.

An employee must request a DLOA prior to the leave start time through Reed Group, as well as communicate with their leader about the requested leave time. After approval of a DLOA, an employee

must provide physician certification every thirty (30) days during the DLOA to Reed Group unless the DLOA is concurrently covered by the FMLA LOA or an applicable state law.

#### **Return from DLOA Leave**

If granted DLOA, the Company will make reasonable efforts to hold an employee's position open for the period of the approved leave.

If all FMLA LOA time has been exhausted, the Company cannot guarantee that an employee will be returned to his or her position upon the expiration of their DLOA. If the former position is unavailable and the employee does not apply for a transfer to a different position, then employment will terminate as of the last day of the DLOA, subject to the provisions of applicable state or federal law.

#### **Fitness for Duty**

All employees returning from a DLOA must provide medical certification of their fitness to return to work.

## Workers' Compensation Leave of Absence

#### **Employee Eligibility**

If an employee suffers a workplace injury or illness, they may be eligible for an unpaid Workers' Compensation Leave of Absence (WCLOA).

Employees who are covered by a collective bargaining agreement are not automatically eligible for leave and are subject to the terms, conditions and leaves set forth in their respective collective bargaining agreement.

#### **Leave Entitlement**

The maximum time period for a WCLOA is not to exceed more than twelve consecutive (12) months within any rolling eighteen (18) month period from the onset of the leave, subject to applicable state and federal law. If an employee fails to return to work at the expiration of the authorized leave, he or she may be discharged.

**Rolling 18-Month Period** – the Company calculates WCLOA leave on a rolling 18-month look-back period, which means that an employee's 18-month period is measured backward from the date any WCLOA leave is used.

A WCLOA will run concurrent with any other qualified LOA.

#### **Treatment of Merit / PTO**

If an employee has been on an extended LOA (generally in excess of thirty days) that is not protected by the FMLA or another applicable law, then any annual merit increase for the employee may be prorated to reflect only time actively at work. No proration will occur for any time on an approved FMLA LOA or other legally protected absence or leave.

PTO or vacation is not accrued during the pay period(s) for which an employee is on leave without pay.

#### **Return from WCLOA Leave**

The Company does not guarantee re-employment to any individual. Pursuant to the Company's Transitional Work Assignment Policy, transitional work assignments are generally only available to employees who have suffered a covered workers' compensation injury or illness. The Company may offer transitional work assignments to other employees as required by state or local law or in the

Company's discretion. Employees should refer to the Transitional Work Assignment Policy for more details.

If an employee has been discharged due to expiration of a WCLOA, they are welcome to apply for the next advertised opening in their original job classification. Because of this, an employee may no longer qualify for payments from the workers' compensation benefit plan.

#### Fitness for Duty

If an employee has taken a WCLOA, then upon his or her return from leave they may be asked to provide a fitness-for-duty report from their healthcare provider stating they are able to return to work and may also be required to pass a Physical Agility Test where applicable.

## Military Leave of Absence

The Uniformed Services Employment and Reemployment Rights Act (USERRA) prohibits discrimination against persons because of their service in the Armed Forces Reserve, the National Guard, or other uniformed services. USERRA prohibits an employer from denying any benefit of employment based on an individual's membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services. USERRA also protects the right of veterans, reservists, National Guard members, and certain other members of the uniformed services to reclaim their civilian employment after being absent due to military service or training.

#### **Employee Eligibility**

Any employee who enters into eligible military service is eligible to take MLOA.

**Eligible Military Service** – includes performance of a duty on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period of time for which an employee is absent to determine fitness for duty.

#### **Leave Entitlement**

Eligible employees are permitted to take leave in accordance with the provisions of USERRA.

#### Use of PTO

MLOAs are unpaid, but an employee may use accrued PTO / vacation pay during the absence.

#### Treatment of Merit / Service Date / PTO

Merit increases to pay will not be prorated for the time an employee was on MLOA.

Upon return from the MLOA, any break in employment due to military service will not be treated as a break in service for purposes of determining forfeiture of accrued benefits and accrual of benefits under any retirement plan.

#### **Benefits**

If an employee chooses to continue health benefits while on MLOA, the Company will continue to pay the Company-portion of insurance premiums for up to twelve (12) months, so long as the employee remains on active duty and pays the employee-portion of premiums during that time. The employee will then be offered continuation of benefits under COBRA for up to an additional twelve (12) months or as otherwise required by applicable federal or state law.

