



Premier Aquatic Services

EMPLOYEE HANDBOOK
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Employee Handbook

Table of Contents

Purpose of This Employee Handbook	1
Let's Communicate	2
Employee Relations Philosophy	2
If You Have a Question	2
What You Can Expect From Us	3
Introductory Period	3
Equal Employment Opportunity Policy	3
Requests for Accommodation	3
Literacy Assistance	4
Policy Against Unlawful Harassment, Discrimination, and Retaliation	4
What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against	7
Diversity and Inclusion Policy	8
Timekeeping and Payroll Practices	9
Employee Classification	9
Full-Time Employees	9
Part-Time Employees	9
Temporary and/or Seasonal Employees	9
Non-Exempt Employees	9
Exempt Employees	9
Your Pay	10
Timekeeping Procedures	10
Overtime and Work Schedule	11
Meal Periods (California)	12
Rest Periods (California)	13
Recovery Periods for Employees (California)	13
Seating	14
Lactation Break	14
Company Benefits	15
Paid Holidays	15
Paid Vacation	15
Paid Sick Leave	17
Insurance and Retirement Benefits	18
Additional Employee Benefits	18
State Mandated Insurance Benefit Programs (California)	18
State Disability Insurance	18
Family Temporary Disability Insurance	18
Workers' Compensation Insurance	19
Training and Education	20
Leaves of Absence	21
Civic Duties (California)	21
Civil Air Patrol Leave (California)	21

Family and Medical Leave Act/California Family Rights Act.....	22
Leave for Emergency Rescue Personnel (California).....	27
Leave for Organ and Bone Marrow Donors (California)	27
Leave for Victims of Domestic Violence, Sexual Assault, or Stalking (California).....	27
Leave for Victims of Felony Crimes (California).....	28
Medical Leave of Absence.....	29
Military Leave of Absence (California).....	30
Military-Related FMLA Leave	30
Pregnancy Disability Leave of Absence (California)	34
Rehabilitation Leave (California)	35
School Disciplinary Action Leave (California)	35
Unpaid Family School Partnership Leave (California)	35
What We Expect of You	36
Employee Conduct.....	36
Absenteeism and Tardiness.....	36
Alcohol and Drug Policy	37
Attitude	39
Client Relations.....	39
Damage to Property	39
Fraud, Dishonesty and False Statements	39
Gambling.....	40
Gifts and Gratuities	40
Illegal Activity	40
Insubordination	40
Misuse of Property	40
Off-Duty Use of Facilities	40
Off-Duty Social and Recreational Activities	41
Outside Employment	41
Personal Appearance and Behavior	41
Personal Mail	42
Personal Telephone Calls and Visits.....	42
Political Activity	42
Poor Performance.....	43
Romantic or Sexual Relationships with Other Employees	43
Sleeping.....	43
Smoking	44
Solicitation - Distribution Policy	44
Theft.....	44
Workplace Violence Policy	44
Procedures and Guidelines.....	45
Background Screening	45
Bulletin and Message Boards.....	45
Company Keys/Entry Cards	45
Company Vehicles	45
Conflicts of Interest.....	46
Hazardous and Toxic Materials	46
Housekeeping.....	46

Meetings.....	47
Parking	47
Personnel Records.....	47
Point System and In-Service Training	48
Safety	49
Searches and Inspections	49
Technology and Information.....	50
Cellular Phones, Smartphones, Tablets, and Other Handheld Electronic Devices.....	50
Company Computers, Databases, Email, Voice Mail, and the Internet	51
Fax Machines, Copiers, Printers, and Scanners.....	55
Protection of the Company’s Trade Secrets and Confidential Information.....	56
Social Media, Social Networking, and Blog Policy	57
Unauthorized Interviews	58
Changes in Status.....	59
Changes in Personnel Records.....	59
Outside Inquiries Concerning Employees	59
Notice of Resignation	59
Exit Interview.....	59
To Sum It All Up	59
ARIZONA Addendum to Employee Handbook.....	60

Purpose of This Employee Handbook

This handbook is designed to acquaint you with Premier Aquatic Services, LLC (hereinafter referred to as “Premier Aquatic Services” or the “Company”) and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, personnel policies, and employment policies in effect at the time of publication. Premier Aquatic Services has the ability to prospectively add, change, delete, or modify policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person’s consent or agreement. Therefore, other than the at-will agreement contained in the handbook’s Employee Acknowledgment and Agreement, this handbook should not be construed as creating any kind of “employment contract.”

As provided in the Employee Acknowledgment and Agreement, nothing in this handbook creates or is intended to create a promise of continued employment for a definite term. Employment at Premier Aquatic Services is employment at-will and may be terminated at the will of either Premier Aquatic Services or the employee, with or without cause or prior notice. This handbook shall supersede any and all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment. Your status as an “at-will” employee may not be changed except in writing signed by the President/CEO of Premier Aquatic Services.

Let's Communicate

Employee Relations Philosophy

We are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. Over the years, our Company has earned a fine reputation in our industry. We know that our reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We will continue to look to our employees for ideas about how to improve all areas of our business -- areas like customer service, safety, efficiency, and employee relations.

If You Have a Question

We encourage you to discuss questions or concerns regarding this handbook, your job, or any work-related issues you may experience with us. We cannot address any of your questions or concerns unless we know about them.

If you have a problem, please speak with your immediate supervisor as soon as possible. Your immediate supervisor is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you prefer not to speak with your immediate supervisor, or if you feel your immediate supervisor cannot or has not satisfactorily resolved the issue, contact the Personnel Manager. Finally, if you still feel the need to speak to other members of management, we encourage you to contact the President/CEO.

If you have a complaint of harassment, discrimination, or accommodation, please refer to the Equal Employment Opportunity Policy or the Policy Against Unlawful Harassment, Discrimination and Retaliation in this handbook.

Premier Aquatic Services takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible under the circumstances. You are encouraged to utilize this procedure without fear of retaliation.

What You Can Expect From Us

Introductory Period

All full-time employees, including rehires, are subject to an introductory period of ninety (90) days at the outset of employment with the Company or when they are informed by Management their employee classification has changed from part-time to full-time. Non-exempt employees who are part-time and/or temporary/seasonal employees are subject to Premier Aquatic Services' Point System, where each shift has the potential to earn a point. These employees are considered to be in their introductory period until they reach a total of thirty-nine (39) points. Further details on the Point System are described in this Handbook under Procedures and Guidelines.

During the introductory period, your job performance, attendance, attitude and overall interest in your job will be assessed. Employees who fail to demonstrate the expected commitment, performance, and attitude may be terminated at any time during the introductory period. However, completion of the introductory period does not change or alter the "at-will" employment relationship. You continue to have the right to terminate your employment at any time, with or without cause or notice, and Premier Aquatic Services has the same right. Additionally, during the introductory period, you may not be eligible for certain Company benefits.

As a result of an excused absence during your introductory period or for other reasons identified by management, Premier Aquatic Services may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all employees and applicants without regard to race (including hair texture and protected hairstyles including braids, twists, and locks), ethnicity, religion, color, sex (including childbirth, breastfeeding and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform servicemember and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other protected status in accordance with all applicable federal, state, and local laws.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Requests for Accommodation

Premier Aquatic Services is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees', unpaid interns', and volunteers' religious

beliefs and observances. This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Premier Aquatic Services will provide a reasonable accommodation for any known physical or mental disability of a qualified individual and/or employees' religious beliefs and observances, provided the requested accommodation does not create an undue hardship for Premier Aquatic Services and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual.

If you require an accommodation to perform the essential functions of your job and/or for your religious beliefs or observances, you must notify the Personnel Manager. Once Premier Aquatic Services is aware of the need for an accommodation, Premier Aquatic Services will engage in an interactive process to identify possible accommodations.

If you believe that you have been treated in a manner not in accordance with these policies, please notify Premier Aquatic Services immediately by speaking to the Personnel Manager. You are encouraged to utilize this procedure without fear of retaliation.

Literacy Assistance

Premier Aquatic Services will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for Premier Aquatic Services. Employees who need time off to participate in an adult education program for literacy assistance should inform the Personnel Manager so arrangements can be made to provide unpaid time off or an adjusted work schedule. Employees may choose to use any accrued paid vacation benefits, if available, in lieu of unpaid leave. Premier Aquatic Services will make reasonable efforts to safeguard the employee's privacy.

Policy Against Unlawful Harassment, Discrimination, and Retaliation

Premier Aquatic Services is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, Premier Aquatic Services strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of race (including hair texture and protected hairstyles including braids, twists, and locks), ethnicity, religion, color, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform servicemember and veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, or any other category protected by applicable state or federal law.

Premier Aquatic Services' policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers, as well as to all unpaid interns and volunteers. Premier Aquatic Services prohibits managers, supervisors, and employees from harassing co-workers as well as Premier Aquatic Services' customers/clients, vendors, suppliers, independent contractors, and others doing business with Premier Aquatic Services.

Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. Premier Aquatic Services likewise prohibits its customers/clients, vendors, suppliers, independent contractors, and others doing business with Premier Aquatic Services from harassing our employees.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, and sexual orientation. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances;
- Offering an employment benefit (such as a raise, promotion, or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or pictures, cartoons, or posters;
- Verbal sexual advances, propositions, requests, or comments;
- Sending or posting sexually-related messages or videos via text, instant messaging, or social media;
- Verbal abuse of a sexual nature, graphic verbal comments about an individual's body, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, gender identity, or gender expression; and
- Verbal abuse concerning a person's characteristics, such as pitch of voice, facial hair, or the size or shape of a person's body, including remarks that a male is too feminine or a woman is too masculine.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, Premier Aquatic Services strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, epithets, and any other offensive remarks;

- Jokes, whether written, verbal, or electronic;
- Threats, intimidation, and other menacing behavior;
- Inappropriate verbal, graphic, or physical conduct;
- Sending or posting harassing messages or videos via text, instant messaging, or social media; and
- Other harassing conduct based on one or more of the protected categories identified in this policy.

