



EMPLOYEE HANDBOOK

Security Professionals
National - All U.S. Locations

(Excluding Employees in California, Puerto Rico and US Virgin Islands and all non-U.S. locations)

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A Message from the Chief Executive Officer

Dear Security Professional,

Welcome to Allied Universal! I'm sure you were selective in considering places to pursue your career, and we are very pleased you made us your Company of choice.

It is a pleasure to have the opportunity to provide this personal message to the valued professionals who contribute their skills, talents, and time to Allied Universal. Indeed, it is our Employees who make our Company one of the finest in the business.

Since our Company was formed, we have prided ourselves on providing a superior level of service to our Customers which has, more than anything else, been the key to our success in this very competitive security services industry. In doing so, Allied Universal has become the largest security company in the nation. Indeed, our focus on Customer service has allowed us to expand into every state in the country, and provide service in a broad spectrum of vertical markets.

Credit for our quality reputation goes 100% to our Employees. They take pride in their work and strive to provide unmatched service to both internal and external Customers. We think you will find that everyone is anxious to see that you get off to a positive start with our Company, and are willing to help you in any way we can to do your job successfully. Our goal is to provide “unmatched” service to our Customers in every detail and every way and you are key to our ability to achieve that goal.

In this Employee Handbook you will find information about our Company policies and procedures and the many benefits that we provide. Please read through it, and if anything is unclear, be sure to talk with your Supervisor, Branch Manager, or Human Resources Representative. We have an open-door policy throughout Allied Universal and your questions and ideas are always welcome.

Please remember that the potential for our Company to continue its success lies with each of us. Only with your contributions and phenomenal effort can we expect to meet our common goals and continue the pattern of success we have so diligently worked for in the past. We wish you much success in your career at Allied Universal!

Sincerely,

Steve Jones

Steve Jones
Chief Executive Officer

FOREWORD

Allied Universal is an at-will employment company. This means that the employment relationship with you can be terminated with or without cause, at any time, by you or the Company. All Employees will, in consideration of their employment, conform to the rules and policies of the Company, some of which are set forth in this Handbook and some of which are communicated to you in training and through your supervisor. Copies of the Company's written policies and procedures may be obtained through our Employee portal at <https://ehub.aus.com>.

No supervisor or representative of the Company except the Chief Executive Officer has authority to enter into any agreement for employment for any specified period of time, or to make any adjustment to this at-will policy. Allied Universal further reserves the right to make any change to your assigned job-site and/or shift at the complete discretion of the Company.

This Handbook should be used as a reference document and is not intended to and does not form, express or imply a contract regarding the duration, or any term or condition of employment. Furthermore, this Handbook does not alter the at-will relationship between Allied Universal and an Employee, nor does it guarantee employment for any definite period of time.

This Handbook is only a guide and does not address in detail every situation that you may have questions about or are likely to face. Should you have any unanswered questions after reading this Handbook, please talk with your Supervisor, Operations or Account Manager, Branch Manager or Human Resources Representative. The Company retains the right to amend, suspend, interpret or cancel in whole or in part any of the published or unpublished policies and practices of the Company, without notice.

This Handbook is a guide for national use (except for Employees in California, Puerto Rico, US Virgin Islands and Canada); for some topics, state or local regulations may supersede information contained in the Handbook. The Company remains the final authority as to the proper interpretation and application of the provisions of this Handbook. If any provision of this Handbook is found to be unenforceable or invalid, such finding does not invalidate the entire Handbook, but only the subject provisions.

Nothing in this Handbook is intended to, nor shall be interpreted as interfering with, constraining, or preventing Employee activities protected by the National Labor Relations Act or other applicable local, state, or federal laws, including, but not limited to, communications and protected concerted activities regarding wages, working conditions, and any other terms and conditions of employment.

Nothing in this Handbook prohibits Employees from reporting possible violations of federal, state, or local law or regulation to any government agency or entity and any agency inspector general, or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation.

While Employees are encouraged to bring any such possible violation to the attention of Allied Universal, Employees do not need the prior authorization of Allied Universal to make such reports or disclosures to these entities. Allied Universal Employees have the right to engage in protected activity.

RECOGNITION OF THESE RIGHTS AND PREROGATIVES OF THE COMPANY, AND AGREEMENT TO ABIDE BY ALL COMPANY POLICIES, PROCEDURES, AND RULES ARE TERMS AND CONDITIONS OF BOTH INITIAL AND CONTINUED EMPLOYMENT.

Note: In certain locations, Security Professionals may be part of a bargaining unit represented by a union, in which case the provisions of this Handbook may be superseded by the terms of any applicable collective bargaining agreement.

Applicability

The term “Security Professional” is used throughout this Handbook to refer to all Employees assigned to Customer post locations and includes Employees in related positions such as Site Supervisors, Shift Supervisors, Post Commanders, and any other specific title/position as may be applicable at any specific Customer location.

Many sections of this Handbook refer to the Company location, Company property, or your job site. These references should be considered to include all Allied Universal facilities as well as Customer sites at which you are posted and Customer property for which you are responsible for servicing.

Property of Allied Universal

The information contained in this Handbook consists of trade secrets and proprietary information and is intended only for use by personnel of Allied Universal and/or its parents, subsidiaries and related companies. The information contained herein may not be copied or reproduced without the express written permission of the Company’s Executive Vice President of Human Resources or the Company’s General Counsel. Employees may be requested to return any copy of the Handbook upon termination of employment. All rights are reserved, and any transfer or disclosure of this material is prohibited without the prior written consent of Allied Universal. Use of this information by any other person or company is prohibited.

I. INTRODUCTION

The Importance and Purpose of Your Job as a Security Professional

Every year, American industry loses billions of dollars due to theft, vandalism and other crimes. Allied Universal can assist our Customers in reducing potential losses. We are counting on YOU to help us do this, for you are now part of this important team. The effectiveness and success of our service and training depends on our mutual cooperative efforts. Take pride in your work - you perform a valuable service to our Customers. We depend on each other for our continued mutual success and the success of our Customers.

You're Part of Our Team

As a member of the Allied Universal team, you will be expected to contribute your talents and energies to improve the quality and general working environment of the Company, as well as the Company's services.

Your responsibilities are to:

- know your own duties and how to perform them promptly, accurately and pleasantly;
- maintain a good attitude and work as a team;
- interact professionally with fellow Employees, Allied Universal Customers and visitors at your post at all times; and
- accept direction and constructive feedback from your supervisors.

Whatever your position, you have the important assignment of performing every task to the very best of your ability. The result will be better performance for the Company and personal satisfaction for you. We expect you to voice your opinions and contribute your suggestions to improve Allied Universal. We encourage you to communicate with each other and with management.

Our Mission Statement

Allied Universal provides unparalleled service, systems and solutions to serve, secure and care for the people and businesses of our communities. We put our relationships with our Employees and Customers at the heart of everything we do each and every day.

At-Will Employment Relationship

Allied Universal is an at-will employment company. This means that the employment relationship with you can be terminated with or without cause, at any time, by you or the Company. No supervisor or representative of the Company except the Chief Executive Officer has authority to enter into any agreement for employment for any specified period of time, or to make any adjustment to this at-will policy. All

Employees will, in consideration of their employment, conform to the rules and policies of the Company, some of which are set forth in this Handbook and others which will be communicated to you in training, through post orders, the Company's on-line portal and/or written memoranda, or verbally by your Supervisor. Allied Universal further reserves the right to make any change to your assigned job site and/or shift at the complete discretion of the Company.

II. WHAT IS EXPECTED OF YOU

Our Philosophy

We believe it is important for you to know and understand what the Company expects from you, so that you can perform to your best ability. This section will explain important items such as our rules of conduct and performance expectations. If you are ever uncertain on any of the topics covered in this section, or have other questions regarding the Company's expectations, you should contact your Supervisor or any member of Human Resources for assistance.

Your First Assignment

Your Manager will notify you of your first work assignment, including the name and location of that assignment, the day and time that you are to report, and with whom you are to check in. You must make sure that you completely understand all of the information that is given to you and that you are able to be at the designated location on time.

Reporting for Duty

When reporting for work, you should be prepared by being appropriately groomed and wearing a clean uniform and shoes. You should perform a self-inspection – no torn uniform items, no missing buttons and in full gear (other than gear that is stored at the work site). You should also have any required guard registration and/or identification cards as dictated by the location to which you are assigned. Finally, you should be ready for work – mentally prepared, rested, alert, and even-tempered.

You are responsible for providing your own transportation to and from work. You must be ready to begin working promptly at your assigned start time. It is imperative that you are on time – we cannot have any gaps in coverage of our Customers' security needs, and the person you are relieving is depending on you to be on time as well. Based on your work assignment, you will sign in, clock in and/or call in at the start of your shift – all of which will be explained to you by your Supervisor. Unless approved by your Supervisor, you must not begin performing any work prior to your scheduled start time. In addition, you must sign in, clock in, or call in prior to performing any work. Similarly, you must not perform any work after signing out, clocking out or calling off at the end of your shift. All time spent performing any work must be accurately documented in your timekeeping record so that you can be paid accordingly. You may not perform any work "off the clock."

While on Duty - Standards of Conduct

Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together. By accepting employment with us, you have a responsibility to adhere to certain rules of behavior and to conduct yourself professionally. Generally speaking, we expect each person to act in a mature and responsible way at all times. These standards apply while on Company business, Company or Customer premises, and when working with Company or Customer property, Employees and the public.

■ Responsibilities of an Allied Universal Security Professional

Although not exhaustive, the following are some of the responsibilities of a Security Professional:

1. Your primary duty as a Security Professional is to:
 - DETER:** to serve as a general security presence and visible deterrent by continually performing your duties in an alert, professional manner.
 - DETECT:** suspicious activities.
 - OBSERVE:** criminal acts or rule infractions at or near your post which may be a threat to the facility, the Customer or Employees at your work site.
 - REPORT:** all incidents, accidents or medical emergencies to the appropriate persons, including your Supervisor, in a timely manner.
2. Obtain and continuously maintain any state or local licensing required to perform private security officer duties in your geographic location. It is your responsibility to know the requirements, to take any tests or obtain any certifications required, to complete any process to renew a required license, and to immediately notify the Company if your required security guard license is suspended, revoked, expired or attains any other status that would prevent you from lawfully performing private security guard duties in the jurisdiction to which you are assigned.
3. If you change your address during your employment, you are required to notify in writing both the Company and any applicable private security guard licensing agency in the jurisdiction to which you are assigned of your new address within 15 days of such change (or sooner as may be required by any licensing agency).
4. Allied Universal has both armed and unarmed security accounts to which we provide security services. You will be notified upon assignment to an account whether your assignment is armed or unarmed. You **may not** carry or use a firearm or any other type of weapon (such as pepper spray, mace, batons, handcuffs, etc.) at any time while on Company or Customer property (including in parking lots and Company vehicles), while on Company time, or while in your Allied Universal uniform **unless** you are specifically currently assigned to an armed account and are assigned to carry such weapon(s), and then you may do so only while travelling to, performing work at, or travelling from such an assigned account, except where this rule may conflict with state or local laws, which will take precedence.
5. Look sharp and maintain a professional appearance by wearing a clean uniform and being well groomed at all times in accordance with Company policy.
6. Strive for continuous improvement in performance by seeking training and educational opportunities that will enhance your ability to perform your security duties.
7. Take orders and follow through with them accordingly, in a pleasant and respectful manner. Similarly, always act in a courteous, professional and dignified manner with Customers and the general public with whom you come into contact.
8. Know the Post Orders and consult any site specific operations/procedures manual for your assigned location and be completely familiar with your job requirements. Ask questions of your Supervisor or branch personnel if you are unfamiliar with or uncertain about any aspect of your duties.
9. Be mentally alert and prepared at all times – study the post where you are assigned and observe everything within sight and sound. Accurately document all observations in your Daily Activity Report as specified by your specific account.