#### **Applying for Return from MLOA**

As with the other company leaves, Reed Group administers and tracks MLOA and should be contacted to initiate the leave.

Any employee who enters the uniformed services of the United States will be granted a MLOA as needed. To qualify for return from the MLOA, the employee must:

- Provide the Company's respective HR Professional with written or verbal notice at least 30 days in advance of service, unless the giving of notice is precluded by military necessity.
- Apply for the return from MLOA with the Company's respective HR Professional and Reed Group according to these guidelines and submit to the Company's respective HR Professional and Reed Group the required Company documentation:

Length of Period of Military Service:	Reapply No Later Than:
Less than 31 days	Next regular workday after completion of service and time to travel from place of service to residence, plus eight hours.
More than 30 days, but less than 181 days	14 days after completion of service.
More than 180 days	90 days after completion of service.

#### **Return from MLOA**

Upon return from MLOA and in consultation with the Company HR Professional and a member of the Company's Law Department, the employee will be placed in the position he or she would have attained were it not for the break in employment, unless the employee is not qualified to perform that job and cannot be trained through reasonable efforts of the Company. If not so qualified, the employee will be placed in the position he or she held when the MLOA commenced, or a position of like seniority, status and pay. If a disability incurred during or aggravated by military service prevents the employee from performing the job he or she would have held were it not for the break in service, despite the Company's efforts at reasonable accommodation of the disability, the employee will be placed in a position of like seniority, status and pay, if one is available. If no such position is available, the employee will be placed in a job that is the nearest approximation of like seniority, status and pay.

In the event of a dishonorable discharge from military service and in accordance with the Company's Self Disclosure Policy, the reasons for such discharge will be evaluated to determine the employee's future employment status with the Company.

#### Personal Leave of Absence

If an employee is ineligible for any of the leaves described in this handbook, he or she may request an unpaid Personal Leave of Absence (PLOA).

#### **Employee Eligibility**

An eligible employee is one who is classified as a Full Time Employee and has completed ninety (90) consecutive days of full-time employment with the Company.

Employees who are covered by a collective bargaining agreement are not automatically eligible for leave and are subject to the terms, conditions and leaves set forth in their respective collective bargaining agreement.

## **Leave Entitlement**

A PLOA cannot exceed 90 days in any rolling 12-month period. A PLOA runs concurrent to a qualified FMLA LOA, DLOA, and/or any other qualified LOA. A PLOA must be a continuous absence and cannot be taken on an intermittent or reduced-schedule basis.

Prior to requesting a Personal Leave, Employees must first exhaust any accrued paid time off.

#### **Treatment of Merit / PTO**

Any merit increase an employee is granted for a year in which the employee was on PLOA will be prorated based on the amount of time the employee was on leave.

PTO or vacation is not accrued during the pay period(s) for which an employee is on a PLOA or other leave without pay

#### **Benefits**

For the duration of an approved PLOA, an employee's health insurance coverage under any Company group health plan will continue up to the maximum length of the leave permitted or the employee returns from their PLOA, whichever is sooner.

While on a LOA, all employees are still required to pay their portion of the insurance premiums. Non-payment of premiums will result in the cancellation of coverage and the employee will be offered COBRA continuation coverage. The employee should contact the Benefits Service Team to discuss payment of premiums.

#### **Requesting Personal Leave**

The approval or denial is based on the discretion of the operation's management.

A PLOA form must be completed and submitted to local leadership. Leadership will then email the form directly to Reed Group for tracking. The LOA form can be obtained from the HR Knowledgebase on the MyHRConnection portal or from HR.

Reed Group does not approve or deny personal leave but may help the Company track such leaves once they are approved.

#### **Granting Personal Leave**

Personal leave may be granted due to special circumstances as determined on an individual basis by the employee's department head and their HR Professional. PLOA will be granted or denied at the sole discretion of the Company.

#### **Return from Personal Leave**

If an employee is granted PLOA, efforts will be made to hold his or her position open for the period of the approved leave. However, the Company cannot guarantee an employee will be returned to their position either before or upon the expiration of the leave.

If an employee's former position is unavailable and transfer to a different position is not feasible, their employment will terminate as of the last day of their PLOA subject to the provisions of applicable state and Federal law.

If an employee fails to report to work promptly at the expiration of the approved PLOA period, GMR will assume the employee has resigned and process a separation from employment.