Examples of What Constitutes Abusive Conduct and Workplace Bullying: In addition to the above listed conduct, the Company strictly prohibits abusive conduct and workplace bullying that is humiliating, intimidating, and/or unreasonable to the context of the situation. By way of illustration only, and not limitation, such prohibited harassment includes:

- Slandering, spreading rumors or gossip about an individual, or persistent name-calling that is hurtful, insulting or humiliating;
- Shouting or raising one's voice at an individual in public or in private;
- Public humiliation in any form, including public reprimands or using a person as the subject of jokes;
- Constant criticism on matters unrelated or minimally related to the person's job performance or description;
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings;
- Sabotaging someone's work or encouraging others to disregard a supervisor's instructions; and
- Intentionally impeding someone's ability to do their work by setting unrealistic deadlines, unreasonable workloads, or giving deliberately ambiguous instructions.

If you have any questions about what constitutes harassing behavior, ask your supervisor or another member of management.

Prohibition Against Retaliation: Premier Aquatic Services is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of Premier Aquatic Services regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with Premier Aquatic Services regarding alleged unlawful activity;
- Providing notice to Premier Aquatic Services regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities.

Premier Aquatic Services is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and observances. In addition, Premier Aquatic Services will not penalize or retaliate against an employee who is a victim of domestic violence, sexual assault, or stalking for requesting leave time or changes in the workplace to ensure the employee's safety and well-being.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against, or Retaliated Against

If you feel that you are being or have been harassed, discriminated against, or retaliated against in violation of this policy by another employee, supervisor, manager, clients, or third-party doing business with Premier Aquatic Services, you should immediately contact the Personnel Manager. In addition, if you observe harassment by another employee, supervisor, manager, or non-employee, please report the incident immediately to the individual listed above.

Supervisors who receive any complaint of harassment, discrimination, or retaliation must promptly report such complaint to the Personnel Manager.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take whatever steps are necessary to address the situation. Premier Aquatic Services takes all complaints of unlawful harassment seriously and will not penalize you or retaliate against you in any way for reporting a harassment problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. Premier Aquatic Services prohibits employees from hindering internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be

treated as confidentially as possible, consistent with Premier Aquatic Services' need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any employee, supervisor, or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.

Diversity and Inclusion Policy

Premier Aquatic Services is committed to fostering and preserving a culture of diversity and inclusion. Our employees are our most valuable asset and as such we embrace and encourage our employee's differences in race, ethnicity, religion, color, sex, gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, veteran status, marital status, pregnancy, age, political affiliation, socio-economic status, genetic information, disability, or any other characteristic that makes our employees unique.

Our diversity and inclusion initiatives are applicable, but not limited, to our practices and policies on recruitment, compensation and benefits, professional development and training, promotions and transfers, employee social programs, layoffs and terminations, and building of company culture. Our policy is intended to develop a work environment that encourages and enforces respectful communication and cooperation between all employees, teamwork and employee participation permitting the representation of all groups and perspectives, and a work/life balance that accommodates employee's varying needs. Employees who believe they have been subjected to any kind of discrimination that conflicts with Premier Aquatic Services diversity and inclusion policy should inform their supervisor or the Personnel Manager. Any employee found to have exhibited any inappropriate conduct or behavior against this policy will be subject to discipline, up to and including termination.

Timekeeping and Payroll Practices

Employee Classification

Full-Time Employees

Full-time employees are those normally scheduled to work at least thirty-five (35) hours per week, as determined by Premier Aquatic Services in its sole discretion¹.

Part-Time Employees

Part-time employees are those normally scheduled to work fewer than thirty-five (35) hours per week, as determined by Premier Aquatic Services in its sole discretion.

Temporary and/or Seasonal Employees

Temporary and/or seasonal employees are those employed to work on special projects for short periods of time. These positions are **not** intended to be a part of continuing operations. The employment status of temporary or seasonal employees will not be changed simply due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary or seasonal employees are not eligible for Company benefits.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act or any applicable California state law.

Exempt Employees

Exempt employees include all employees who are classified by Premier Aquatic Services as exempt from the overtime provisions of the Federal Fair Labor Standards Act and any applicable California state law. Exempt employees are expected to work at least forty (40) hours per week, as determined by Premier Aquatic Services in its sole discretion.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Personnel Manager or the applicable benefit plan documents.

¹ As used herein, “full-time” is a general employee classification used by the Company for a variety of purposes. Employees not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. It is the plan document that ultimately governs your entitlement to benefits.

Your Pay

All employees of Premier Aquatic Services are paid every other Friday (unless otherwise communicated) for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the workday before or after the holiday.

Premier Aquatic Services offers automatic payroll deposit. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Personnel Manager) and return it to payroll at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, you must contact the Personnel Manager at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after you have contacted the Personnel Manager, provided you made contact no later than 10 days before the end of the pay period.

The workweek starts on Saturday at 12:01 a.m. and runs through Friday at 12:00 midnight.

Timekeeping Procedures

Unless otherwise notified, you are required to accurately record your hours of work through the Premier Aquatic Services' electronic timekeeping system and/or phone app. You are required to submit the time record promptly following the close of the pay period so that your time record can be reviewed by your supervisor before your paycheck is processed for the pay period. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by the wage and hour laws. "Hours worked" is defined by law as all time an employee is subject to the control of an employer and includes all time that an employee is suffered or permitted to work, whether or not required to do so. Working "off the clock" is not permitted.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor *before* working overtime or hours beyond your regular work schedule. Employees who work beyond their regularly scheduled work hours, including overtime or off-schedule hours, without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

You will be informed on your first day on the job whether you are required to keep your time by a time clock, a timesheet, or some other method. Whatever your method of timekeeping, you are expected to follow the established procedures in keeping an accurate record of your hours worked.

Any changes or corrections to your time record must be submitted through our electronic timekeeping system.

Overtime and Work Schedule

Premier Aquatic Services may periodically schedule overtime in order to meet scheduling needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work, unless excused by their supervisor. Otherwise, all overtime work must be pre-approved by your supervisor. Working overtime without your supervisor's approval may result in disciplinary action, up to and including termination.

Your supervisor will inform you of the hours you are to work. Schedules are typically posted a minimum of two (2) weeks in advance, and requests for time off must be submitted prior to the schedule being posted.

Due to changing needs of our clients, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of Premier Aquatic Services.

Premier Aquatic Services provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal laws. Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

All non-exempt employees will receive overtime pay at a rate of one and one-half times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in one workweek. Workweeks begin each Saturday at 12:01 a.m.

Additionally, non-exempt employees in California will receive payment for overtime as follows:

- All hours worked in excess of eight (8) hours in one workday will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight.
- Compensation for hours in excess of eight (8) and not more than twelve (12) for the workday, and for the first eight (8) hours on the seventh (7th) consecutive day of work in one workweek, shall be paid at a rate one and one-half times the employee's regular rate of pay; and
- Compensation for hours in excess of twelve (12) in one workday and in excess of eight (8) on the seventh (7th) consecutive workday in a workweek shall be paid at double the regular rate of pay.

Meal Periods (California)

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a workday with an uninterrupted thirty (30) minute meal period free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted thirty (30) minute meal period free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. Employees must use the electronic timekeeping system and/or phone app to clock in and out for meal breaks.

Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Personnel Manager, employees must record the beginning and ending time of their meal period in the timekeeping system every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. Premier Aquatic Services schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal or rest period. You should immediately report a manager's or supervisor's instruction to skip or work during a meal period to the Personnel Manager. Premier Aquatic Services strictly prohibits retaliation against any employee who reports violations of Premier Aquatic Services' meal and rest period policies.

Waiver of Meal Period. You may waive your meal period only under the following circumstances: If you will complete your workday in six (6) hours or less, you may waive your meal period as approved by your supervisor. If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day. You may not waive your meal periods to shorten your workday.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and Premier Aquatic Services have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or Premier Aquatic Services at any time.

Rest Periods (California)

Premier Aquatic Services provides all employees with the opportunity to take a ten (10) minute paid rest period for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours – continue under the above schedule	

Premier Aquatic Services generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their Department. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or Premier Aquatic Services’ timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Recovery Periods for Employees (California)

Premier Aquatic Services provides all employees working in conditions exceeding 80 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked, and thus, you are not required to record your cool-down periods on your timecards or Premier Aquatic Services’ timekeeping system.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized or allowed to instruct you to waive or skip a cool-down period, and cool-down periods cannot be used to shorten the workday. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Personnel Manager.

Please refer to Premier Aquatic Services' Injury Illness and Prevention Program or talk to your supervisor for details on how to ensure you are protected from heat illness dangers.

Seating

Premier Aquatic Services provides suitable seating for employees when the nature of an employee's work reasonably permits. If you do not have seating at your work station and feel you need seating, please inform your supervisor or the Personnel Manager. Due to safety requirements, all lifeguards are required to use lifeguard stands.

Lactation Break

Premier Aquatic Services will provide a reasonable amount of break time to accommodate a female employee each time she has a need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid. Premier Aquatic Services will also make a reasonable effort to provide the employee with the use of a room or other location free from intrusion that is safe, clean, and shielded from view while the employee is lactating. The location will be in close proximity to the employee's work area and include access to a sink with running water, electricity, and a suitable place for storing milk.