10. Act quickly and safely to take corrective action, especially in an emergency, following the protocol as outlined in your site Post Orders. However, at no time should you risk your own personal safety or that of others in taking any form of corrective or emergency action. Know the location of and be able to quickly access a list of emergency numbers at your post. If an emergency occurs that is not covered by the Post Orders or instructions, call your Supervisor, Field Supervisor or after-hours call center.
11. Become familiar with and be able to handle all protective equipment appropriately, such as fire extinguishers, sprinkler systems, etc., applicable at your post for which you have received proper training. If you have not been properly trained in any equipment at your work location, seek clarification as to whether you are authorized to use such equipment before doing so.
12. Remain at your post until properly relieved and pass on all orders as instructed to your relief officer. Note that the Company expects written pass-down exchanges to occur in such a manner that does not require either the relieving or the replacement Security Professional to work beyond their normally scheduled shift. However, if for any reason any Security Professional performs work beyond the scheduled start or end time of the shift, they are **required** to document such ACTUAL time worked on the timesheet – Allied Universal does **not** permit any Employee to perform work “off the clock” and requires Employees to document all actual time worked.

■ Maintaining Confidentiality

As a condition of employment, all Employees are required to sign the Company’s standard Employment Agreement in place at the time of hire. This Agreement outlines the Employee’s obligations relative to the handling of confidential information, among other things. This section is only intended as a brief summary of the obligations contained in that Agreement. The actual Agreement defines the specific Employee obligations.

All Employees must treat any information relating to the business of Allied Universal and any of its activities, projects, or Customers as confidential. Employees may not divulge any of this information to non-Employees, including family and friends, without the prior written consent of the Regional President. All such information must be kept completely confidential during, and subsequent to, employment with Allied Universal. The following examples are intended to serve as a guide to the types of such information and material. The list is not intended to be all-inclusive:

- Matters of a business nature such as information about bidding practices, financial information, reference names, projects or proposals, Company products, costs, pricing, profits, markets, Customer lists, all data regarding Customers and vendors, and plans for future expansion or business development.
- Matters of a non-public, technical nature such as civil engineering plans and processes, Customer lists, catalogs, pricing information, Company reports, computer programs, software and supporting documentation, procedure manuals and related methods or technologies.
- Information pertaining to any services or products and the results of all such services or products provided to the Company’s Customers.

Except as required in the performance of their duties, Employees must not at any time during or after their employment, use, disclose or disseminate any confidential information or any other information of a secret, proprietary, or generally undisclosed nature relating to the Company, or its services, Customers, Employees, plans or procedures. Upon termination of the employment relationship or at any time upon the Company's request, Employees must deliver to the Company all copies of confidential information, or other Company property.

Allied Universal does not require nondisclosure by Employees of their wages or other information related to their employment. Allied Universal does not, as a condition of employment, require Employees to sign a waiver forbidding disclosing information about their wages or other terms or conditions of their employment. The Company will not discharge or take any adverse action, or in any other manner discriminate against Employees or applicants because they have inquired about, discussed or disclosed their own pay or information about their own employment, or information about the pay or other terms or conditions of employment of another Employee or applicant.

Provided, however, that Employees who have access to confidential information about other Employees or applicants as part of their essential job functions cannot disclose this information to individuals who do not otherwise have access to it, unless the disclosure is (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer; or (c) consistent with the Company's legal duty to furnish information. Such protected information includes Employee social security numbers, performance evaluations or disciplinary actions, compensation information, and other sensitive Employee information.

Notwithstanding the foregoing, nothing in this Policy prohibits an Employee from reporting possible violations of law or regulation to any government agency or entity or making other disclosures that are protected under the whistleblower provisions of federal, state, or local law or regulation. Solely in connection with such reporting, Employees may disclose confidential information, in confidence, to a government official or to an attorney to address possible violations of the law; however, any disclosure of confidential information must be in good faith and effectuated in a manner that prevents the dissemination of confidential information beyond those persons necessary to make the report or filing, such as filing the confidential information under seal and otherwise preventing it from being publicly disclosed. While Employees are encouraged to bring any such possible violation to the attention of the Company, Employees do not need the prior authorization of the Company to make any such reports or disclosures to these entities.

(For Employees in Minnesota, note that pursuant to Minnesota Statute § 181.172, Allied Universal will not retaliate against an Employee for asserting rights or remedies under Minnesota Statute § 181.172. An Employee may bring a civil action against an employer for a violation of these provisions. If a court finds that an employer has violated one of these provisions, the court may order reinstatement, back pay, restoration of lost service credit, if appropriate, and the expungement of any related adverse records of an Employee who was the subject of the violation).

■ Use of Force

Use of Force- General Principles:

It is Allied Universal's policy that employees shall not use physical force against persons unless the employee reasonably believes that such force is necessary to protect the employee or another individual from imminent bodily harm. The extent of force employed must not exceed the minimum amount of force necessary to counter the threat, and may be employed only for as long as the threat persists, as described in more detail below.

Allied Universal considers any time an employee physically touches another person to achieve a desired level of compliance to be a use of force. This includes any time an officer uses his hands, body, defensive tactics or equipment, less lethal weapons, or firearms in the course of their duties which requires reporting and notification as outlined herein. This includes the display or brandishing of any weapon, including working dogs.

As an exception to this policy, routine therapeutic patient restraint procedures and routine handcuffing during police operations (i.e. Company Police, Special Officers) do not need to be reported to the Legal Services Group. In these environments, the Corporate Use of Force Report only needs to be completed if they involve the use of weapons, injuries to our employees, the subject or a third party, if there is some other unusual or unexpected outcome, or if the subject of medically-ordered therapeutic restraint resisted the procedure.

Possession of Weapons Prohibited:

No Allied Universal employee or agent may carry, possess, or store a firearm or other weapon, including less lethal weapons, during the course and scope of their employment, except as permitted by this policy. Except where state law prohibits such a restriction, this policy shall prohibit the carrying of a personal firearm to work, as well as having a personal firearm available in the passenger compartment or trunk of a Company vehicle or private vehicle being used for work purposes. As stated in the employee handbook, employees who violate this policy will be subject to discipline up to, and including, termination.

Use of Force Continuum:

The Use of Force Continuum shall be the standard model for the use of force by all Allied Universal Security Professionals. The continuum is broken down into six broad levels. Each is designed to have an *elastic factor* to accommodate evolving situations evoking different levels of force. It is common for the level of force to move from level two, to level three, and back again in a matter of seconds.

Allied Universal Security Professionals should be mindful that so long as prudent under the circumstances, disengagement in favor of calling the police or other law enforcement authorities is always the preferred course of action as part of the force continuum.

Additionally, Security Professionals must remember that the Use of Force Continuum relates not only to the escalation of the Use of Force but also directs the de-escalation of techniques as the subject's threats diminish or stop.

The following diagram demonstrates the escalation and de-escalation of the use of force with 1 being the least force used and 6 being deadly force:



LEVEL ONE

Officer Presence. The mere presence of a highly visible uniformed Security Professional is often enough to stop a crime in progress or prevent future crime. Included in this are standing, walking, and running. Without saying a word, an alert Security Professional can deter crime or direct criminals away from a property by use of body language and gestures. At this level gestures should be non-threatening and professional.

LEVEL TWO

Verbal Communication. Used in combination with a visible presence, the use of the voice can usually achieve the desired results. Words can be whispered, used normally, or shouted to be effective. The content of the message is as important as the Security Professional's demeanor. It's always best to start out calm but firm and *non-threatening*. Choice of words and intensity can be increased as necessary or used in short commands in serious situations. The right combination of words can de-escalate a tense situation and prevent the need for a physical altercation. Training and experience improve the ability of a Security Professional to communicate effectively with everyone, including the police.

NOTE: All uses of force above Level Two require the preparation and submission of a Use of Force Report

LEVEL THREE

Use of Open Hands, Control Holds & Restraints. Certain situations may arise where words alone do not reduce the aggression. Sometimes Security Professionals will need to get involved physically. At this level, minimal force would involve the use of bare hands to guide, hold, or restrain. This does not include offensive moves such as punching, tackling, or choking. Pain compliance holds could apply here but only after ordinary holds fail to control an aggressive suspect. A baton may only be used at this level as a self-defense mechanism to block blows or temporarily restrain a suspect. Handcuffs can be used a restraint device only if the Security Professional has been trained to do so. Not every suspect needs to be handcuffed. Restraints should only be used on a person who exhibits aggression or poses a real threat. Handcuffs should not be applied too tightly and should be double-locked when safe to do so. Once a suspect is handcuffed, the Security Professional is responsible for his or her safety. To avoid the possibility of "positional asphyxiation," Allied Universal Security Professionals may not pile on top of a suspect, or place a handcuffed suspect face-down on the ground. Hog-ties and hobbling (tying legs together) are prohibited.

LEVEL FOUR

Less Lethal Defensive Spray (O.C.). When a suspect is violent or threatening, more extreme but less lethal measures may be used in defense, to bring the suspect under control, or affect an arrest. Before a Security Professional may move to level four, it is assumed that he or she exercised other less physical measures or deemed them inappropriate. When used by surprise, pepper spray is an excellent distraction, allowing the Security Professional time to get away, call the police, or subdue the suspect. Pepper spray should not be used to protect property or to enforce business rules. It is a defensive weapon. Pepper spray must be directed in the suspect's face for maximum result, and not sprayed wildly at groups of people. Even though considered less lethal, pepper sprays can cause severe reaction and possible injury. Also, pepper sprays have a blinding effect, and care must be used that spray victims do not fall down stairs, wander into traffic, or operate a motor vehicle.

LEVEL FIVE

Temporary Incapacitation. This level of force may only be employed when the situation is so extreme, violent, and immediate that it is necessary to temporarily incapacitate a suspect prior to the arrival of the police. This includes the use of all methods of non-deadly force beginning with the empty hand up through and including impact tools, Tasers or working dogs. At level five, properly used defensive and offensive moves (including take downs, knee, hand, and elbow and arm strikes) are allowed under the right circumstances. Baton blows to soft tissue and certain joint areas are consistent with professional security training standards. Kicking any part of a subject's body, and baton blows to the suspect's head or throat, however, can be deadly, and are inconsistent with professional training standards, and are strictly prohibited **unless the use of deadly force is justified**. Any violation of this directive will be treated as a serious offense warranting discipline up to, and including, termination.

Temporary incapacitation is used to stop a suspect from injuring a Security Professional or others, permitting the application of handcuffs or other restraints. Electronic control devices ("ECDs," also known as conducted electrical weapons, and "Tasers") are a recognized means of temporarily incapacitating an assailant, but may

only be carried by an Allied Universal Security Professional with the express approval of the Division President and General Counsel in consultation with the Legal Services Group.

LEVEL SIX

Deadly Force. Allied Universal Security Professionals are justified in threatening or using less lethal force against another when and to the extent that the Security Professional reasonably believes that such threat or force is necessary to defend him/herself or a third party against another's imminent use of unlawful force. Deadly force, however, may be used only when necessary, that is, when the Security Professional has a reasonable belief that the subject of such force poses an imminent danger of death or serious physical injury to the Security Professional or to another person, and the use of lesser force is not possible or would not extinguish the threat.

By way of example, but not limitation:

- A. Deadly force generally may not be used to prevent the escape of a fleeing suspect unless that individual poses an imminent threat to the safety of others.
- B. Firearms may not be fired for the purpose of disabling moving vehicles.
- C. Firearms may not be discharged at or from a moving vehicle.
- D. Warning shots are not permitted.

If feasible and if to do so would not increase the danger to the Security Professional or others, a verbal warning to submit to the authority of the Security Professional shall be given prior to the use of deadly force.

When the decision is made to use force, an Armed Security Professional may continue its application only until the subject surrenders or otherwise no longer poses an imminent danger to the Security Professional or to others.

When the application of deadly force is necessary, attempts to wound or otherwise cause minor injury are unrealistic and impractical, and can prove dangerous to the Security Professional and others because such attempts are unlikely to neutralize the imminent danger he or she confronts.

The brandishing of an un-holstered firearm in a public setting is strictly prohibited unless the situation warrants the use of deadly force as stated herein. Even when deadly force is permissible, Armed Security Professionals should assess whether its use creates a danger to third parties that outweighs the likely benefits of its use. Consideration must be given to innocent bystanders, and Security Professionals shall not unreasonably endanger the safety or welfare of bystanders.

Additional Criteria for All Uses of Force:

Whether deadly or less lethal, when force is used against a person it must cease when the resistance or threat is overcome or ceases. Allied Universal Security Professionals must be mindful that the purpose of force is to overcome aggression or threats and only to protect the lives of the Security Professional or other persons. The application of force for any other purpose is not justified.

Since the Use of Force Continuum requires the exercise of less lethal force before resorting to deadly force, no Allied Universal Security Professional will be authorized to carry a firearm unless and until that Security Professional is trained in the use of, and equipped with, a less lethal weapon such as a baton, pepper O.C. (Oleoresin Capsicum) spray, or ECDs.

NOTE: Adoption or use of Client-specific use of force policies must be approved by the Legal Services Group.

Allied Universal Security Professionals will exercise only that level of force necessary to de-escalate an incident and safely achieve control. As indicated by the Use of Force Continuum, whenever feasible, verbal commands should be given before resort to physical compliance techniques or the use of O.C. spray, a baton, or stun device. The level of force necessary to safely achieve control will logically be proportionate with the level of resistance confronted.

Allied Universal Security Professionals must be mindful that in all circumstances, disengagement in favor of calling law enforcement authorities is the proper choice provided doing so does not endanger the safety of the officer or other individuals.

Pursuit

Pursuit is defined as travelling at a faster pace or speed than a suspect, with the objective to approach and catch a suspect who is attempting to flee the scene of a crime and/or to avoid arrest/detention. Pursuit is **prohibited** except in situations where failure to detain the suspect could cause death or serious bodily injury.

Pursuing does not include following at a rate and manner to maintain surveillance of the fleeing suspect with the intent to relay information to responding Law Enforcement or to contact the suspect who ceases to flee.

Vehicle Pursuits

A pursuit using a vehicle is defined as using a vehicle to follow a suspect who is on foot or in a vehicle while travelling at a higher speed than normal for the environment or in a manner that would be considered unsafe for the environment.

Vehicle Pursuits are **prohibited**, no matter the circumstances or equipment provided on security vehicles.

Following a suspect or a suspect vehicle shall not be done in a manner that is unsafe or violates any jurisdictional vehicle code or private property rules.

Detention and Legal Arrest

A Security Professional, as result of his/her position, has no elevated legal duty or authority to arrest a subject.

A person is considered arrested or detained when he/she is not free to leave the scene, regardless of whether force or coercion has been used.

Generally, a Security Professional's ability to make a lawful arrest is governed by the same laws which govern arrests made by private citizens, commonly referred to as a "Citizen's Arrest". Therefore, a Security Professional should understand the law in the jurisdiction where they are working with respect to a private citizen's ability to perform a lawful arrest. What may be considered a lawful detention and arrest in one state may be unlawful in another state.

Security Professionals may only make a Citizen's Arrest under a set of very strict circumstances.

Though state laws vary, a Citizen's Arrest generally can only be made if all three of these conditions have been met:

- A felony has been committed in your presence;
- The police would not be able to respond in time to prevent injury from imminent physical harm or death, (a justified use of reasonable) force, or the escape of the subject; and
- Your site's contract and post orders permit you to make a citizen's arrest.

Making a physical arrest should be an act of last resort, and local law enforcement must be immediately notified.

There is no legal obligation for a Security Professional to make an arrest. While it is recognized that there are situations wherein Security Professionals do make arrests, if the situation is unsafe, the decision to not arrest may be appropriate. In such a situation, notifying and waiting for Law Enforcement may be prudent.

Moving an Arrestee:

While awaiting the arrival of Law Enforcement, the Security Professional should keep the arrestee at the scene of the apprehension, unless doing so would be unsafe. The arrestee should be placed in a seated position, either on a chair or other elevated stable object. If no such object is available, the arrestee may be seated on the ground.

As set forth above in Section I (Use of Force Level 3), at no time shall a restrained subject be left in a prone (face-down) position. Hog tying or hobbling of subjects is prohibited.

If it is prudent to move the arrestee due to tactical or procedural considerations, then the arrestee may be escorted to another location.

The arrestee shall be under the observation of Security Professionals at all times until placed in the custody of Law Enforcement. The constant observation of the arrestee is for the safety of all persons, to limit the attempt to escape, or to protect against the destruction of evidence.

Exceptions to the Pursuit/Detention/Arrest Policy Statements

In some instances, Allied Universal Security Professionals have different duties and legal authorities, such as “police type” operations (i.e. Company Police, Special Officers), certain retail environments, facilities impacting national security or critical infrastructure. In these instances, further policy instructions, in conjunction with local regulations regarding the limits of your authority, will be communicated at the job level.

■ Reporting Requirements and Response to Use of Force Incidents

Required Reporting:

In every incident involving the Use of Force, the Security Professional(s) involved must complete a “Use of Force Incident Report” and submit it to the Legal Services Group (Attention: Director, Firearms and Use of Force) and the Region President within 24 hours of the event. This report will provide detail about the incident including the identity of those involved, the level and type of force applied, and the reasons for its application. Injuries to either Security Professional or others must be fully described, as must any resultant property damage.

Branch and Regional Office management are responsible for strict compliance with notification requirements specified by all relevant state, local, and county private security licensing and regulatory authorities.

Within 5 business days of the event, Branch Office management will review the incident; the Security Professional(s)’ immediate supervisor must make a recommendation regarding whether the use of force complied with company policy, contract deliverables, and local regulations or if any additional investigation is dictated by the facts and circumstances of the incident.

Response:

In all incidents involving the Use of Force, the Security Professional’s immediate supervisor will respond to the scene as soon as practicable to gather the facts and assist the Security Professional in the preparation of

Use of Force Incident Report. He or she should notify the Account Manager and/or Branch Manager of the event as soon as practicable.

Absent aggravating circumstances, no further investigation is necessary beyond the submission of the Use of Force Incident Report to the Legal Services Group and relevant Regional President. In determining whether an investigation is necessary based upon aggravating circumstances, local management should consider the nature and level of force applied, the extent of any injuries, the notoriety of the incident, and the level of adherence to policy. The Supervisor, Account Manager, Branch Manager, and, if appropriate, the Regional President should contact the Legal Services Group for guidance in such cases when formulating a recommendation for follow-up investigation.

■ Attendance and Reporting Absences

Attendance is one of the most critical elements of success in your job at Allied Universal. It is your responsibility to maintain acceptable attendance and to follow all absence reporting procedures. Further, it is your responsibility to maintain a working phone number or other reasonable means of communication at which you may be contacted by the Company for business related communications as may be necessary from time to time.

Post Assignments:

You are employed by Allied Universal, and your work schedule is determined by the Company. When you are assigned to a particular job assignment and post location, you will normally be given specific workdays and hours that you are expected to work at that account. Schedules, work assignments and pay rates are based on our individual Customer contracts and can be changed at the Company's discretion at any time, with or without notice. You are expected to fulfill the work assignments given to you as part of your employment with Allied Universal. In the event you are unable to work your assigned schedule, you must follow the procedures outlined below. **Under no circumstances are you to contact the Customer to report an absence.**

Types of Absences:

There are four (4) types of absences:

1. **Excused Absences:** This type of absence is one where you know in advance of the need to miss all or a portion of your normally scheduled shift. Examples include an approved leave of absence, jury duty, military leave, a court date, wedding or other family event, or other foreseeable situations. You may be required to provide proof of the reason for your absence, such as a doctor's note, jury summons, etc. The procedure for notifying the Company of the need to take time off for an excused absence is as follows:
 - First, we prefer that you attempt to make arrangements with a co-worker to switch shifts with you to cover your absence. If you are able to find a replacement (where such will not result in the use of overtime), you must notify your Operations or Account Manager (or Supervisor, as directed) in

writing **at least 14 calendar days prior** to the date you are requesting to take off.

- You must submit an “Absence Request” **at least 14 calendar days prior** to the date you are requesting to take off. This form must be submitted to your Operations or Account Manager (or Supervisor, as directed). It is your responsibility to ensure the Branch/Supervisor receives this form.
- Every reasonable effort will be made to find a replacement to fill your vacant shift(s) and approve your request, provided you have followed the proper procedures. Your request will be approved if you and/or your Operations or Account Manager are able to locate a replacement that does not result in the use of overtime. You will be notified if your request is approved by your Manager. If your request is not approved and you fail to show up for work, the time off will be considered unexcused unless the absence is otherwise protected by law.

2. **Call-Off (Unexcused Absence with Proper Notice)**: This type of absence is one in which you do not know in advance of the need to miss all or part of your normally scheduled shift. Examples include illness or injury, family emergency, or other unforeseen situation.

- You must contact your Operations or Account Manager (or follow other call-off procedure as may be in effect at your specific post location) at least four (4) hours before the start of your shift – calling off less than four (4) hours before the start of your shift may affect the Company’s ability to timely fill your open post and fulfill our Customer contractual obligations (refer to Work Rule #42 in this Handbook).
- Unless the absence is otherwise protected by law, such call offs are considered unexcused absences and may be subject to the disciplinary procedures outlined below.
- **For Call-Offs after regular business hours** - Your Operations or Account Manager will provide you with instructions for calling off after regular business hours – the location and procedure may vary depending on the location to which you are assigned. You must provide the Dispatcher, Field Supervisor or other designated call-off recipient with your name, post at which you are assigned, your scheduled start time, the reason you are calling off, and a call back number at which you may be reached. Your call-off will immediately be reported to a Field Supervisor or other Manager, who may contact you regarding your situation. You must be available to respond to this return call and cooperate with any requests made by the Field Supervisor or other Manager. Failure to do so may result in the absence being considered unexcused and may result in disciplinary action. In addition, you may be asked to provide documentation to verify the reason for your call-off, such as a doctor’s note, towing receipt, etc.

3. **No Call/No Show or Post Abandonment**: failure to show up for your assigned shift without contacting your Operations or Account Manager, or other designated call-off recipient, as outlined above, is considered a “no call/no show” and may result in termination of employment on the first offense. A “no call/no show” for two consecutive shifts may be considered a voluntary resignation of employment based on job abandonment. Additionally, leaving your post without proper relief or approval from your Supervisor may result in immediate termination of employment.

4. **Tardiness:** arriving to your post late, with or without prior notice, may result in your relief having to stay over to cover your post (or your post being vacant until you arrive, for cold-start accounts). It is your responsibility to maintain good attendance, which means showing up for work on time and being prepared to work at the start of your scheduled shift. Being tardy is an attendance issue and may result in disciplinary action in accordance with chart listed below under Absence Tracking.

Absence Tracking:

Allied Universal tracks Employee attendance and will take disciplinary action for excess absenteeism or failure to follow attendance reporting procedures in accordance with applicable laws. Our guideline for action is outlined below. Individual circumstances may vary, such as absences due to protected leaves of absence, and the company reserves the right to administer counseling and discipline at its' sole discretion, consistent with applicable law.

Attendance Issue:

Disciplinary Action:

1.	Call-off (unexcused absence with proper notice) or Tardy:1 st Offense:2 nd Call-off - within 90 days from last Call-off/Tardy:3 rd Call-off - within 90 days from last Call-off/Tardy:	Written Warning Final Written Warning Termination
2.	Trading shifts without proper authorization:1 st Offense:2 nd Offense (regardless of time since 1 st Offense):3 rd Offense (regardless of time since 2 nd Offense):	Written Warning Final Written Warning Termination
3.	Call-off with less than 4-hours' advance notice*:1 st Offense:2 nd Offense (regardless of time since 1 st Offense):	Final Written Warning Termination of employment
4.	Failure to call-off, "no call/no show", or post abandonment:1 st Offense:	Termination

* The provisions of this section do not apply in jurisdictions with a conflicting law. You will not be disciplined or penalized if an absence is protected by applicable law, and you have complied with all notice obligations required by any such law.

If you are unable to call off personally due to an illness, emergency, or some other reason, be sure to have someone call on your behalf at least four hours prior to your scheduled reporting time.

You are required to call the office the next day following your absence to notify Allied Universal personnel whether or not you will be returning to work that day. If you fail to notify us properly, a replacement may be scheduled and you will forfeit your schedule for that day, even if you are available to work.

If you are absent three (3) or more days because of illness, you will be required to provide written documentation from a doctor that you are able to resume normal work duties (or that you have restrictions that may require consideration for a reasonable accommodation) before you will be allowed to return to work. You will be responsible for any charges from your doctor for this documentation. All documentation shall be treated as confidential and will be maintained accordingly. Your Operations or Account Manager will monitor your attendance. Unexcused absences will be considered when evaluating requests for promotions, transfers, and approved time off.

■ Work Rules and Standards of Conduct

The following list includes some, but not all, examples of violations that may result in disciplinary action up to and including immediate termination.