Employees should notify their immediate supervisor or the Personnel Manager to request time to express breast milk under this policy. Premier Aquatic Services will respond in writing to the employee's request for a lactation break within a reasonable amount of time after the request has been made. Should Premier Aquatic Services be unable to provide break time or a location that complies with the policy due to operational, financial, or space limitations, Premier Aquatic Services will comply by designing a temporary location accommodation that is not a bathroom, is in close proximity to the employee's work area, is shielded from view, free from intrusion and otherwise complies with regulations.

Premier Aquatic Services will not retaliate or discriminate against any employee who is in need of a lactation accommodation. California employees have a right to file a complaint with the Labor Commissioner for any violations of the employee's rights under this policy.

Company Benefits

Premier Aquatic Services provides the following benefits to eligible employees. Premier Aquatic Services reserves the right to terminate or modify these plans at any time, for any reason, with or without notice to employees.

Paid Holidays

Certain holidays will be paid as additional compensation for eligible employees who work on those holidays. Additional compensation will be calculated at: one and one-half times (1.5x) regular pay for non-supervisor employees who work on the holiday, and at two times (2x) regular pay for Non-Exempt Supervisors and Managers who work on the holiday. Non-exempt employees who do not work on a holiday do not receive holiday pay. Salaried exempt employees will receive their regular pay on holidays. Premier Aquatic Services reserves the right to change the schedule or eliminate holidays with or without notice.

The following are the holidays which are generally eligible for additional compensation:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday*

*Employees must request to be paid holiday pay for working on their birthday. They must notify the Personnel Manager, or their supervisor if unavailable, no later than two (2) business days after their birthday, to allow time for payroll processing. Retroactive holiday pay for working on your birthday will be not be granted if you fail to notify the Personnel Manager or your supervisor either in advance of your birthday, or within two (2) business days following your birthday.

Paid Vacation

All Employees

Vacation time must be requested a minimum of 2 weeks in advance, and approvals are not guaranteed. Additionally, employees who are out on a leave of absence do not accrue vacation time while they are on their leave. Also, Premier Aquatic Services, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate.

Regular, Full-Time, Non-Exempt (Hourly) Employees

Premier Aquatic Services provides the following paid vacation benefits to eligible employees. Temporary, seasonal, and part-time employees are not eligible for paid vacation benefits. Vacation benefits begin to accrue from date of hire; however, employees are not eligible to use paid vacation time until they have completed 90 days of continuous employment. Vacation will be accrued as follows, subject to the indicated accrual caps:

Employee's Position Category	Amount (in hours) Accrued Per Hour Worked	Amount of Vacation Hours Accrued per Year (Based on a 40/hour week schedule, and prorated accordingly)	Maximum Accrual Cap (in hours)
Non-Exempt, Full-Time, Non-Managers	0.0192	40	60
Non-Exempt, Full-Time, Loop Managers	0.0192	40	60
Hourly Managers, Coordinators, and Program Directors	0.0307	64	96
Non-Exempt, Full-Time Hourly Regional Managers and Aquatics Directors	0.0577	120	180
Exempt, Full-Time, Salaried Employees	SEE FLEXIBLE VACATION POLICY BELOW		

Vacation may not be accrued in excess of the applicable maximum accrual cap (detailed in the chart above). Once your unused and accrued vacation reaches the maximum cap, you will not become eligible to accrue any additional vacation time until prior vacation time has been used and your accrued balance falls below the maximum accrual cap.

Flexible Vacation Policy: Regular, Full-Time, Exempt (Salaried) Employees

Premier Aquatic Services utilizes a “Flexible Vacation” policy for all **regular, full-time, exempt (salaried)** employees. As an exempt employee, you will become eligible for flexible vacation benefits upon successful completion of your 90-day introductory period. Non-exempt employees are not eligible for flexible vacation.

We are all professionals and are trusted to take time off to remain refreshed and recharged. Employees are still expected to plan and schedule vacation time with their managers, receive approval, and to keep management apprised of their whereabouts while on vacation in case emergency contact is necessary.

Exempt employees are generally not permitted to utilize their flexible vacation time between May 1st and September 15th of each year.

Vacation days can be used in no greater than 5-day increments unless approved by the Operations Manager or the President/CEO. Since hours are not accrued under the Flexible Vacation policy, no vacation hours are paid out at the time of termination.

Paid Sick Leave

Premier Aquatic Services provides paid sick leave to all employees who have worked thirty (30) or more days in California within a year of their employment with the Company*.

*Arizona employees should consult the addendum in the back of the handbook for the exception to maximum hours used per year.

Eligible employees will accrue one (1) hour of paid sick leave per thirty (30) hours worked. Eligible employees may begin to use available paid sick leave beginning on the 90th day of employment. Current employees who have completed their ninety (90) days may begin to use sick leave as it is accrued.

California Employees: Employees may carry over paid sick leave from year to year. However, once an employee's paid sick leave "bank" has reached forty-eight (48) hours for the year, the employee will not accrue additional paid sick leave until time has been used. Though employees are able to carry forty-eight (48) hours in their paid sick leave "bank", the Company limits employees to use a maximum of twenty-four (24) hours per year*. Employees may not use accrued paid sick leave in increments of less than two (2) hours. In addition, employees who are out on a leave of absence do not accrue paid sick time while they are on their leave.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, or sibling. Employees may use up to one-half of their paid sick leave to care for a family member. Leave under this policy may also be used by an employee who is a victim of domestic violence, sexual assault, or stalking to seek aid or medical attention, obtain services or counseling, or participate in safety planning.

Consult the Personnel Manager for detailed information on how the dollar amount of your sick pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives may vary according to the compensation plan of the employee.

Employees requesting time off under this policy must provide as much advance notice as possible, if the need for leave is foreseeable. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable. Accrued, unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with Premier Aquatic Services within a year of separation will have any unused paid sick leave accrued under this policy reinstated.

Leave under this policy may run concurrently with leave taken under local, state or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act, if applicable. For more information regarding this policy, contact the Personnel Manager.

Insurance and Retirement Benefits

We offer the following insurance and retirement benefits to eligible employees:

- Group Health Insurance
- Premier Aquatic Services offers company-sponsored 401k to eligible employees.

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. It is the plan document that ultimately governs your entitlement to benefits.

Additional Employee Benefits

We offer the following additional benefits to eligible employees:

- Discounted swim and health and safety classes
- Paid volunteer hours (Exempt Employees not eligible)

State Mandated Insurance Benefit Programs (California)

State Disability Insurance

By state law, we are required to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the Employment Development Department of the State of California, which administers the SDI program.

Family Temporary Disability Insurance

In addition, we are also required to withhold a certain percentage of your wages pursuant to the Family Temporary Disability Insurance Act (“FTDI”) in order to fund the Paid Family Care Leave Program. FTDI is another disability benefits program that is administered by California’s Employment Development Department which allows you to receive compensation for lost wages, for up to eight (8) weeks in a twelve-month period, if you take time off work to provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, parent-in-law, or to bond with a new child.

Despite its name, the FTDI is not a “leave” program; it does not provide you with any entitlement to leave beyond that to which you are entitled pursuant to Company policy. Non-

exempt employees may be required to use accrued vacation prior to receiving FTDI benefits during any twelve (12) month period. You may also elect to use your sick leave during receipt of FTDI benefits. You must notify Premier Aquatic Services if you intend to file for FTDI benefits.

All claims for FTDI benefits must be submitted directly to the Employment Development Department of the State of California. The Employment Development Department ultimately determines whether you receive FTDI benefits based on the serious health condition of certain family members that require your care. You may not be eligible for FTDI benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers' Compensation benefits.

Workers' Compensation Insurance

Premier Aquatic Services pays the entire amount of the Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. Benefit entitlements are governed by law, but it is essential that you report all work-related accidents, injuries, and illnesses immediately to the Operations Manager.

You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action, up to and including termination of employment.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim for Workers' Compensation Benefits (DWC Form 1) and return it to the Personnel Manager; and
- Provide Premier Aquatic Services with a certification from the health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.
- Submit to a drug test within twelve (12) hours, if drug use is suspected to have contributed to the injury or illness.

Training and Education

Some employees may need to attend training programs, seminars, conferences, lectures, meetings, or other outside activities for the benefit of Premier Aquatic Services or the individual employees. Attendance at such activities, whether required by Premier Aquatic Services or requested by individual employees, requires the written approval of the President/CEO and/or the Operations Manager. To obtain approval, any employee wishing to attend an activity must submit a written request detailing all relevant information, including date, hours, location, cost, expenses, and the nature, purpose, and justification for attendance.

Attendance at any such event is subject to the following policies on reimbursement and compensation. For attendance at events required or authorized by Premier Aquatic Services, customary and reasonable expenses will be reimbursed upon submission of proper receipts. Acceptable expenses generally include registration fees, materials, meals, transportation, and parking.

Employee attendance at authorized outside activities will be considered hours worked and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's voluntary attendance, outside of normal working hours, at formal or informal educational sessions, even if such sessions generally may lead to improved job performance. While Premier Aquatic Services generally encourages all employees to improve their knowledge, job skills, and promotional qualifications, such activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained as described previously.

Leaves of Absence

Civic Duties (California)

Premier Aquatic Services encourages each of you to accept your civic responsibilities. We are a good corporate citizen, and we are pleased to assist you in the performance of your civic duties.