1. Violation of any statute, regulation or rule established by either Company policy or by local, state or federal governmental authority or action that is extreme in nature and is detrimental to Allied Universal's efforts to operate profitably or provide unmatched Customer service.
2. Violation of policy which results in the loss of funds, or injury or death of an Employee, Customer or other person.
3. Obtaining employment based on false or misleading information, or falsifying information or making material omissions in any documents or records, regardless of when such false or missing information is identified.
4. Theft, unauthorized use, or purposeful damage to Company, Customer, or third party property.
5. Manipulation of funds or inventory (e.g., deposit theft; petty cash).
6. Dishonesty, fraud, or false statements of any kind including falsification of time sheets, injury or illness reports, incident reports, or other Company records or files, including careless or improper recording of information, and/or failure to report errors, mistakes or damage.
7. Abuse of a Customer, Employee, visitor, or other third party (physical, verbal, or otherwise), including fighting, provoking a fight or other disorderly, careless or reckless conduct on or near Company/Customer property or in Company uniform at any time. This includes inappropriate use of force in violation of the Use of Force policy.
8. Abusive or aggressive/violent language to Customers, fellow Employees, or the general public.
9. Any act of discrimination, harassment, bullying or retaliation, telling offensive or inappropriate jokes, making racial or ethnic slurs, or any other violation of the Company's zero-tolerance discrimination or harassment policies, including failure to report such incidents to the Company's management.
10. Unlawful possession, consumption, distribution or sale of narcotics, illicit drugs or controlled substances, including all illegal Schedule 1 drugs under federal law, including marijuana, at any time or possession or consumption of alcohol while on duty or in the workplace or any violation of the Drug and Alcohol Policy. This includes prescription medication without a valid prescription.

11. Reporting to work or driving a vehicle for Company purposes while under the influence of alcohol or illegal drugs, including prescription medication without a valid prescription.
12. Driving a Company or Customer provided car (or other vehicle, including golf carts, bicycles, T3's, etc.), or a personal car while on Company business, in a careless or reckless manner, or without authorization. For Employees in positions requiring the use of a vehicle, this includes becoming uninsurable based on the standards of the Company's insurance carrier due to an unacceptable record, driver's license suspension or revocation, or cancellation of the Employee's automobile liability insurance policy.
13. Insubordination or refusal to follow the lawful instructions of a Supervisor.
14. Unauthorized possession of weapons, firearms or other hazardous or dangerous devices on Company property, or while on Company business. This includes violation of the weapons policy or safety standards or practices in the handling, possession or storage of a weapon.
15. Dating or engaging in a romantic or sexual relationship with a Customer, Customer Employee or subordinate without disclosing it to a Supervisor.
16. Violation of the gifts and gratuities policy described in the Allied Universal Code of Ethics and Business Conduct and the Allied Universal Global Anti-Corruption Policy.
17. Disclosure or making available to unauthorized persons any confidential or proprietary information belonging to the Company or a Customer.
18. Violating any law, rule or regulation or having been convicted of a criminal offense which the Company determines renders you unsuitable for continued employment based on the findings of an individualized assessment consistent with local, state and federal law.
19. Failing to provide information regarding work-related criminal activity and/or failing to cooperate in an investigation.
20. Failing to inform your Manager that you have been arrested while employed by the Company or of an activity that has caused a warrant for your arrest, within 48 hours of the arrest/warrant.
21. Entering unauthorized Customer or tenant/homeowner areas without permission from your Supervisor or the Customer.
22. Leaving your post without permission from your Supervisor or otherwise neglecting your job duties.
23. Failure to follow call-in/clock-in or timekeeping procedures, failure to properly document actual time worked in accordance with Company requirements, and/or working "off the clock".
24. Failure to abide by set standards for lunch and break periods, failure to take any rest breaks or meal periods required by applicable law, working unauthorized overtime, or working shifts which you are not scheduled to work without appropriate advanced authorization.
25. Falsifying or destroying any timekeeping record, clocking in/out for another Employee or allowing another Employee to clock in/out for you, or forging a Manager's or Supervisor's signature on your or anyone else's time sheet.
26. Failure to perform job duties satisfactorily or demonstrating a bad attitude (i.e., lack of cooperation, poor Customer service).

27. Negligence or carelessness with Company/Customer property, including failing to immediately report a malfunction of equipment, machinery, or a safety hazard to a Manager or Supervisor.
28. Participating in an unsafe work practice, disregarding any established safety rule, violating the Company's safety program, or not reporting an on-the-job injury or illness immediately to the Employee's Manager or Supervisor.
29. Filing a false claim for a work-related injury.
30. Engaging in horseplay, playing "pranks", or any other action that endangers other people or Company property or that disrupts work.
31. Gambling on Company time or Company or Customer premises.
32. Smoking (including vaping and use of any tobacco product) in unauthorized or restricted areas at any time, or in any location while on duty.
33. Failing to meet Company appearance standards, being out of uniform while on duty, or wearing a Company uniform for unauthorized purposes while off duty.
34. Unauthorized use of Company/Customer property or equipment (i.e. telephone, computers) or Company/Customer vehicles.
35. Use of personal cell phone or other electronic devices while on duty or in work areas (except in the case of an emergency) or possessing radios, televisions or reading materials at assigned post without proper authorization.
36. Allowing unauthorized persons or animals on Company or Customer premises, or in Company/Customer vehicles.
37. Sleeping or dozing while on duty (or other similar behaviors resulting in inattentiveness to duty) except during authorized meal or rest periods when away from the visible work area.
38. Refusal to accept assigned overtime when necessary, such as remaining on post until your relief arrives or in an emergency situation. (Not accepting additional shifts beyond your regular work schedule with evidence substantiating a valid reason for such refusal will generally not result in disciplinary action).
39. Violation of any site post orders, violating any security rules or procedures or any other violations of rules and policies of the Company or Customer.
40. Sexual conduct of any type in the workplace or while on Company time or in any Company/Customer vehicle or premises.
41. Attendance Related Issues: No-Call/No-Show (failure to call your Supervisor to report your absence and failure to show up to work within one (1) hour of your shift start time); absence of three (3) or more consecutive scheduled days without authorization or proper notification; unsatisfactory attendance or excessive unexcused absenteeism or tardiness; absence from work without permission, notification or adequate explanation; repeated absences or tardiness that are not excused pursuant to the Company's attendance policy and/or applicable law.
42. Failure to follow Call-Off Procedures including failure to report or call off without giving appropriate notice.

■ Disciplinary Process

Disciplinary action will be taken when Company policies, procedures and/or work rules are violated. It is the policy of the Company to handle all Employee performance deficiencies and misconduct in a consistent, timely and equitable manner, free from emotional overtones or personality differences. Generally, this policy is to be enforced by use of progressive discipline. There are four levels of action that may be used in the progressive discipline process, as follows:

- Verbal Warning
- Written Warning
- Final Written Warning and/or Suspension
- Termination

These steps will generally be used in a progressive manner consistent with the severity of the policy violation(s) or performance problem(s), and/or considering the amount of time that has passed since any previous disciplinary action taken for related or unrelated policy violations or performance problems. However, the Company reserves the right to skip any step, in whole or in part, and move immediately to any further step, including termination, as it deems necessary. Consequently, no Employee may rely on these guidelines as “promises” or “agreements” by the Company to impose the discipline contained in the guidelines in any situation or prior to termination. Allied Universal reserves the right to terminate Employees “at will”, with or without cause, at any time, for any reason.

■ Personal Appearance

You are expected to display a professional appearance at all times and to maintain the Company standard of presenting a clean, polished image to everyone with whom you come into contact. You are expected to be in your proper uniform and well-groomed at all times while on duty.

Your appearance will help determine the level of respect you command, and the public’s impression of Allied Universal. The following minimum standards are, therefore, mandatory. Specific Customer requirements that may differ from the Company standards will be communicated when you are assigned to such a post. Exceptions to these standards may be authorized for reasons such as religious beliefs, medical necessity or disability. If you would like to request an exception or would like additional information on this topic, please contact your Human Resources Representative.

Hair

- Must be clean, neatly cut and groomed.
- Length of hair should not extend past the shirt collar, or must be pulled back away from the face and secured for your safety. Any hair accessory must be conservative and complementary to the uniform.

- Hair sculpting or extreme hairstyles are not permitted.
- Extremes in dyeing, bleaching, or tinting are not permitted, and if hair is dyed, it must be in a natural color.

Facial Hair

- Sideburns must be neatly trimmed and cannot extend past the bottom of the earlobe.
- Where mustaches and/or beards may be permitted under Customer standards, such facial hair must be neatly trimmed and conform to the contours of the face. Exceptions may be made for medical or religious reasons as a reasonable accommodation.

Personal Grooming

- Conservative makeup is permitted, as determined by your supervisor.
- Hand and fingernails are to be kept clean and trimmed. Nail polish may be used in a conservative manner and color. No extreme colors or styles or length.
- Use of a deodorant or antiperspirant along with regular bathing is required due to the constant close interaction with others.
- Reporting to work or being on duty while smelling of alcohol is strictly prohibited. In addition to violating the Company's personal grooming standards, doing so may constitute reasonable cause for requiring the Employee to submit to drug/alcohol testing under the Company's Alcohol and Drug Free Workplace Policy.
- Cologne, aftershave and perfume are permitted only in minimal amounts and when not offensive to others.

Jewelry

- Only one ring per hand is permitted, and it must not be unreasonably large.
- Watches and tie clips are permitted, but bracelets and chains are not.
- One set of conservative post-style earrings, not to exceed the size of a dime, are permitted.
- Other than the earrings and rings noted above, no other visible rings or jewelry are permitted on the body (tongue, brow, nose, etc.).
- The only items permitted to be on a uniform are issued name tags and Allied Universal issued service pins.
- As with all permitted personal property brought into the workplace, you assume all responsibility for the loss or damage of such item(s).

Other Items

- Hats are not permitted except where issued as part of the uniform (this does not include head coverings worn for religious purposes).
- Eyeglasses are to be conservative in style. Sunglasses are only permitted while on outside duty during sunny weather and only where they do not interfere with your duties of observation and detection.
- Visible tattoos or body art are prohibited. Tattoos or body art must be covered by your uniform or by makeup of the same or similar color as your natural skin color.

The Company reserves the right to make discretionary judgments on acceptable grooming standards and will follow all applicable federal, state and local laws regarding enforcement of these policies. You may be asked to leave the worksite if your grooming does not meet Company standards.

■ Uniforms

A primary duty of a Security Professional is to serve as a deterrent to criminal activity. Your uniform will serve as one of your most important tools in maintaining this deterrent effect, along with being alert and practicing the grooming standards noted above. Due to the important nature of the uniform, state licensing agencies and some of the Company's Customers retain the right to penalize or fine the Company if Employees are not in the proper or complete uniform. Its importance cannot be overstated.

The Company will provide you with all required uniform items except socks, shoes and belt (except in certain armed accounts, where a "duty belt" will be provided). During your orientation you will be fitted for the uniform appropriate to the post to which you will be assigned and you will be instructed on how to wear it properly. The specific uniform issued to you will vary depending on your assigned account and individual items may vary depending on the time of year.

You will be issued a set of uniforms that must be worn at your post at all times while you are on duty. Allied Universal uniforms may **not** be worn outside of work or at any time while not on duty (except when travelling to and from work). It is against Company policy to wear an Allied Universal uniform for any purpose other than while performing work for the Company. Violation of this policy may result in disciplinary action, including termination of employment.

Allied Universal does not charge Employees for their uniforms – they will be issued to you at no cost. A refundable uniform deposit may be required in some locations, where permitted by law. Your uniform must be clean and presentable at all times. If your uniform shows signs of wear, bring it to the office so that a new one can be issued to you. If you lose or destroy any uniform item, you may be responsible for paying the current cost of a replacement or you may forfeit any deposit you have provided, only where such may be permitted by law.

Some post locations provide a changing room and/or lockers for use by security personnel assigned to that location. Please note that in all such instances, changing rooms and lockers are provided as a **convenience** only – you are expected to arrive to work in your full required uniform, ready to perform your job duties. If you elect to arrive to the Customer post in “street” clothes and change into your uniform at the Customer property, and/or change out of your uniform at the end of your shift into “street” clothes, ***you are doing so on a strictly voluntary basis, you remain required to start and end your shift on time and in uniform, and you will not be paid for the time it takes you to put on your uniform before the start of your shift or change out of your uniform at the end of your shift.***

- You must dress in the uniform provided to you by Allied Universal that is appropriate for the post at which you are assigned. You may not wear personal items in lieu of any uniform item (i.e., your own white shirt or black/dark colored pants).
- You will supply your own solid, dark colored socks to be worn with any standard Allied Universal uniform. White or light colored socks are permitted only where required for a Customer-specific uniform profile.
- You will supply your own shoes, which should be a style approved for your account. They must be black, closed-toe shoes with no more than a ½” heel, and must be clean and in good condition. Other specific footwear may be prescribed by the post at which you are assigned. The Company may provide sources for purchasing footwear at discounted prices for your convenience. If the shoe type required at any post is unusual or not of a type that could be worn “off duty” or outside of work, then the Company will pay for the cost of such footwear as a “uniform” item (e.g., steel-toed shoes).
- You will supply your own belt (except for a required duty belt, which will be provided by the Company). Your belt should be the style and color approved for your uniform style and account, and should be in good, clean condition. Belts that display excessive wear or fraying should be replaced.
- Your ID badge, if assigned, must be worn on your outermost garment so it is visible at all times.
- Badges and patches must be on specific uniform items as may be required by the Company and/or state/local guard licensing agencies in the jurisdiction to which you are assigned.

Allied Universal has three (3) primary types of uniforms:

1. **Hard Profile** – This is a “wash and wear” type uniform typically consisting of black or dark colored pants and a white or blue short or long-sleeved shirt. Employees assigned this type of uniform are responsible for washing and maintaining their own uniform, which requires no special handling and may be washed according to the Employee’s normal laundering routine with the Employee’s other normal clothing.
2. **Soft Profile** – This is typically a suit (matching pants and jacket) with a solid white or colored dress shirt and tie, or dress pants and a blazer. Employees assigned this type of uniform may be provided with Company-paid dry cleaning where legally required in order to maintain the uniform (or in remote areas where dry cleaning pick up/delivery service is not possible, the Employee will be reimbursed the cost of dry cleaning the uniform items).
3. **Customer-Specific Profile** – This is a unique uniform specified by a Customer based on site specific needs (for example, khaki shorts and a polo shirt in warm-weather Customer environments). Items that are “wash

and wear” are to be maintained by the Employee; dry-clean only items will be maintained by the Company (or where such is required and not provided by the Company, reimbursement may be provided).

The uniforms issued to you are in excellent condition. Upon your separation from the Company, you are expected to return the uniform in the same condition allowing for normal wear and tear. In the event that some or all of your uniform is lost, stolen, abused or damaged or otherwise not returned to the Company upon your separation, the Company reserves the right to hold you financially responsible subject to applicable law. Similarly, the Company may issue you equipment to perform your job duties (radios, flashlights, safety gear, etc.), and you will be held to the same requirements of returning them in good condition or you may be held financially responsible where permitted by law.

■ ID Cards and Licenses/Registration

Identification (ID) cards may be issued to employees based on their work location. The ID card enables you to identify yourself to clients, other employees, local and state authorities, and to the general public. An ID card, building access or parking permit issued by a client does not create an employment relationship between you and that client.

- ID cards, if issued, must be carried at all times while working.
- Validation of ID cards may be required annually.
- Lost ID cards (or other access/permits that may be issued) must be reported to your supervisor so that a replacement card may be issued.
- ID cards building access and/or parking permits are to be returned upon separation from the Company or transfer from the applicable client location.

Where applicable, state licensing regulations may require you to have in your possession a valid state-issued security guard license or registration card to work as a Security Professional. Failure to have such license or registration card in your possession while on duty may subject you to disciplinary action, including possible termination.

■ No Fraternization and No Nepotism

While it is not Allied Universal’s intent to interfere in the personal lives of our Employees, we do care about the potential impact such relationships may have on the workplace. For the purposes of the below policy, a “relative” is defined as any person related to an Employee by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage, including roommates and significant others. The policy applies to all Employees without regard to the gender or sexual orientation of the individuals involved.

Allied Universal generally prohibits Employees from being in a supervisory capacity over a relative or those with whom they have a sexual or romantic relationship. Allied Universal also prohibits Employees from having a romantic, sexual or familial relationship with a Customer or an Employee, tenant or homeowner of our Customers at the work location to which that Employee is assigned. Such relationships may create an actual or potential conflict of interest, discord or distractions, may interfere with productivity or work activities, or in extreme cases, may lead to claims of unlawful sexual harassment or hostile work environment.

Any such relationship must be immediately disclosed. Should you find yourself in a situation where you are dating or having a sexual/romantic relationship with a Supervisor, Customer (including tenants or homeowners at the location to which you are assigned) or subordinate, you must immediately bring it to the attention of your Branch/General Manager or Human Resources Representative.

Each situation will be reviewed on a case-by-case basis to determine whether the situation presents actual or perceived problems in supervision, safety, security or morale. The Company reserves the right to remove one or both Employees from the situation and will make every effort to find another suitable position for the Employee(s) being removed. However, if this is not possible, the displaced Employee(s) will have to resign from the Company. The Employees may be allowed to decide which of them will leave, or depending on the situation, the Company may make the determination in its sole discretion. Violation of any of the foregoing requirements may lead to disciplinary action up to and including termination.

This policy does not prohibit relationships outside of work between co-workers with no supervision overlap; however, you are cautioned to review and understand fully the Company's Standards of Conduct, Work Rules, Equal Employment Opportunity Policy and anti-harassment/hostile work environment policies. Employees must ensure that their workplace behavior remains professional and appropriate.

Further, while on duty, Employees should limit any unnecessary, non-work related conversations with co-workers, or with the Customer's Employees, tenants/homeowners and/or visitors. You are required to speak in a clear and courteous tone at all times. Engaging in inappropriate discussions of any kind (including those of a sexual nature, or religious, personal or other potentially offensive topics) is strictly prohibited at all times, regardless of whether you initiate or participate in such discussions that others initiate. Such behavior may result in disciplinary action, up to and including termination of employment.

While off duty, Employees are permitted to discuss matters relating to the terms and conditions of their employment so long as those discussions do not interfere with the business operations of Allied Universal or its Customers.

■ Smoking/Vaping/Tobacco Use

All Employees are required to follow local and state laws regarding smoking, vaping and/or the use of tobacco inside or near the entrance to buildings. Smoking, vaping and any type of tobacco use (including chewing

tobacco) is prohibited at all times while on duty, while in Company vehicles, and while on Company premises (except where specifically designated). All Branch offices are non-smoking/non-vaping/non-tobacco use. Additionally, you are required to conform to the Customer smoking/vaping/tobacco policies when working at a Customer's site.

■ Personal Use of Company or Customer Property

The use of Company or Customer phones (including cell phones), computers, internet/email systems, fax machines, office supplies, or other equipment or materials is exclusively for Allied Universal business or for emergencies, such as calling 911. Such equipment may not be used for personal or monetary gain at any time or for any reason. The Company reserves the right, at all times, to review and open all e-mails, listen to voice-mails, and otherwise inspect and review the contents of all Company provided computers and other electronic devices.

■ Use of Personal Devices

Employees are not permitted to use any personal cell phones, smart phones, tablets, or other similar electronic equipment during working time for any work-related or personal reason, except in an emergency situation. This means that while on duty you may not receive or make personal phone calls on your own phone (or that of a co-worker), play video or other electronic games, access the internet, post messages on social media, or otherwise use, access or view personal electronic devices. Such personal devices may be used during your rest break or meal period only, and then only in authorized break areas away from the immediate work area and out of view by the public/Customer (so as to not give the impression you are using such devices while on duty). Personal cell phones should never be used for business purposes, except in the event of an emergency when no other means of communication exists.

■ Outside Activities

It is preferred that Employees not accept employment outside the Company. We are not only concerned about the possibility of a conflict of interest, but also the possibility of negative effects on your job performance and commitment to the Company. If you engage in outside employment or contracting, you must disclose this information to your Supervisor to allow the Company to determine whether the outside employment presents a conflict of interest. The Company's workers' compensation insurance will not pay for any illness or injury arising out of any outside employment.

■ Arrests While Employed With Allied Universal

In the event that a current Employee is arrested while employed, the Employee must immediately (i.e., within 48 hours or before returning to work) inform his or her Supervisor. A Criminal Review Panel will be convened to review the circumstances of the arrest to determine what effect, if any, the conduct leading to the arrest may have on the Employee's current ability to continue working. When possible, the Criminal Review Panel will meet with the Employee to review the facts and hear the individual's version of the incident before making a decision on the appropriate action to be taken.

■ Going off Duty – End of Shift Responsibilities

To leave your post properly at the end of your scheduled shift, you must be “relieved.” Proper “relief” can be either (1) replacement by another officer who assumes your post, or (2) the end of your shift when no other officer is assigned to secure your post.

Prior to the end of your shift, make sure that the post area is clean and your Pass-down Log, Daily Activity Report or other similar written or electronic document maintained during your shift is ready for the relief officers. Any interactions with on-coming Security Professionals should be brief. **If such “pass-down” time requires that you perform work beyond the end of your scheduled shift, then you must document such time on your timesheet to reflect the actual time worked for that day.**

If your relief fails to arrive, call your Operations Manager, Account Manager or Branch Management (during regular business hours) or use the after-hours call procedures for your site. Every effort will be made to locate a replacement for you as quickly as possible. However, you will be required to remain at the post until proper relief arrives. You must then document the actual time you worked on your timesheet to ensure proper payment for all time actually worked. Leaving your post at any time without proper relief is considered “post abandonment” and is strictly prohibited. Post abandonment may result in termination of employment. **AT NO TIME IS AN ASSIGNED POST TO BE LEFT UNCOVERED.**

If no one is scheduled to relieve you (you are the last officer on duty for the day), then you must remain on your post until the scheduled end of your shift. Before you leave the post, check to make sure that you are not taking any keys or any Company or Customer property with you, then use the after-hours call procedures applicable to your location to inform us that you are going off duty (or follow other post-specific instructions for such situations).

Clocking out, signing out, or calling off should be the last work activity that you perform. You will be paid for all time that you worked, including any time that you were required to hold over due to the relieving Security Officer arriving late. Security Professionals who are off duty should not return to non-public areas of their worksite.

III. GENERAL POLICIES AND PRACTICES

Equal Opportunity Employer

Allied Universal is an equal opportunity employer and complies with all federal, state and local laws prohibiting discrimination on the basis of race, religious creed color, national origin, religion, sex (including gender, sexual orientation, gender identity and gender expression), age, ancestry, physical disability (including AIDS and HIV), mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Physical and mental disability includes conditions that are disabling, potentially disabling, or perceived as disabling.

We do not discriminate against Employees or applicants for employment on any basis prohibited by law, and we forbid discrimination and harassment, including sexual or any other types of unlawful discrimination or harassment. This policy applies to all Allied Universal employment terms and conditions including, but not limited to, recruitment, hiring, compensation, training/apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff or termination. All decisions regarding conditions of employment will be based on the individual's overall qualifications and his or her ability to meet the requirements of the position.

An Employee with questions or concerns about any type of unlawful discrimination, harassment or retaliation in the workplace should bring these issues to the attention of any Human Resource Representative, or may report such concerns via our Complaint Hotline (refer to "Concern Resolution Procedure and Employee Reporting Hotline" in this Handbook). Employees may raise concerns, report problems, or make complaints without fear of reprisal or retaliation. Anyone found to be engaging in any type of unlawful discrimination or harassment, or anyone who retaliates against any Employee for making a good faith complaint of discrimination or harassment, will be subject to disciplinary action, up to and including termination of employment.

Freedom From Discrimination, Harassment (Including Sexual Harassment) and Hostile Work Environment

It is the policy of Allied Universal to provide a workplace free of harassment of Employees by other Employees, Supervisors, Managers, Customers, visitors, vendors or others doing business with or for the Company, including harassment based on race, religious creed, color, national origin, religion, sex (including gender, sexual orientation, gender identity and gender expression), age, ancestry, physical disability (including AIDS and HIV), mental disability, medical condition, marital status, registered domestic partner status, genetic characteristics or genetic information, pregnancy or childbirth, political activities or affiliations, citizenship status (except as may be required by law), or military or veteran status, or any other category protected by law. Allied Universal considers such harassment an act of misconduct and may subject an individual to disciplinary action, up to and including immediate termination. All Supervisors and Managers are responsible for implementing and monitoring compliance with this policy.

Harassment is defined as unwelcome or unsolicited verbal, physical or sexual advances or conduct where submission is an explicit or implicit condition of employment, where submission or rejection of such conduct is used as the basis for making employment decisions, or verbal or physical conduct that has the purpose or effect of substantially interfering with an Employee's job performance, or that creates an intimidating, hostile or offensive working environment.