Jury Duty: If you receive a call to jury duty, please notify your supervisor immediately so they may plan the department's work with as little disruption as possible. Exempt employees will continue to receive their regular salary when they work partial weeks while on jury duty, pursuant to state and federal law. Exempt employees will not receive salary if they are absent for a full week and perform no work.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately. You are expected to return to work as soon as your service as a witness is completed. Unless otherwise required by state or federal law, time spent serving on witness duty will be unpaid. Exempt employees will continue to receive their regular salary when they work partial weeks while on witness duty, pursuant to state and federal law. Exempt employees will not receive salary if they are absent for a full week and perform no work.

Voting: If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to two (2) hours off from work with pay to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. Premier Aquatic Services reserves the right to request a copy of your voter's receipt following any time off to vote.

Civil Air Patrol Leave (California)

Premier Aquatic Services will provide up to ten (10) days of unpaid leave per calendar year for eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by Premier Aquatic Services. To be eligible, employees must have been employed with Premier Aquatic Services for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify Premier Aquatic Services of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. Premier Aquatic Services will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay, and other terms and conditions of employment. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Family and Medical Leave Act/California Family Rights Act

The Family and Medical Leave Act and California Family Rights Act (“FMLA/CFRA”) provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA/CFRA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven-year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would commence; and
- FMLA only: Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

The FMLA and CFRA have differing definitions of “family member”. Because of this, FMLA and CFRA leaves may not always run concurrently. In general, CFRA/FMLA leave may be taken for any of the following reasons:

- Birth of a child, or to care or bond with a newly born child or newly place foster or adopted child including incapacity due to pregnancy or prenatal medical care;
- CFRA only: Domestic partner’s birth of a child, or to care or bond with a newly born child or newly place foster or adopted child;
- Because of the employee’s serious health condition that makes the employee unable to perform the employee’s job;

- To care for an immediate family member who is the employee's spouse, parent, child under age 18, or age 18 or older who is incapable of self-care. with a serious health condition;
- CFRA only: To care for an immediate family member who is the employee's domestic partner, child or registered domestic partner's child of any age, parent-in-law, sibling, grandparent, or grandchild with a serious health condition;
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the uniformed services (up to 12 weeks) (see Military-Related FMLA Leave for more details); or
- FMLA only: To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, female employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes: an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may also meet the definition of continuing treatment.

Identifying the 12-Month Period

Premier Aquatic Services measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA/CFRA leave with one exception. For leave to care for a covered servicemember, Premier Aquatic Services calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA/CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is generally not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care; such leave must be taken in at least two-week increments. Employees who require intermittent or reduced-schedule leave for planned medical treatment must try to schedule their leave so that it will not unduly disrupt Premier Aquatic Services operations. Intermittent leave is permitted in increments of at least one hour.

Use of Paid Leave

Depending on the purpose of your leave request, you may choose (or Premier Aquatic Services may require you) to use accrued paid leave (such as sick leave or vacation), concurrently with some or all of your FMLA/CFRA leave. In order to substitute paid leave for FMLA/CFRA leave, an eligible employee must comply with Premier Aquatic Services normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). An employee receiving Paid Family Leave is not on “unpaid leave,” and therefore cannot use paid leave (such as sick leave or vacation) during this time. An employee who receives Paid Family Leave benefits and wishes to receive paid leave after those benefits cease, must notify Premier Aquatic Services of the cessation of Paid Family Leave benefits and their request for paid leave. Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA/CFRA leave. This paid disability leave runs concurrently with FMLA/CFRA leave and may continue longer than the FMLA/CFRA leave if permitted by the disability leave plan. However, paid disability leave cannot run concurrently with other paid leave (sick leave or vacation).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, Premier Aquatic Services will maintain coverage during your FMLA/CFRA/PDL leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, Premier Aquatic Services may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA/CFRA/PDL leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

When seeking FMLA/CFRA/PDL leave, you must provide:

- Thirty (30) days advance notice of the need to take FMLA/CFRA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with Premier Aquatic Services' normal call-in procedures, absent unusual circumstances;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of Premier Aquatic Services' request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA/CFRA leave, or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
- Medical certification of fitness for duty before returning to work if the leave was due to your serious health condition, unless your absence was taken on an intermittent or reduced leave schedule. Premier Aquatic Services will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, Premier Aquatic Services will inform you whether you are eligible for leave under the FMLA/CFRA. Should you be eligible for FMLA/CFRA leave, Premier Aquatic Services will provide you with a notice that specifies any additional information required as well your rights and responsibilities. Premier Aquatic Services will also inform you if leave will be designated as FMLA/CFRA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA/CFRA leave, Premier Aquatic Services will provide a reason for the ineligibility.

Job Restoration

Upon returning from FMLA/CFRA leave, you will typically be restored to your original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA/CFRA Leave

If you fail to return to work as scheduled after FMLA/CFRA leave or you exceed the twelve (12) week FMLA/CFRA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to Premier Aquatic Services' standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA/CFRA leave, Premier Aquatic Services' obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights).

Other Employment

Premier Aquatic Services prohibits employees from holding other employment, including self-employment, while on leave of absence. This policy remains in force during all leaves of absence including FMLA/CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA/CFRA leave will result in disciplinary action, up to and including immediate termination.

Leave for Emergency Rescue Personnel (California)

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, or emergency duty personnel may receive unpaid leave to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. Such employees may also take a temporary, unpaid leave of absence, not to exceed a total of fourteen (14) days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you are participating as a volunteer firefighter, reserve peace officer, emergency rescue personnel, or an officer, employee, or member of a disaster medical response entity sponsored or requested by the state, please alert your supervisor so that they are aware of the fact that you may have to take time off for emergency duty and/or training. In the event that you need to take time off for emergency duty and/or training, please alert your supervisor in writing as far in advance as possible. You must provide Premier Aquatic Services with appropriate documentation evidencing your performance of emergency duty and/or attendance at training upon returning to work. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Leave for Organ and Bone Marrow Donors (California)

An employee who has been employed for at least ninety (90) days and who provides written verification to Premier Aquatic Services that they are an organ or bone marrow donor (required for medical necessity) is entitled to receive a job protected paid leave of absence that may be taken in one (1) or more periods in order to donate. Eligible organ donors are entitled to a paid leave of absence not to exceed thirty (30) business days in any one-year period of time. Eligible organ donors may also take an additional unpaid leave of absence, not to exceed thirty (30) business days in a one-year period. Eligible bone marrow donors are entitled to a leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their Paid Vacation for bone marrow donor leave and up to two (2) weeks of their Paid Vacation for organ donor leave.

Leave for Victims of Domestic Violence, Sexual Assault, or Stalking (California)

If you are a victim of domestic violence, sexual assault, or stalking you may receive unpaid leave to attend legal proceedings or obtain, or attempt to obtain, any relief necessary, including a restraining order, to ensure your own health, safety, or welfare, or that of your child or children. You may also receive unpaid leave to: (1) obtain services from a domestic violence shelter or rape crisis center; (2) seek medical attention for injuries caused by domestic violence or sexual assault; (3) obtain psychological counseling for the domestic violence or sexual assault; or (4) take action, such as relocation, to protect against future domestic violence or sexual assault.

To take this leave, you must provide Premier Aquatic Services with advance notice of your need for leave. If advance notice is not possible, you must provide Premier Aquatic Services with the following certification upon returning back to work: (1) a police report showing that you were a victim of domestic violence or sexual assault, (2) a court order protecting you from the perpetrator or other evidence from the court or prosecuting attorney that you appeared in court, or (3) documentation from a medical professional, domestic violence or sexual assault victim advocate, health care provider, or counselor showing that your absence was due to treatment for injuries from domestic violence or sexual assault, or (4) any other form of documentation that reasonably verifies that the crime or abuse occurred.

You may be required to use any accrued vacation or sick leave time, if available, for an absence described above. In addition, employees who are victims of domestic violence, sexual assault, or stalking are entitled to a reasonable accommodation for the employee's safety while at work. A reasonable accommodation may include: the implementation of safety measures, including a transfer, reassignment, modified schedule, changed work telephone, changed work station, installed lock; assistance in documenting domestic violence, sexual assault, or stalking that occurs in the workplace; an implemented safety procedure; or another adjustment to the employee's job duties and position. If you require such an accommodation, please notify your supervisor or the Personnel Manager. Premier Aquatic Services will engage the employee in a timely, good faith, and interactive process to determine effective reasonable accommodations.

Leave for Victims of Felony Crimes (California)

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. Employees are also eligible to take this leave to attend counseling and mental health services or safety/prevention planning related to the offense. To take this leave, you must provide Premier Aquatic Services in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide Premier Aquatic Services with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Medical Leave of Absence

Employees who are ineligible for leave under the Family and Medical Leave Act and California Family Rights Act as provided above are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician that is acceptable to Premier Aquatic Services, which states that you are unable to work and provides the duration of leave that you require. Premier Aquatic Services reserves the right to have employees on a medical leave of absence examined by a physician of Premier Aquatic Services' choice. Premier Aquatic Services may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under Premier Aquatic Services' plan. If you remain eligible for such coverage, you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under Premier Aquatic Services' plan, you will be issued a COBRA notice and given the option of continuing coverage at your own expense. It is the applicable plan document that ultimately governs your eligibility and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying Premier Aquatic Services in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Personnel Manager prior to taking a leave to ensure your understanding of all of your obligations to Premier Aquatic Services while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Military Leave of Absence (California)

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify Premier Aquatic Services of upcoming military duty by providing your supervisor with a copy of your orders as soon as possible.

In addition, spouses and registered domestic partners of military personnel who are home on leave during a period of military deployment may be qualified for ten (10) days of unpaid leave. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five (5) year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the servicemember in the line of duty while on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered 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; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the *permanent* disability retired list.

Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a covered servicemember in a “single twelve (12) month period.” The “single twelve (12) month period” begins on the first day leave is taken to care for a covered servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this “single twelve (12) month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any “single twelve (12) month period.”

Within the “single twelve (12) month period” described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single twelve (12) month period,” an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a covered servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (i.e. the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest, and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) of days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence below for more details.
- Post-deployment activities. To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to ninety (90) days following termination of the covered military

member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.

- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that Premier Aquatic Services and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Pregnancy Disability Leave of Absence (California)

Pregnant employees may take a leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, "four (4) months" means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy leave commences.

Prior to the start of your pregnancy disability leave, Premier Aquatic Services will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return.

Depending on your eligibility, medical insurance may be continued during the leave in accordance with the applicable plan document, COBRA, or provisions of federal/state law relating to unpaid medical leave.

Employees granted leaves for pregnancy will be returned to their same or similar position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth, or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Personnel Manager of your need for a reasonable accommodation as soon as reasonably possible. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Rehabilitation Leave (California)

Employees who wish to voluntarily enter and participate in an alcohol or drug rehabilitation program may request to take unpaid leave to do so. The Company will work to accommodate an employee's request to participate in such a program provided such accommodation will not cause an undue hardship on the Company.

You may be required to use any accrued vacation or sick leave time, if available, for an absence described above. Nothing in this section shall prohibit the Company from refusing to hire or discharging an employee who, due to their use of alcohol or drugs, is unable to perform their duties or cannot perform their duties in a manner that does not endanger their health or safety or that of others. Employees may be required to provide documentation supporting their request for leave.

School Disciplinary Action Leave (California)

Employees who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees must provide reasonable advance notice that they have been requested to appear at the school where feasible. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

Unpaid Family School Partnership Leave (California)

Premier Aquatic Services encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may take leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and the Personnel Manager as soon as you learn of the need for the planned absence. You will not be allowed time off if you do not provide your supervisor with adequate notice. Premier Aquatic Services may require verification of the school-related activity. You are requested to schedule activities such as parent/teacher conferences during non-work hours. Employees who request leave for unauthorized purposes will be subject to disciplinary action, up to and including termination. You may be required to use any accrued vacation or sick leave time, if available, for an absence described above.

What We Expect of You

This section of your handbook discusses your responsibilities to Premier Aquatic Services as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work.

The following policies focus on basic rules that may not be violated under any circumstances. Violation of any of these basic rules, the policies in this handbook, or any other policy of Premier Aquatic Services may lead to disciplinary action, up to and including immediate termination. Obviously, this list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including immediate termination. If you have any questions about these basic rules, or what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. You have the right to terminate your employment at any time, with or without cause or notice, and Premier Aquatic Services has a similar right.

Employee Conduct

Absenteeism and Tardiness

As an employee of Premier Aquatic Services, you are expected to be punctual and regular in attendance. Any tardiness or absence causes problems for your fellow employees and your supervisor. When you are absent, your assigned work must be performed by others.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Company business. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you must provide reasonable advance notice to your supervisor before the time you are scheduled to begin working for that day. You must inform your supervisor of the expected duration of any absence. If you fail to provide reasonable advance notice before your scheduled time to begin work and do not arrive in time for your assigned shift, you will be considered tardy for that day. If the circumstances for your tardiness or absence were unforeseen, inform your supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Generally, if you fail to report for work without any notification to your supervisor and are unable to provide proof of an emergency (i.e. medical issue) preventing you from coming to work, Premier Aquatic Services will consider that you have voluntarily abandoned your employment. To reiterate, you will not be permitted to return to work after a “no-call, no-show” unless there was a medical emergency preventing you from coming to work (for which you would have to provide medical documentation).

Alcohol and Drug Policy

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing, or using illegal drugs or other unauthorized or mind-altering or intoxicating substances (including marijuana) while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from Premier Aquatic Services’ premises. Included within this prohibition are lawful controlled substances which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work and from having excessive amounts of otherwise lawful controlled substance (including marijuana) in their systems. This policy does not apply to the authorized dispensation, distribution, or possession of legal drugs where such activity is a necessary part of an employee’s assigned duties. All employees are prohibited from distributing, dispensing, possessing, or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees’ drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance.

Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to their supervisor or another member of management.

Who is Tested

You may be required to submit to drug or alcohol screening whenever the Company has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable

suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work-related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety-sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment.

Enforcement Policy

In order to enforce this policy and procedures, Premier Aquatic Services may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, or other appropriate tests and, where appropriate, searches of all areas of Premier Aquatic Services' physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, work stations, lockers, and personal and company vehicles. You will be subject to disciplinary action, up to and including termination of employment, for refusing to cooperate with searches or investigations, refusing to submit to screening, tampering with any screening sample, or for failing to execute consent forms when required by Premier Aquatic Services.

Investigations/Searches

Where a manager or supervisor has reasonable suspicion that an employee has violated the substance abuse policy, the supervisor, or their designee, may inspect vehicles, lockers, work areas, desks, purses, briefcases, backpacks, and other locations or articles without prior notice in order to ensure a work environment free of prohibited substances. You may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent Premier Aquatic Services from searching such an article. Employees therefore should have no expectation of privacy in personal belongings brought onto Company premises and locked in a locker or locked container. Where the employee is not present or refuses to remove a personal lock, Premier Aquatic Services may do so for them and compensate the employee for the lock.

What Happens When an Employee Tests Positive for Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to disciplinary action, up to and including termination.

Attitude

Every employee must display a positive attitude towards their job and arrive to work motivated to perform their job duties. A bad attitude creates a difficult working environment and prevents Premier Aquatic Services from providing quality service to our customers. If you consistently fail to approach your job duties with a positive attitude, you may be disciplined or terminated.

Client Relations

Employees are expected to be polite, courteous, prompt, and attentive to every client. When an employee encounters an uncomfortable situation that they do not feel capable of handling, a supervisor should be called immediately.

Ours is a service business and all of us must remember that the client always comes first. Our clients ultimately pay all of our wages. Remember, while the client is not always right, the client is never wrong.

Clients are to be treated courteously and given proper attention at all times. Never regard a client's question or concern as an interruption or an annoyance. You must respond to inquiries from clients, whether in person or by telephone, promptly and professionally.

Never place a telephone caller on hold for an extended period. Direct incoming calls to the appropriate person and make sure the call is received. Through your conduct, show your desire to assist the client in obtaining the help they need. If you are unable to help a client, find someone who can.

All correspondence and documents, whether to clients or others, must be neatly prepared and error-free. Attention to accuracy and detail in all paperwork demonstrates your commitment to those with whom we do business.

Never argue with a client. If a problem develops or if a client remains dissatisfied, ask your supervisor or the President/CEO or Operations Manager or immediate/direct supervisor to intervene.

Damage to Property

Deliberate or careless damage to Premier Aquatic Services' property, as well as damage to your co-workers' or customers' property, will not be tolerated.

Fraud, Dishonesty and False Statements

Employees and applicants are prohibited from providing false, dishonest or misleading information on any application, medical history record, invoice, paperwork, timesheet, time entry, investigative questionnaire, workplace injury report, or any other Company document. Employees are likewise prohibited from making any material dishonest or false statement to an

employee, vendor, or client with respect to the performance of the employee's job duties. Under the law, an employee may be held personally liable for making misrepresentations to clients. It is also against the law and against Company policy for an employee to provide, or assist a client in providing, false or misleading information on a credit application or regarding credit status to any financial institution.

Any employee found to have made false, dishonest, or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to the President/CEO immediately.

Gambling

Gambling is prohibited on Company property, or through the use of Premier Aquatic Services' property such as computers and telephone equipment.

Gifts and Gratuities

Employees may not request or accept any gift or gratuity of any kind from a customer or supplier without the express written authorization of the President/CEO.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity while on duty or on Premier Aquatic Services' property, or while off the job which reflects detrimentally on the Company's reputation.

Insubordination

We all have duties to perform and everyone, including your supervisor, must follow directions from their supervisor or manager. You shall not refuse to follow the reasonable, job-related directions of a supervisor or management official or to treat a supervisor or management official in an insubordinate manner in any respect. For example, employees must fully cooperate with Company investigations into potential misconduct. Refusal to fully disclose information in the course of a Company investigation constitutes insubordination and will not be tolerated.

Misuse of Property

No employee shall misuse, or use without authorization, equipment, vehicles, or other property of Premier Aquatic Services, customers, vendors, or other employees of the Company.

Off-Duty Use of Facilities

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, Premier Aquatic Services may sponsor social or recreational activities for its employees. Your attendance at such social activities, however, is completely voluntary and is not required as a condition of employment. Neither Premier Aquatic Services nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of your voluntary participation in any off-duty recreational, social, or athletic activity that is not part of your job duties.

Outside Employment

It is important that other employment, as well as outside interests, do not interfere in any way with your job with Premier Aquatic Services. You should be careful that extra hours of work do not affect the safe performance of your job duties by leaving you tired or distracted. If your second job creates a potential conflict of interest (i.e., working for a competitor) you are required to obtain written approval, in advance, from the Personnel Manager or the President/CEO.

Personal Appearance and Behavior

We expect all employees to use good judgment with respect to their dress and appearance and to present a neat, well-groomed appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on clients and your co-workers.

Employees shall dress and present themselves in a businesslike manner that reflects a professional image. Flashy, ill-fitting, revealing, offensive, and other non-businesslike and distracting clothing are unacceptable. Employees who are provided with Company uniforms shall keep them in a neat and clean condition and must wear them at all times when on duty. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by your supervisor. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time away from work will be without pay.