Some examples of behavior that may be considered as harassment, depending upon the facts and circumstances, include but are not limited to the following:

- Verbal harassment: (e.g., derogatory or vulgar comments or jokes regarding race, sex, religion, ancestry or national origin, age, physical appearance or other legally-protected characteristic; threats of physical harm; distribution of written or graphic material having such effects).
- Physical harassment: (e.g., hitting, pushing, touching or other physical contact, or threats of such action; blocking or impeding movement).
- Sexual harassment: (e.g., unwelcome or unsolicited sexual advances, demands for sexual favors, touching or other verbal or physical conduct of a sexual nature; display of offensive material; leering; making sexual gestures).

This list is by no means comprehensive. As a general matter, Employees should not engage in any conduct or behavior while on duty that is not work-related or may be offensive to others, whether intentionally or otherwise. Employees can avoid such situations by showing courtesy and respect to all.

■ Reporting Procedure

Employees who feel they may have been harassed are encouraged to tell the person harassing them to stop and attempt to resolve the matter directly, if possible and if the Employee feels comfortable doing so. In addition, it is the Employee's responsibility to promptly report any discriminatory or harassing conduct directly to Allied Universal through the Company's Concern Resolution Process as described in this Handbook.

Failure to report any discriminatory or harassing conduct through the Concern Resolution Procedures, including reporting incidents to any other supervisor or person besides those specifically identified in the Concern Resolution Procedures (such as a Field Supervisor or Account Manager) will not be considered adherence to this policy. You may be asked to put your specific complaints in writing.

Any Supervisors (including Field Supervisors and Account Managers) who become aware of any discrimination or harassment, whether it involves Employee-to-Employee, Supervisor-to-Employee, or vendor/Customer-to-Employee conduct, must promptly report the matter to their Regional Human Resources Director or Corporate Human Resources staff. If Supervisors observe such harassment, they must take immediate action to stop it, and then report it. Failure to do so may result in disciplinary action for the supervisor.

Allied Universal's trained human resources management and staff will conduct an impartial, fair prompt and thorough investigation of all instances of alleged discrimination or harassment, of which the Company becomes aware, including complaints received through the Concern Resolution Procedure and/or Employee Reporting Hotline. The Company will provide appropriate due process to all individuals involved and will reach reasonable conclusions based upon the evidence collected. The investigation will be conducted as promptly as possible, with appropriate documentation and tracking procedures to ensure that such investigations are completed timely. In all cases, appropriate action will be promptly taken if a violation of policy has occurred. To the extent it is determined that an Employee engaged in harassment or any other inappropriate conduct, such remedial action will include appropriate disciplinary action, up to and including termination of employment. To the extent possible, all complaints and related information will remain confidential except as to those individuals who need the information to investigate, evaluate or take action in response to the complaint.

■ Policy Against Retaliation

There shall be no retaliation of any kind against a person who in good faith notifies the Company of any unlawful discrimination or harassment or who participates in a workplace investigation. It is also a violation of our policy for Employees to discourage each other from complaining about harassment or discrimination. Any Employee (including a Manager or Supervisor) who is found to have violated the Company's policy against retaliation will be subject to appropriate disciplinary action, including possible termination.

Workplace Bullying

Allied Universal defines bullying as conduct that a reasonable person would find hostile, offensive and unrelated to the Company's legitimate business interests. Bullying can be direct or indirect, and can be verbal, physical, written or otherwise. Such behavior violates Allied Universal's policies, which clearly require that all Employees be treated with dignity and respect.

Bullying may be intentional or unintentional. However, it must be noted that even unintentional bullying is a violation of Company policy. Allied Universal considers the following types of behavior examples of bullying, and will not tolerate such behavior:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the subject of jokes; abusive and offensive remarks;
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property;
- **Gesture bullying:** Nonverbal threatening gestures; glances that can convey threatening messages;
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities;

In addition, the following examples may constitute bullying in the workplace:

- Persistent singling out of one person;
- Shouting or raising one's voice at an individual in public or in private;
- Using obscene gestures;
- Personal insults and use of offensive nicknames;
- Constant criticism on matters unrelated to the person's job performance or description;
- Ignoring or interrupting an individual at meetings;
- Public reprimands;
- Deliberately interfering with mail and other communications;
- Spreading rumors and gossip regarding individuals;
- Interfering with someone's ability to do his or her work;
- Taking credit for another person's ideas;
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave;
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings; and
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property);

■ Reporting Procedure

All Employees are responsible for helping to maintain a workplace free of harassment and bullying. It is the Employee's responsibility to promptly report any complaint regarding discrimination or harassment allegations, or incidents of bullying through the Company's Concern Resolution Procedure and/or Employee Reporting Hotline.

Any Supervisor or Manager who becomes aware of alleged incidents of bullying or harassment must immediately report such incidents or refer any complaints to Human Resources. The Company strictly prohibits retaliation against any Employee for reporting a problem, filing a complaint, bringing inappropriate conduct to the Company's attention, or participating in an investigation or proceeding, and such behavior will not be tolerated.

Concern Resolution Procedure and Employee Reporting Hotline

It is the Company's policy to provide Employees with an opportunity to raise questions, solve problems, and communicate work-related complaints through a Concern Resolution Procedure. An Employee should use this process to raise and resolve any problem or circumstance that prevents the Employee from performing his or her job. In addition, an Employee may use this process to raise issues of harassment, discrimination or unfair treatment on the job. Some examples of matters which may be raised through the Concern Resolution Process include but are not limited to: assignment of hours, fairness of disciplinary actions, harassment in the workplace, workplace bullying, inability to get along with co-workers, pay discrepancies and workplace safety.

When problems arise, Employees are expected to bring concerns to their Supervisors informally through a meeting or an on-the-job discussion. For example, if you desire a transfer to another position, your Supervisor may be the best person to help you. In most cases, this should resolve the concern. If not resolved, or if you are not comfortable raising the issue with your Supervisor, the Concern Resolution Procedure provides that you take the matter to your Supervisor's Supervisor. If your concern remains unresolved or you are uncomfortable speaking with your Supervisors, you may:

1. Call our Incident Reporting Hotline 24/7 at **888-260-5948**. Calls may be made anonymously if you prefer; however, providing your name will allow a more direct and personal investigation and response. The sole purpose of the Hotline is to get your concern to the appropriate person so that the issue can promptly be resolved.
2. Visit our Incident Reporting Hotline website at <https://aus.ethicspoint.com>.
3. Report your concerns directly to any member of your branch management team or Corporate Leadership Team – Regional President, Regional Vice President, Branch Manager, General Manager, Field Manager or Operations Manager. Complaint may also be made directly to the CEO of the Company, Steve Jones, at 1551 N. Tustin Ave., #650, Santa Ana, CA 92705.
4. Contact any member of Corporate Human Resources or your local Human Resources team. Phone numbers for Human Resources representatives can be obtained through your local Branch office or you may ask for the appropriate name and number by contacting the Corporate Headquarters.

You may use any of the steps above in the Concern Resolution Procedure at any time if you:

- Do not feel comfortable contacting the designated Supervisor or the Human Resources Department;
- Do not feel your concern was appropriately addressed;
- Do not have the contact information for the appropriate person;
- Have not received a response to your concern within a reasonable period of time.

No Employee will be treated unfairly for using the Concern Resolution Process. Retaliation against an Employee for using this process in good faith is a violation of Company policy and any person (including Managers and Supervisors) doing so is subject to discipline, up to and including termination of employment.

Alcohol and Drug Free Workplace

Employees are the most valuable resource at Allied Universal. For this reason, the Company has a critical interest in the health, safety, and well-being of its Employees and the maintenance of a safe and efficient work environment. The Company recognizes that drug and alcohol abuse can be a key contributor to work environment safety and Employee health problems. Drug and alcohol abuse can result in decreased productivity, judgment, and/or quality of task performance that may ultimately be a factor in increased accidents, medical costs, absenteeism and workers' compensation costs. Consequently, it is Allied Universal's goal to provide a workplace free of illegal drugs and alcohol abuse.

To accomplish this goal, the Company tests all applicants following issuance of a conditional offer of employment, and reserves the right to test current Employees for reasonable cause, following involvement in any work related accident or injury, or on a random basis or annual basis, where permitted by law.

A verified positive test with no reasonable medical explanation will result in the conditional job offer of an applicant being withdrawn, and termination of employment for current Employees. Submission to a drug test is a condition of employment and refusal to submit to a drug test will be treated as though a positive test has occurred and the Employee will be terminated unless otherwise provided by state law.

In addition to these testing requirements, the Company will also enforce the following rules:

- The manufacture, possession, use, purchase or distribution of illegal drugs or controlled substances, or paraphernalia associated with the same, is strictly prohibited on Company (or Customer) property, on Company time, or while in Company vehicles.
- The use of alcohol by an Employee on Company (or Customer) property, on Company time, or in a Company vehicle is prohibited. (Any exception for a Company social function must be approved by a manager who is a Vice President level or above).
- Reporting to work or working while intoxicated or under the influence of any unauthorized controlled substance or illegal drug is prohibited.

Any Employee who is taking a prescribed or over-the-counter medication that may impact his/her ability to perform his/her job safely must immediately inform his/her Human Resources Representative.

Additionally, while there are some states that recognize the use of marijuana for medical and/or recreational uses, marijuana is an illegal Schedule 1 drug under federal law and deemed an unauthorized controlled substance for purposes of this policy; as such, Employees may not arrive to work impaired or under the influence of marijuana to any degree and must abide by the Company's drug free work environment policy regardless of the state in which they work and regardless whether they may be a registered and/or qualified medical marijuana patient.

Any Employee who is convicted of, or pleads guilty to, a criminal drug offense that occurred in the workplace must notify his/her Human Resources Representative no later than five (5) days after such conviction. Compliance with this policy is a condition of employment for all Employees. Any Employee who violates any part of this policy is subject to disciplinary action, up to and including termination of employment.

All matters concerning an individual and this policy will be handled in a confidential manner, and information will be disseminated on a "need to know" basis only. All medical records (such as drug and alcohol tests) will similarly be treated with the required confidentiality. Any questions regarding this policy should be directed to the Employee's Human Resources Representative.

■ Self-Referral For Substance Abuse

Allied Universal encourages any Employee with a drug or alcohol abuse problem to voluntarily seek treatment. The Corporate Benefits Department will assist Employees who voluntarily seek help by referring them, when possible, to counseling and treatment services. All costs associated with the counseling and/or treatments are the sole responsibility of the Employee, although counseling and treatment may be covered by an Employee's medical insurance where available.

A decision to seek such assistance will not be used as the basis for disciplinary action and will not be used against the individual in any disciplinary proceeding. On the other hand, using a counseling or treatment program will not be a defense to the imposition of discipline for any previous or subsequent violation of the policy or rules listed above.

Reasonable Accommodation

Allied Universal is committed to compliance with applicable state and federal laws governing the treatment of qualified individuals with disabilities. In particular, Allied Universal is committed to compliance with applicable legal requirements concerning interacting with individuals in an effort to determine if and what accommodations can be provided that would enable qualified disabled individuals to perform the essential duties of their position within the Company.

Employees with disabilities shall be provided with reasonable accommodations when necessary to enable them to perform the essential duties of their job, except where such accommodation would cause the

Company undue hardship. We invite Employees with disabilities who require accommodation to inform their Manager, Human Resources Representative or the Leave of Absence department at loa@aus.com. Data concerning a disability shall be kept confidential to the extent feasible and shall be disseminated on a “need to know” basis only.

A reasonable accommodation generally is designed to assist an Employee in the performance of his/her job without placing any undue hardship on Allied Universal or posing a direct threat to the Employee or others. Allied Universal will determine whether accommodations are reasonable on a case-by-case basis.

It is the Employee's responsibility to inform Allied Universal that an accommodation is needed to perform the essential functions of his/her position. In doing so, the reasonable accommodation suggested by the Employee should be specific in nature. Once the Company is aware of a disability and the request for a reasonable accommodation, the Company will take measures to try to provide the accommodation in accordance with governing laws. During the accommodation evaluation process, the Company may require written supporting documentation, including medical documentation, from an Employee seeking an accommodation.

■ Religious Accommodation

As part of its commitment to non-discrimination and consistent with applicable laws, including Title VII of the Civil Rights Act of 1964, Allied Universal will provide reasonable accommodations for a job applicant or Employee's religious beliefs or practices, unless doing so will cause undue hardship to the Company. Such accommodations may include allowing time off for religious observances, adjusting the work schedule, or modifying other Company practices or policies, such as grooming or uniform standards, depending upon the particular circumstances at issue.

If you need an accommodation for religious reasons, you should notify your Supervisor and/or your Human Resources Representative of the need for an accommodation and should specifically indicate that it is being requested due to a conflict between your religious beliefs and work. We may ask you to provide additional information regarding your requested accommodation so we can determine whether we can provide the accommodation or whether the accommodation would cause an undue hardship, taking into consideration factors such as the accommodation's cost, its effect on workplace safety or efficiency, and its effect on the rights and benefits of other Employees. Additionally, if you have any questions about the accommodation process, please ask your Human Resources Representative.

Job applicants and Employees who request a religious accommodation will not be subjected to unlawful retaliation.

■ Pregnancy Accommodation

To the extent an Employee is limited in a major life activity(ies) due to a medical condition related to pregnancy or childbirth, she may be entitled to a reasonable accommodation provided that such accommodation does not impose an undue hardship on the Company. Employees who are temporarily unable to work due to a medical condition related to pregnancy or childbirth will be treated the same as other similarly-situated Employees who are temporarily disabled with regard to leaves of absence, alternative work assignments, etc. The Company will also provide reasonable accommodations due to pregnancy, childbirth and related conditions to the extent such is required by state or local law (such as Illinois state law).

If you feel that you have been unreasonably denied an accommodation, whether due to a disability, religion, pregnancy or other applicable basis please communicate your concerns through your Human Resources representative or any other avenue in the Company's Concern Resolution Procedure and Employee Reporting Hotline set forth in this Handbook.

Employment Policies

■ Verification of Employment Authorization

In compliance with the Immigration Reform and Control Act of 1986, each new Employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing his/her authorization to work in the United States. To the extent an Employee's work authorization expires while he/she is still employed, the Employee must submit appropriate documentation confirming that he/she remains authorized to work in the United States before he/she will be permitted to continue working.

Because the Company is a federal contractor, the Company also utilizes the federal E-Verify system to confirm an Employee's authorization to work in the United States, as required by law. E-Verify is utilized for all new Employees and any current Employee who is assigned to work on a federal contract that requires E-Verify (unless the Employee was hired and has been continuously employed since on or before November 6, 1986).

In the event that the Company learns that an Employee is not authorized to work in the United States, or an Employee fails to provide appropriate documentation confirming his/her employment authorization, the Employee will be terminated, consistent with applicable law.

■ Maintaining Personnel Records and Confidential Information

The Company maintains files of current and former Employees and restricts disclosure of personnel files to authorized individuals only. Health/medical and other similar private information about an Employee is not included in the Employee's personnel file. These records are confidential and are maintained in a separate

file. The Company will safeguard them from disclosure and will divulge such information only as permitted or required by any applicable federal or state law. For example, there are certain times when information may be given to persons outside the Company. These include:

- In response to a subpoena, court order, or order of an administrative agency;
- To a governmental agency as part of an investigation by that agency of Allied Universal's compliance with applicable law;
- In a workers' compensation proceeding;
- To administer Employee benefit plans;
- To first aid or safety personnel, when necessary; and

Keeping your personnel records up-to-date is important with regard to pay, deductions, benefits and other matters. If you have a change in any of the following items, please be sure to notify your Branch office in writing as soon as possible or you may also update such information electronically via the Employee portal at <https://ehub.aus.com> where available:

- | | |
|---------------------------------|--|
| - Legal name | - Marital status |
| - Home address | - Change of beneficiary (for Company benefits) |
| - Telephone numbers | - Exemptions on your W-4 or state tax form |
| - Emergency Contact information | - Driving record or status of driver's license, (if you operate any Company or Customer vehicles). |

Personnel files and all documents contained therein are the property of the Company. However, you may be permitted to review or obtain copies of documents, where required by state law. Unless otherwise required by law, records must be reviewed in the presence of a Human Resources Representative. Employees may take notes related to documents in their personnel file; however, no alterations of these records are permitted, nor can a document be added or removed from the file at the time of an Employee's review.

■ Verification of Employment and Wages

The Company uses an outside third party vendor, VerifyFast, to conduct all verifications of employment. All requests for such verification will be forwarded to this vendor. If you wish to expedite such requests, you may provide the following information to your lender or other company or employer requesting such information:

- www.verifyfast.com or 877-400-4397
- Use Company Code 8927

Our vendor will only release dates of employment and position held at the Company. Wage history will be provided with a release signed by the Employee or former Employee. No Manager, Supervisor, or Employee is authorized to release verifications or references for current or former Employees.

■ Employee Referral Programs

We believe our Employees are our best source for finding great candidates for employment with the Company. If you would like to refer a candidate for hire, please ask your Regional Recruiter, Operations Manager or Regional Human Resources Representative about any referral programs in your Branch.

■ Re-employment of Former Employees

Depending on the circumstances, Allied Universal may consider a former Employee for re-employment. To be considered, an applicant must have been in good standing at the time of his/her previous termination of employment. The Company reserves the right to hire the best qualified candidates for any job opening.

Typically, when a former Employee has been separated for more than six months, he or she will be subject to the Company's usual pre-employment procedures, including background checks and drug/alcohol testing, and upon hire will have a new effective hire date. If rehired within six months from the date of separation, a rehired Employee's original date of hire may be adjusted forward by the amount of time the Employee was not employed by Allied Universal. This "service credit" date may be used for the purpose of eligibility for certain benefits (other benefits may be reinstated according to different timeframes as may be required by state or local law). The specific rules depend on how long you were gone, which benefit is impacted, and legal requirements. Your Human Resources Representative can provide you with more details.

In the event of a rehire due to the Company acquiring a former Employee's current employer, the Company reserves the right to review the reason the former Employee left Allied Universal's employment, and make a determination of eligibility for rehire independent of decisions being made for all other Security Professionals impacted by the acquisition.

■ Company Service - Anniversary Date

The first day you report to work, which may be for your orientation, is your "official" date of hire. Your anniversary date is the same day each calendar year thereafter, should you continue employment with the Company. Your anniversary date is used to compute various conditions and benefits described in this Handbook. Assignment of an anniversary date does not alter the at-will employment relationship or imply that employment is guaranteed for a year or any other specific period of time.

If you have a break in service (in other words, a termination of your employment and subsequent rehire), your Company anniversary date will be impacted. Generally, Employees who are rehired within six (6) months of their most recent date of termination will have their Company anniversary date adjusted by the amount of time

they left the Company. For breaks in service greater than six (6) months, no credit will be given for prior service and the Employee's service date will be the new date of re-hire, unless otherwise required by state or local law.

Employees hired as a result of an acquisition may have their time with their former employer recognized for purposes of service credit. This varies depending on the type of acquisition, and Employees hired as a result of an acquisition will be told what their service credit date and Company anniversary date will be.

■ Employment of Relatives

Many qualified applicants come from relatives and spouses of present Employees. Although relatives and spouses will not be given preferential treatment, they will be considered when they apply for job openings in the same manner as other applicants. However, consideration will not be limited solely to a relative or spouse, but will include all other applicants. Should a relative or spouse be hired, the new Employee may not be employed in the same location or work area that already employs a relative. Additionally, spouses and relatives will not be employed in a direct reporting relationship with one another. Refer to the "Fraternization/No Nepotism" policy for additional information.

■ Work Assignments and Transfers

You are expected to do the work assigned to you to the best of your ability at all times. You are required to do any reasonable task assigned to you as changes in your work requirements necessitate. An inability or refusal to perform work assignments may result in a transfer to another location, disciplinary action, and/or termination of employment depending on the circumstances.

Due to the nature of our business and Customer contracts, and the at-will nature of the employment relationship, Employees may be transferred from one assignment to another or removed from any specific Customer account at any time at the Company's sole discretion. This could be due to, among other reasons, a contract ending, building closing, reduction in hours, transfer request, change in post needs, or performance issues. If Allied Universal's contract ends with a Customer and you are offered the opportunity to remain at the post location by the new service provider, please notify the Company of your intent to resign your employment with Allied Universal so that we may process your separation of employment.

In most cases, if a transfer is initiated or you are removed from a Customer site for any reason (initiated by you or the Company), you will remain an Employee of the Company and the Company will make reasonable efforts to identify another position for which you are qualified. Since pay rates and schedules vary from assignment to assignment, depending on individual Customer contracts, the Company may not be able to offer you a position at the same pay rate, benefits or schedule. After an assignment or post ends, an Employee is no longer working under the pay scale for his/her previous post or assignment. Therefore, Allied Universal will pay Employees for any work performed prior to receiving a new assignment at the minimum wage. This includes pre-assignment duties such as interviews.

When a transfer is required/requested, you will be notified of the new location, schedule and pay rate for that assignment. You will be provided with a “Job Offer/Transfer Acknowledgment” form on which you may elect to accept or decline the job offer/transfer. However, if you refuse to accept available work after three (3) offers or three (3) weeks of being on “active but not working” status (whichever comes first), you will be considered to have voluntarily resigned your employment due to your failure to accept available work.

Transfer requests to a different Branch location in the Company may be considered, but are not guaranteed. Employees who self-relocate to a new geographic location may apply and be considered for available job openings at a Branch in the new location – however, such are not guaranteed unless a written job offer has been made to the Employee.

■ Company Provided Training

Allied Universal is committed to providing a wide variety of training programs and opportunities to our Security Professionals to help you succeed in your current role, prepare you for assuming new roles if desired, help you to meet Customer needs and expectations, and help you maintain guard licensing certifications that may be required. The **EDGE** [Educate, Develop, Grow and Engage] is our proprietary learning management system. This site provides Allied Universal Employees with on-demand access through eLearning modules, virtual instructor-led training sessions, live webinars and much more, each designed to prepare our Employees for future responsibilities and career opportunities. Additional training may be provided in more traditional methods, such as on the job training, classroom environments and training booklets.

Some states require specific amounts and types of training be provided to Security Professionals before they may begin working. Training requirements vary from site to site. In addition, some posts require a training shift prior to assignment to the post, or may require a specific amount of on-the-job training. The method and duration of any required training will be discussed when you receive your assignment.

For every training program offered at Allied Universal, we designate whether the training topic is “mandatory” or “voluntary”. Mandatory training is primarily conducted at the job site during your working hours, and in all cases, the time spent taking mandatory training is paid time. This required training may be paid at a rate different than your normal pay rate, known as a “training rate”. Any training that is designated as voluntary may be taken on your own time and is unpaid unless otherwise specified.

If you have any additional questions about our training programs, or if you feel that you need additional training, call your Branch office and let us know of your concerns.

■ Promotion Policy

Employees who have consistently performed satisfactorily or better in their current position are eligible to apply for promotions as follows:

- The Employee's work performance must be satisfactory or above with no disciplinary notices in the six-month period preceding the transfer/promotion request; and
- The Employee must typically have been in his/her current position for at least six (6) months; and
- The Employee must meet the job requirements for the position sought.

Employees on a performance improvement plan are generally not eligible for a promotion. By utilizing all opportunities for education and performing your job well, you may become qualified to fill a position requiring greater skills and responsibility. Allied Universal reserves the option to look outside the Company to fill any job openings even if existing Employees apply for the promotion or transfer, and the Company will not guarantee that any qualified existing Employee will be promoted or transferred in response to his/her application for same.

■ Performance Reviews

Supervisors and Employees are strongly encouraged to discuss job performance and goals on an informal day-to-day basis. Interaction between you, your Operations or Account Manager, Field Supervisor and/or Branch Management should give you a sense of how you are performing relative to Company expectations. Performance reviews may be conducted periodically, but are not guaranteed or required. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

Your performance is continuously being evaluated, whether a formal written review is conducted or not. Specifically, all Security Professionals are regularly evaluated for their:

- Technical expertise and demonstrated ability;
- Knowledge and effectiveness of their work;
- Attitude, ability and willingness to work effectively with others (teamwork); and
- Quality and quantity of work.

The primary reason for formal and informal performance reviews is to identify your strengths and developmental areas, to reinforce your good skills, and to develop ways to improve in other areas. These reviews also serve to make you aware of how your job performance compares to the standards, goals and description of your job. You should discuss your interests and future goals with your Supervisor, who is interested in helping you achieve your work-related goals.