Employees are also expected to behave and conduct themselves in a professional manner at all times in the workplace. Unprofessional behavior in the workplace, such as inappropriate comments, jokes, practical jokes, gestures, distribution of printed materials, sexually related conversations or text messages, inappropriate touching of another employee (such as kissing, hugging, massaging, sitting on laps), and any other unprofessional behavior is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Personal Mail

All mail which is delivered to Premier Aquatic Services is presumed to be related to our business. Mail sent to you at Premier Aquatic Services will be opened by office personnel and routed to your department. If you do not wish to have your correspondence handled in this manner, please have it delivered to your home or personal mailbox. Company postage and letterhead may not be used for personal correspondence.

Personal Telephone Calls and Visits

Premier Aquatic Services has a limited number of telephone lines, and it is essential that we keep those lines open for business calls. Therefore, we ask our employees to refrain from making or receiving personal calls except in emergencies. Long-distance business calls must be cleared by your supervisor unless your job duties include the routine making of long-distance calls. Under no circumstances are you permitted to use Company telephones to call pay-per-call services. Employees will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. It is extremely important that the impression left with Premier Aquatic Services visitors is that of a professional organization with the highest standards of conduct. Non-employees are strictly forbidden from entering unauthorized areas.

Premier Aquatic Services reserves its right in its sole discretion to deny such a request for reasons including, but not limited to, the requested guest or visitor has been disruptive in the past, there is a special event scheduled on the date(s) requested, or the work environment is not appropriate for the visitor or guest due to safety or other reasons.

Political Activity

Many employees participate in political activities on their own time. Company time, facilities, property or equipment (including all computers, networks, and electronic equipment) must not be used for an employee's outside political activities. Premier Aquatic Services will not reimburse any employee for political contributions, and employees should not attempt to receive or facilitate such reimbursements.

Absent a formal statement by Premier Aquatic Services announcing any political endorsements, employees must not, through their own actions, speech, contributions, or written communication, mislead others to believe that Premier Aquatic Services officially endorses or opposes any candidates for political office that Premier Aquatic Services itself has not publicly announced. Company employees are entitled to their own personal position. Premier Aquatic Services will not discriminate against employees based on their lawful political activity engaged in outside of work.

Poor Performance

You are expected to make every effort to learn your job and to perform at a level satisfactory to Premier Aquatic Services at all times. Your performance will be evaluated through various measures. Non-exempt employees who are part-time and/or temporary/seasonal employees will be evaluated using our Point System, which is further described in the Procedures and Guidelines section of the Handbook. Consistent failure to perform at a level satisfactory to Premier Aquatic Services may result in disciplinary action, up to and including termination.

Romantic or Sexual Relationships with Other Employees

Premier Aquatic Services has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. Such problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position. Premier Aquatic Services imposes the following restrictions on romantic or sexual relationships between employees:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate employee under any circumstances.
2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to the Personnel Manager. Premier Aquatic Services will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.
4. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the work environment.

Questions and clarifications will be addressed by the Personnel Manager.

Sleeping

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our customers. Therefore, we cannot tolerate sleeping or inattention on the job.

Smoking

Smoking is prohibited in all buildings, vehicles, and all facilities, whether Company-owned or contracted. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. As smoking in the presence of some customers and co-workers may be offensive to them, we expect that employees who choose to smoke will exercise good judgment as to when and where they smoke.

Solicitation - Distribution Policy

Our primary goal at Premier Aquatic Services is to provide our clients with the best service possible. In order to allow employees to perform their job duties and provide our clients with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills, or other literature is prohibited in all working areas and sales areas at all times. Similarly, non-employees may not come on Premier Aquatic Services’ property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Theft

Theft of money or property from Premier Aquatic Services, your co-workers, or clients is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. Premier Aquatic Services reserves the right to inspect all purses, briefcases, backpacks, packages, lockers, and vehicles on the Company’s property. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Workplace Violence Policy

Premier Aquatic Services has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, clients, or vendors. We do not allow fighting, threatening words, or conduct. Weapons of any kind are strictly prohibited and not permitted on Company premises.

No employee may commit or threaten to commit any violent act against a co-worker, applicant, client, or vendor. This includes discussions of the use of dangerous weapons, such as bombs, guns, or knives, even in a joking manner. Any employee who is subjected to or threatened with violence by a co-worker, client, or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to their supervisor or manager as soon as possible. All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately. All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Procedures and Guidelines

Background Screening

To ensure that employees of Premier Aquatic Services continue to be qualified and continue to have a strong potential to be productive and successful, to further ensure that Premier Aquatic Services maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment or retention, the Company reserves the right to conduct background screening on all of its employees.

Should you have any questions regarding Premier Aquatic Services' background screening policy, please contact the Personnel Manager.

Bulletin and Message Boards

Premier Aquatic Services may maintain a bulletin or message board(s) as a source of information for employees. Any such bulletin or message board is to be used solely to post information approved by Premier Aquatic Services regarding Company policies, governmental regulations, and other matters of concern to all employees. No information may be placed on these bulletin or message boards without the prior approval of the Personnel Manager.

Company Keys/Entry Cards

Each employee to whom a key and/or entry card is given is responsible for proper use of that key and/or entry card and will be required to sign for it. A lost or misplaced key and/or entry card must be reported immediately to your supervisor. Also, you will be financially responsible if a key and/or entry card is lost or misplaced. Never duplicate or loan a key and/or entry card to anyone for any reason. See your supervisor if you need another key and/or entry card. All keys and/or entry cards must be turned in to the Personnel Manager upon separation from Premier Aquatic Services. Employees who take a leave of absence must turn in any keys and/or entry cards prior to beginning their leave.

Company Vehicles

Only authorized employees may operate Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately. You must hold a valid state driver's license for the class of vehicle you are driving. Further, you may never use a motorcycle to conduct either business or provide transportation for a customer or fellow employee. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination.

You must notify Premier Aquatic Services immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and their continued employment will be subject to review. Any employee whose duties include the operation of Company vehicles who becomes uninsurable under Premier Aquatic Services' liability policy will be considered to have an unacceptable driving record and their continued employment will be subject to review.

If you receive a traffic citation while operating a Company vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company vehicle, you are required to call 911 and report the accident. You must also report the accident to the Personnel Manager immediately.

Mileage Reimbursement: Employees who must use their personal car for Company business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline and ordinary wear-and-tear costs.

Conflicts of Interest

Our policy forbids employees from engaging in any other business which competes with Premier Aquatic Services. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of Premier Aquatic Services (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is a competitor of Premier Aquatic Services, except with the knowledge and written consent of the President/CEO of Premier Aquatic Services, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the President/CEO and obtain their approval in writing.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules, and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Housekeeping

Employees must maintain their work areas in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. Employees may not litter or discard such items as cigarettes or food wrappers on the premises. Remember, we want our customers to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy, and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee's responsibility to make sure the work area is clean and orderly at the completion of the scheduled work shift.

Meetings

From time to time, individual or staff meetings may be held for the purpose of providing instruction, training, counseling, or to review Company operating policies. You are required to attend all Company meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

Parking

Employees may park their vehicles in designated areas, if space permits. If space is unavailable, employees must park in permissible public areas in the vicinity of Premier Aquatic Services property. Employees may not use parking areas specifically designated for customers, vendors, Company vehicles, or reserved for managers. Premier Aquatic Services is not responsible for any loss or damage to employee vehicles or contents while parked on Company property.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, Premier Aquatic Services limits access to the personnel records to you and those with proper authorization or pursuant to legal process.

No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with the Personnel Manager present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by Premier Aquatic Services.

Within thirty (30) days of an employee's written request, or the written request of the employee's designated representative, Premier Aquatic Services will either make personnel records available to the employee for their inspection or provide a copy of the employee's personnel records to the employee or the employee's designated representative. The employee shall be responsible for the cost of copying.

Point System and In-Service Training

Point System

Premier Aquatic Services operates on a Point System to evaluate and incentivize eligible employees. All non-exempt employees who are part-time and/or temporary/seasonal employees (“eligible employees”) will be evaluated each shift to determine if their performance during that shift has earned a point. Points are tracked through the Point System app and will be awarded by management based on a variety of factors including overall performance, in-service training, and other factors relating to the eligible employee's position. If an eligible employee is not awarded a point for their shift, the employee will receive, in writing, the reason as to why they did not receive a point.

Eligible employees are considered to be in their introductory period until reaching a total of thirty-nine (39) points. Total points can be viewed through the Point System app by management and the employee. Merit increases are correlated to an eligible employee's point performance, and multiple shifts with missing points may lead to corrective action, up to and including termination, at the Company's discretion.

Employee In-Service Training

During each shift, eligible employees (as described above) will be tested on a variety of skilled procedures and policies (“scenarios”). These scenarios will consist of content from their required American Red Cross training and general Premier Aquatic Services company policies. Successful mastery of the scenarios is imperative. As such, the following policy is applied: Each scenario can have up to 4 components or testing periods. In each component, employees will be graded on their knowledge of the required skills and policies. The following grading scale will be used:

Exceeds Expectations: Employee demonstrates a complete knowledge of subject matter and demonstrates a high level of confidence when tested.

Meets Expectations: Employee demonstrates basic knowledge of the subject matter and is confident in their actions and answers. Employee requires little correction.

Below Expectations: Employee demonstrates little to no knowledge of the subject matter and is not confident in their actions or answers. Employee requires constant correction.

After each in-service, employees will be given their grade, and it will be recorded in the Point System app. A score of Exceeds Expectations or Meets Expectations allows the employee to move on to the next in-service scenario. If an employee receives a score of Below Expectations, they will be coached on corrections and tested on the same scenario the next time they are given an in-service. If they fail the same scenario twice in a row, they will be sent home for the day and will be required to complete a new certification for their job before returning to work.

Manager In-Service Training

Each month, all managers currently scheduled will be required to attend a manager in-service training. In-service training provides continuing education and ensures that the management team is staying up to date on company policies and current industry guidelines. Managers will be paid their management rate for in-service training.

From January through June, a manager can miss up to one (1) in-service training. From July through December, a manager can miss up to one (1) additional in-service training. If a manager misses more than one (1) in-service training during the above periods of time, they may be taken off the management schedule until they can attend the next in-service training. They may continue to be scheduled as a lifeguard during that time.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among Premier Aquatic Services' concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your supervisor. Each employee is expected to assist Premier Aquatic Services in maintaining safe working conditions. Safety is a state of mind and requires constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents -- including those which do not involve serious injury and those involving customers - must be reported immediately to your supervisor. It is only through full knowledge of every accident that Premier Aquatic Services can become a safer, healthier place to work for everyone.

Searches and Inspections

In order to protect the safety and property of all of our employees, Premier Aquatic Services reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles, and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action, up to and including termination of employment.

Technology and Information

Cellular Phones, Smartphones, Tablets, and Other Handheld Electronic Devices

Excessive use of personal cellular phones, smartphones, tablets, and other handheld electronic devices (“handheld devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are prohibited from using handheld devices for personal purposes during working hours except in an emergency. Additionally, employees are not permitted to use a handheld device at any time when in a customer-facing position, unless actively managing. Employees should ensure that friends and family members are aware of Premier Aquatic Services’ policy.

Employees may not use a handheld device in a manner that violates our No Harassment Policy, Equal Employment Opportunity Policy, or any other Company policies.

Premier Aquatic Services will not be liable for the loss of handheld devices brought into the workplace.

Personal Use of Company-Provided Handheld Devices

Where job or business needs demand immediate access to an employee, Premier Aquatic Services may issue a business-owned handheld device to an employee for work-related communications. These handheld devices should be used in accordance with this policy. Premier Aquatic Services reserves the right to deduct from an employee paycheck any charges incurred for an employee’s personal or unauthorized use of the handheld devices.

Reimbursement

Unless expressly authorized by Premier Aquatic Services, using a personal cellular phone for work is not a necessary part of the job. Premier Aquatic Services provides either a cellular phone or a monthly mobile phone allowance to employees who are required to use cellular phones for business. If you feel that your job duties require use of a cellular phone, please seek authorization from a supervisor prior to using your personal cellular phone for work. To the extent possible, employees should conduct Company business by using a Company-provided landline rather than by their personal cellular phones.

Premier Aquatic Services reimburses employees for business expenses reasonably incurred in performing their duties, including employees’ mandatory use of their personal cellular phone. If your job requires you to use your personal cellular phone, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your cellular phone results in an expense to you that is greater than what Premier Aquatic Services is offering, please contact the Personnel Manager.

Reimbursement for any expense, including cellular phones, will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation such as receipts. It is the employee's responsibility to seek reimbursement for business expenses during employment with and upon separation from Premier Aquatic Services, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

Recording Devices

To maintain the security of our premises and systems, and the privacy of our employees and customers, employees are prohibited from taking photographs or making audio or video recordings of other employees during working time. Employees are prohibited from taking photographs or making audio or video recordings of our clients at any time. Employees are prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time. These prohibitions include the use of handheld devices equipped with cameras and audio and video recording capabilities. Employees who violate this policy are subject to disciplinary action, up to and including immediate termination of employment.

Safety Issues for Handheld Devices

Employees are required to refrain from using handheld devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any electronic wireless communications device to write, send, or read any text-based communication, including text messages, instant messages, and/or emails while driving. Regardless of the circumstances, including slow or stopped traffic, you are required to pull over to the side of the road and safely stop the vehicle before using any handheld device. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via handheld devices.

Employees who are charged with traffic violations resulting from the use of handheld devices while driving will be solely responsible for all fines, penalties, and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Company Computers, Databases, Email, Voice Mail, and the Internet

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business; email and voice mail systems; and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company computer systems." Personal computers used for Company business include laptops, tablets, or home computers that are connected with Premier Aquatic Services' network on a regular or intermittent basis.

Premier Aquatic Services invests in computer systems to facilitate the business of the Company. These tools are intended to assist employees with the execution of their job duties and shall not be abused. Employees should not use or access Premier Aquatic Services' computer systems in any manner that is contrary to this policy.

Company Property

All Company computer systems are Premier Aquatic Services' property. All information that is temporarily or permanently stored, transmitted, or received with the aid of Premier Aquatic Services' computer systems remain the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company computer systems, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to Premier Aquatic Services' business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company computer systems may not be used in any manner that violates this policy.

Upon termination of employment, an employee shall not remove any software, documents, or data from Company computer systems and shall completely remove all data collected, downloaded and/or created on non-Company computers used for Company business that relate in any manner to Premier Aquatic Services' business. Upon request of Premier Aquatic Services, a terminating employee shall provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of Premier Aquatic Services' computer systems. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Premier Aquatic Services' computer systems in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that

are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from making threatening or harassing statements to another employee, or to a vendor, client, or other outside party.

- Employees may not use Premier Aquatic Services' computer systems in any manner that violates the Company's Rules of Conduct.
- Employees may not use Premier Aquatic Services' computer systems in any manner that violates the Company's Policy on Confidential and Trade-Secret Information.
- Employees may not use or allow another individual to use Premier Aquatic Services' computer systems for any purpose that is competitive with the Company. All such access and use is unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents, and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Premier Aquatic Services' computers, email, and Internet systems without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games through Premier Aquatic Services' computer systems.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds, or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Premier Aquatic Services' computer systems.

Prohibited Use During Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Premier Aquatic Services' computer systems.
- Employees may not access Company computer systems for any purpose which does not advance the employer's legitimate business interests.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data and conversation programs including, but not limited to, instant messaging services (e.g. G-Chat and Yahoo Messenger), chat rooms, and message boards, unless such activity is necessary for business purposes.

Unsolicited Email

Email has become an extremely important and efficient means of communication. However, the abuse of email systems, as well as the receipt and transmission of unsolicited commercial email, places an incredible drain on Premier Aquatic Services' servers and network and imposes significant monetary costs to filter and remove unsolicited emails from our system. To eliminate the receipt and transmission of unsolicited commercial email, Premier Aquatic Services complies with the federal "CAN-SPAM" law. Commercial email means email of which the primary purpose is the commercial advertisement or promotion of a commercial product or service. You are responsible for complying with the federal Anti-Spam regulations and therefore you may not use Premier Aquatic Services' computer systems to transmit unsolicited commercial email:

- Promoting Premier Aquatic Services' business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To Premier Aquatic Services' clients who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help Premier Aquatic Services eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should:

- Delete unfamiliar or suspicious email from outside Premier Aquatic Services without opening it.

Monitoring

Employees should expect that any information created, transmitted, downloaded, received, reviewed, viewed, typed, forwarded, or stored in Company computer systems may be accessed by Premier Aquatic Services at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to our IT Provider. Changing passwords or creating new passwords without notifying our IT Provider is strictly prohibited.

Premier Aquatic Services' monitoring policy may include, but is not limited to, physical inspection of home drives, memory devices, and handheld devices; review of content passing through the Company's network, data lines, and other systems, review of personal email (including personal web-based password-protected email), and review of text messages accessed using Company computers and/or Company data connections; key loggers and other input monitoring mechanisms; and use of screen monitoring software, hardware, and video drives.

System Integrity

Because outside storage devices may compromise Premier Aquatic Services' computer systems, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from our IT Provider, and (2) scanning the data for viruses. Any employee who introduces a virus into Premier Aquatic Services' system via use of personal software or data shall be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Premier Aquatic Services' computer system. All information downloaded from the Internet is to be placed on a disk and scanned for viruses before being introduced into Premier Aquatic Services' system.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Premier Aquatic Services' computer system through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Fax Machines, Copiers, Printers, and Scanners

Any non-business use of Premier Aquatic Services' fax machines, copiers, printers, and/or scanners is prohibited. Employees are further prohibited from using these machines for the purpose of scanning, transmitting, receiving, printing or copying materials which may be deemed offensive or insulting or in violation of Premier Aquatic Services' policy against unlawful harassment. Any employee who receives such materials via fax transmission, the mail, email, or from any other source, should report the transmission immediately to the Personnel Manager.

Protection of the Company's Trade Secrets and Confidential Information

In the course of your employment with Premier Aquatic Services, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its clients (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Premier Aquatic Services' Trade Secrets are: (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to Premier Aquatic Services, whether reduced to writing or in a form from which such information can be obtained, translated, or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is proprietary and confidential in nature.

As part of the consideration employees provide to Premier Aquatic Services in exchange for your employment and continued employment with the Company, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created, or maintained by you shall remain at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

You shall not, except as required in the conduct of Premier Aquatic Services' business or as authorized in writing by the Company, disclose or use during your term of employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents, and the like relating to the business of Premier Aquatic Services you prepare, use or come in contact with, shall be and shall remain the sole property of the Company and shall not be copied without written permission of the Company and shall be returned to the Company on termination or cessation of your employment, or at the Company's request at any time.

Social Media, Social Networking, and Blog Policy

This policy governs employee use of social media, including any online tools used to share content and profiles, such as personal web pages, message boards, networks, communities, and social networking websites including, but not limited to, Facebook, Google+, Twitter, LinkedIn, Tumblr, Instagram, Reddit, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

Premier Aquatic Services respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations, customer relations, or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.

Employees engaging in use of social media are subject to all of Premier Aquatic Services' policies and procedures, including, but not limited to, the Company's policies: (1) protecting certain confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company computers, telephone systems, and other electronic and communication systems owned or provided by Premier Aquatic Services.

Employees are prohibited from the following:

- Using or disclosing Premier Aquatic Services' trade secret information or proprietary and confidential information related to products, production processes, designs, or using or disclosing documents or similar information that has been designated or marked as business sensitive, confidential/private, intellectual property or business use only. Examples of confidential information include customer information, trade secrets, non-public financial performance information and strategic business plans, and does not include information related to wages, hours, and working conditions.
- Using or disclosing a client's, vendor's, partner's, or supplier's trade secret information or confidential information (as defined above) related to products, production processes, designs, or using or disclosing documents or information that have been designated or marked as business sensitive, confidential/private, intellectual property, or business use only.
- Using social media to post or to display comments about co-workers, supervisors, customers, vendors, suppliers, or members of management that are vulgar, obscene, physically threatening or intimidating, harassing, or otherwise constitute a violation of Premier Aquatic Services' workplace policies against discrimination, retaliation,

harassment, or hostility on account of any protected category, class, status, act, or characteristic.

- Posting or displaying content that is an intentional public attack on the quality of Premier Aquatic Services' products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving wages, hours, or other terms and conditions of employment.
- Unless authorized and approved by Premier Aquatic Services, disclosing or publishing any promotional content about the Company or its products.
- Engaging in activities that involve the use of social media that violate other established Company policies or procedures.
- Using social media while on working time, unless it is being used for Company business and with the authorization of Premier Aquatic Services.
- Posting a photograph of a supervisor, manager, vendor, supplier, or client without that individual's express permission.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or the Personnel Manager.

Employees may not use employer-owned equipment, including Company computer systems, Company-licensed software, or other electronic equipment, nor facilities nor Company time, to conduct personal blogging or social networking activities.

Employees should know that Premier Aquatic Services has the right to and will monitor the use of its computer, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged, or discussed on publicly accessible online social media may be accessed by Premier Aquatic Services at any time without prior notice.

Social media account ownership: To the extent an employee is authorized as part of their job duties to use social media account(s) to advance the employer's interests, the employer, not the employee, owns the account(s), and employees are required to return all logins and passwords for such accounts at the end of employment.

Unauthorized Interviews

Employees should not speak to the media on Premier Aquatic Services' behalf without contacting the Personnel Manager or President/CEO. All media inquiries should be directed to them.

Changes in Status

Changes in Personnel Records

To keep your personnel records up to date, to ensure that Premier Aquatic Services has the ability to contact you, and to ensure that the appropriate benefits are available to you, you are expected to notify the Company promptly of any change of name, address, phone number, number of dependents, or other applicable information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources, including requests for references, should be directed to the Personnel Manager. No information should be given regarding any employee by any other employee or manager to an outside source. Premier Aquatic Services' policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held. If an employee has authorized disclosure in writing, Premier Aquatic Services will also provide information on the amount of salary or wage last earned.

Notice of Resignation

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning Company property in your possession or for which you are responsible.

Exit Interview

Any employee leaving Premier Aquatic Services may be required to attend an exit interview conducted by the employee's supervisor or Personnel Manager. The purpose of the interview is to determine the reasons for termination and to resolve any questions of compensation, Company property, or other matters related to the termination.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at Premier Aquatic Services. By always keeping the contents of the handbook in mind, you should be successful and happy in your work here. Once again, welcome to Premier Aquatic Services, and we look forward to working with you.

ARIZONA Addendum to Employee Handbook

Please refer to your state of residence below.

The Employee Handbook and the State Addendums do not constitute an express or implied employment contract and nothing in the handbook or the addendum(s) is intended to bind Premier Aquatic Services contractually. Each employee's employment is terminable at-will so that Premier Aquatic Services and the employee remain free to choose to end their employment relationship at any time.

ARIZONA

Overtime

As a non-exempt employee, you are eligible for overtime pay under the federal Fair Labor Standards Act for working over 40 hours in one (1) workweek.

Meal and Rest Breaks

Arizona law does not require employers to provide meal and rest breaks. However, for purposes of employment with Premier Aquatic Services, you are offered (but not required to take) the same meal and break privileges as our California employees.

Paid Sick Leave

Arizona law requires paid sick leave. For the purposes of employment with Premier Aquatic Services, you are offered the same paid sick leave accrual as our California employees with carryover from year to year. Should Premier Aquatics employ fifteen (15) or more employees in Arizona for more than twenty (20) workweeks in the current or previous year, employees will be eligible to use up to forty (40) hours of accrued sick leave. You will be notified in writing of any changes to the use limit. Please see the policy in the Handbook for more details.

Jury Duty

If you receive a call to jury duty, please notify your supervisor immediately so they may plan the department's work with as little disruption as possible. Unless otherwise required by state or federal law, time spent serving on jury duty will be unpaid.

Voting Leave

If you would like to vote in a public election, but do not have sufficient time to vote during non-work hours, you may arrange to take up to three (3) hours of paid time off from work to vote. To receive time off for voting, you must obtain advance approval from your supervisor and must take the time off to vote either at the beginning or end of your work shift. Premier Aquatic Services reserves the right to request a copy of your voter's receipt following any time off to vote.

Military Leave

Employees who are members of the National Guard or the U.S. armed forces reserves may take leaves of absence from work to comply with authorized orders to active duty or to attend camps, maneuvers, formations or drills. Upon return to employment, an employee will be returned to the employee's previous position.

Victim Leave

An employee who is a victim of a juvenile offense may take unpaid time off to:

- Leave work to exercise the employee's right to be present at a proceeding under state law; or
- Obtain (or attempt to obtain) an order of protection, an injunction against harassment, or any other injunctive relief to help ensure the health, safety, or welfare of the victim or the victim's child.

An employee must provide the employer with a copy of the form provided to the employee by a law enforcement agency or a copy of the information the law enforcement agency provides to the employee, and, if applicable, give the employer a copy of the notice of each scheduled proceeding that is provided to the victim by the agency that is responsible for providing notice to the victim.

An employee may choose to use accrued sick time or vacation time in lieu of unpaid time off.

EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT

I, *|EMPLOYEEFULLNAME|* (print name), acknowledge that I have received and read Premier Aquatic Service, LLC ("Premier Aquatic Services" or "the Company")'s Employee Handbook effective January 1, 2022, and I acknowledge that I am responsible for understanding and complying with the policies and procedures contained in it.

I further understand that this Employee Handbook is designed solely to provide me with a guide to present policies and practices of Premier Aquatic Services. I also understand that the Company has the right to modify, amend, or withdraw any and all of the policies and procedures described in this Employee Handbook at any time, with or without cause, except the at-will nature of my employment relationship and the term and conditions of any arbitration agreement I may have with the Company.

Any questions regarding this Employee Handbook can be discussed with my Personnel Manager. I understand and agree that this Employee Handbook replaces and/or supersedes any prior statements, policies, practices, understandings and guidelines of Premier Aquatic Services, and that any statements or representations made by any person that conflict with anything in the Employee Handbook are not binding on the Company.

I understand that during the course of employment, there is a potential to have contact with many "customers". These "customers" may include, but are not limited to: visitors, vendors, consultants, contractors, service persons, customers, etc. This contact may include, but not be limited to: personal contact, written communication, telephone communications, e-mail communications, including cloud-based e-mail providers, social media, or telecommunications of any type. The image of our organization is tied to the image of its employees, and to the extent that both of them intertwine, employees have a responsibility to represent the company's image accordingly. The company reserves the right to monitor any type of company telecommunications, video surveillance, computer, or Internet activity and employees should not expect privacy while using work equipment. If I receive a customer complaint regarding harassment or discrimination, I will report it to a member of management immediately.

I understand and agree that the Employee Handbook is not intended to imply continued employment or to otherwise limit in any way the at-will employment relationship that I have with Premier Aquatic Services. Similarly, I understand and agree that nothing in this Employee Handbook that describes policies or procedures obliges the Company to follow any particular procedure in the course of imposing discipline or terminating employment. I understand that my employment is "at-will" and may be terminated at any time, with or without cause and with or without notice, by either myself or Premier Aquatic Services. I also understand and acknowledge that the status, terms, and conditions of my employment may be changed at any time by the Company with or without cause, except the at-will relationship and the terms of any arbitration agreement I may have with Premier Aquatic Services. I further understand that no employee of the Company has the authority to enter into any agreement for employment for a specified period of time or to make any representation or arguments inconsistent with this policy, unless it is in writing signed by one of the owners of Premier Aquatic Services and me or my authorized agent for collective bargaining purposes.

I agree to read and abide by the policies in the Handbook, including all complaint and reporting requirements. If I do not understand any policy or procedure, I understand that I should address any questions to my supervisor or Personnel Manager. I understand that my violation of any Company policy may result in serious disciplinary action, up to and including termination.

As of the date of my signature below, I have informed my Personnel Manager of any concerns, issues, complaints or grievances that I have had or currently have with regards to my employment at Premier Aquatic Services.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ AND UNDERSTOOD THIS EMPLOYEE HANDBOOK, AND I AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

|EMPLOYEEFULLNAME|

Name

|EMPLOYEESIGNATURE|

Signature

|DATE|

Date