■ Compensation Reviews

Your rate of pay is determined by the post to which you are assigned and is generally set in accordance with contracts with our Customers. Although all assignments will pay no less than the applicable minimum wage

in effect at any given time (and where may be applicable, prevailing wage rate), there is no guaranteed pay rate during your employment. In addition, transferring from one post to another may result in a pay rate change based on the contracted rate at the new post location. If your pay rate changes due to a contract change or a change in post locations, you will be notified of your new pay rate. Additionally, during any given workweek, you may receive different rates of pay if you perform work at different post assignments during that workweek.

If you have any questions or comments about your pay, contact your Supervisor or Operations or Account Manager.

Work Rules

■ Meal Periods and Rest Breaks

Allied Universal will provide meal periods and rest breaks in accordance with all state and local law requirements. You should check with your supervisor regarding the policies applicable to your work site. In the event you are provided with an unpaid, off-duty meal period, you are required to sign out during such unpaid meal breaks and document the actual start and end time of your meal period. Such unpaid meal periods should be taken in designated break areas (away from the immediate work area so as to not appear that you may still be on duty/performing work). If your assigned location does not provide an unpaid meal period, you will be instructed where and when you may eat your meals during your shift.

Employees should bring any questions regarding meal periods or rest breaks to the attention of their Operations Manager or Account Manager or any member of Human Resources.

■ Solicitation and Distribution

To avoid disruption of Company and/or Customer operations, the following rules apply to solicitations and distribution of literature and other material on Company or Customer property or premises.

Employees may not solicit for any cause or distribute literature or other material of any kind during working time or in working areas. Working time is defined as the time assigned for the performance of an Employee's job and does not apply to break periods and meal times. It includes the working time of both the Employee doing the soliciting or distributing and the Employee to whom the soliciting or distribution is being directed. Solicitation during authorized meals and break periods is permitted so long as it is not conducted in work areas, is not directed to Employees who are on duty or are in working areas, and does not otherwise interfere with Company and/or Customer operations. Employees are not permitted to sell chances, merchandise or otherwise solicit money or contributions without management approval.

Persons not employed by Allied Universal are prohibited from soliciting or distributing literature or other material on Company or Customer property at any time or for any purpose.

■ Employee Communications and Bulletin Boards

Notices that affect your employment, including information regarding safety and policy changes, will be mailed or e-mailed directly to you, or posted on the Company Portal, on the office bulletin boards and/or in READ files at your work site. It is your responsibility to be aware of all notices and keep updated on policies, changes and regulations as they are posted. Employees are not permitted to post personal notices or solicitations on Company bulletin boards or in READ files.

■ Social Media

As Allied Universal continues to build its brand and communicate with Customers and prospects, the Company has established a corporate social media presence. Social media is another method to externally share press releases, news, stories, and other Company information of broad appeal, and is an extension of the information that is available through AUS.com.

Social Media for Official Business Use

The Company is utilizing social media to establish a corporate presence and is sharing information on behalf of the Company, not as individuals. As with traditional media, only the Communications team and those others officially designated by Allied Universal have authorization to speak or make contact on behalf of the Company. Employees should not post to social media sites any company or client confidential or proprietary information, trade secrets, or any information that would compromise our client's security, unless otherwise permitted by law. This includes confidential information contained in internal communications, Company emails, and/or newsletters. For the purposes of this policy, "confidential information" has the same meaning as in the Confidentiality policy in this handbook. By utilizing the Communications team as a central point for all social media content, we can deliver consistent, approved messages that support Allied Universal's brand. (Please refer to the Media Contact and Corporate Approval Policies.)

As with traditional media, the Communications team will also track the use of the Company name on social media sites. The Communications team will lead the effort to resolve any concerns of policy violations. Any such matters should be directed to the Communications team.

Allied Universal Groups

It is anticipated that there will be a possible need for official Allied Universal groups that would help connect Employees. Establishment of an official Allied Universal group that is posting information on behalf of the Company requires authorization and oversight of the Communications team. The Communications team will brand approved groups with information and logos. All Allied Universal groups and social media pages will be developed in conjunction with an authorized member of the Communications team.

A member of the Communications team must serve as an administrator on all official Allied Universal social media groups or pages. The leader proposing the group may also serve as an administrator and will be responsible for managing the group and maintaining up-to-date, approved information.

Any department wishing to establish an official social media group on behalf of the Company must contact the Communications team for approval and assistance. (Please also refer to the Corporate Approval Policy on the Marketing page of the SharePoint intranet site.)

Accessing Social Media Sites

Social media sites are accessible from computers on the Company network. As such, these sites should only be accessed during business hours for business reasons. The Company shares information with Employees through internal announcements, the SharePoint intranet site, and AUS.com. Please continue to use these as your main source of Company information.

Posting Material on the Internet

The internet provides a range of opportunities to share opinions, pictures, videos and information with the general public. While we do not discourage Employees from taking advantage of this technology for their personal use and on their own time, Employees should exercise discretion and common sense with regard to referencing or discussing the Company and/or its Customers on the Internet.

For security reasons, Employees should not post information about sensitive security operations or pictures or videos taken on Customer property that could in any way compromise the security of our Customer or its Employees or property. Employees must also refrain from making discriminatory, vulgar, malicious, obscene, threatening, harassing, or intimidating comments about other Employees, Customers, or Customer's Employees on the internet. Examples of such conduct would include vulgar posts expressly intended to intentionally harm someone's reputation, posts that threaten another Employee with physical violence, or posts that contribute to a hostile work environment on the basis of someone's race, religion, gender, disability, ethnicity or other characteristic protected by law.

Be honest and accurate. If you make a mistake, correct it immediately. Remember that the internet archives almost everything so think carefully before you post anything. Never post any information that you know to be false about the Company, its Employees or its Customers.

Employees whose internet postings violate Company policy may be subject to discipline, up to and including termination, regardless of whether Company computer networks are used to access the internet or post the inappropriate material.

To the extent that a conflict exists between this Policy and local, state or federal laws, any portion of the Policy contrary to the law will be controlled by the applicable local, state or federal law. To that end, this Policy shall

not be interpreted in a manner that prohibits Employees from engaging in protected and/or concerted activity protected by law, which means that this policy does not and should not be interpreted to infringe upon Employees' right to communicate with others related to issues concerning wages and terms and conditions of employment.

Guidelines for Utilizing Social Media

Employees who maintain blogs or social networking pages for personal use should follow these guidelines:

- Allied Universal Employees are responsible for the content that they publish on blogs, wikis or other user-generated media.
- Most websites, even those that are password protected or limited to those in your network are not as private as they may seem. Content on the web can easily be cut and pasted somewhere else. Therefore, do not post comments, photos or videos that you do not intend to share publicly.
- Do not disclose any Company or Customer confidential or proprietary information. Information published online should comply with the Company's policies regarding confidentiality and disclosure of proprietary data. Internal communications, Company emails and newsletters that contain confidential information about Company operations, security operations or other confidential information should not be posted to social media sites except as permitted by law. Confidential information that should not be shared includes medical information about other individuals, attorney-Customer privilege information, information that could lead to identity theft such as social security numbers, birthdates and related information, or information that compromises the security of our Customers.
- Express only personal opinions. Be sure it is clear that the views and opinions expressed are yours and do not appear in any way to represent the official views of the Company or be published in the name of the Company. Never identify yourself as a spokesperson for the Company, unless you have written authorization to do so.
- Respect and do not violate all copyright, fair use and financial disclosure laws.
- Respect your audience. Do not use vulgar language, or obscenities or act in a manner that would not be acceptable in the workplace. As a national organization, Company Employees and Customers reflect a diverse set of customs, values and points of view.
- Social media activities should not interfere with Company commitments. Employees may not access personal webpages or their personal social networking applications, such as Facebook or Snapchat during working time. If your position (e.g. recruiting, marketing) necessitates access to social media sites during work hours, your activities must first be approved by your Manager.
- Do not link Company computer networks or programs to programs or sites outside of the Company intranet.
- Be aware of your association with the Company. If you identify yourself as an Allied Universal Employee online, ensure that your profile and related content is consistent with how you would present yourself with colleagues and Customers. If you identify yourself as an Allied Universal Employee online, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Allied Universal."

- Do not post anything that could be considered a violation of the Company's anti-discrimination, anti-harassment or anti-retaliation policies. Harassment, discrimination, bullying or retaliation that would be not be permissible in the workplace is not permissible online either.
- Use your best judgment and exercise personal responsibility for your online actions. Remember that there can be consequences to your actions in the social media world - both internally and externally.

All use of Company computer networks and programs is subject to the Company's Internet, Telephone and Electronic Usage Policy.

As stated above, to the extent that a conflict exists between this Policy and local, state or federal laws, any portion of the Policy contrary to the law will be controlled by the applicable local, state or federal law. To that end, this Policy shall not be interpreted in a manner that prohibits Employees from engaging in protected and/or concerted activity protected by law, which means that this policy does not and should not be interpreted to infringe upon Employees' right to communicate with others related to issues concerning wages and terms and conditions of employment. If you have questions about this policy, please contact your Human Resources Representative or the Marketing and Sales Department.

IV. COMPENSATION

Our Philosophy

Allied Universal has developed policies to ensure that wages and benefits are competitive based on local markets and with similar jobs in related industries. Our wage and benefit policy is designed to attract and retain the best-qualified people available.

Due to Customer requirements, Company needs, economic conditions and costs imposed by third parties, compensation and benefit programs are subject to change at least annually and possibly more often. It is the Company's intention to continue to provide competitive wages and meaningful benefits to our Employees. However, nothing in this Handbook constitutes a continuing guarantee of any benefit or policy stated in the Handbook. The Company reserves the right to change, modify or eliminate compensation and benefit programs without notice.

Also, in certain locations, Security Professionals may be part of a bargaining unit represented by a union, in which case the provisions of this Handbook may be superseded by the terms of any applicable collective bargaining agreement. Specific questions on eligibility and participation in such programs should be addressed to your Operations or Account Manager. In the event there are any inconsistencies between the Handbook and any policy or Plan Document, the policy or Plan Document will control all determinations.

Pay Practices

Your hourly wage rate is determined by a number of factors, including the location and nature of your work site. At certain accounts, other factors impacting your wage rate may include your length of service with the Company, your length of service at a particular location, your experience and qualifications, your performance, the terms of any applicable collective bargaining agreement, and any special requirements for your post.

■ Workweek and Workday Defined

The Company's workday is a continuous 24-hour period from midnight to midnight, and the workweek is the continuous 168-hour period that begins each Friday at 12:00 a.m. and ends the following Friday at the same instant at 12:00 a.m. These definitions are important as they are used to define the beginning and ending hours worked each pay period, and also to determine overtime calculations, particularly regarding work that may span two distinct workdays. Questions regarding workweek and workday definitions should be directed to your Operations or Account Manager or Human Resources Representative.

■ Pay Day & Pay Period

Employees are paid weekly, every Thursday, for the pay period ending the previous Friday at 12:00 a.m.

■ Overtime Policy and Pay Procedures

From time to time, it may be necessary for you to work overtime. Your agreement to do so is a material term and condition of your initial and continued employment. However, overtime work may not be available on an ongoing basis or as a regular part of your compensation. All overtime must be approved, **in advance**, by your Supervisor or Manager, unless there is a special circumstance that requires me to work additional time, such as having to remain on post as a result of a relief officer not showing up on time. Working unauthorized overtime may result in disciplinary action up to and including termination.

- Non-exempt Employees are entitled to overtime pay at the rate of time and one-half (1 ½) the regular rate of pay for hours worked over forty (40) hours in a workweek.¹
- Only hours actually worked are used to calculate overtime pay. Show-up pay, vacation/sick pay, holiday pay, or other similar pay that is not pay for actual “hours worked”, is not included in determining the overtime calculation. However, where legally required, applicable bonuses will be used as part of an Employee’s regular rate of pay in computing overtime.
- The Company does not permit Employees to take time off in lieu of receiving overtime pay and does not provide voluntary make-up time or compensatory time off. Actual time worked, including overtime, must be recorded daily, including start and end shift times and time in and out for unpaid meal breaks. **Employees may not work off the clock under any circumstances.** All time worked must be accurately documented on the Company provided timesheet.
- Where any additional provisions regarding overtime are required by a collective bargaining agreement or by state or local law, the Company will comply with such requirements.

■ Overtime Pay – Additional Rules for Specific Locations

- In addition to the federal weekly overtime rules outlined above, certain non-exempt Employees in Alaska and Nevada may be eligible to receive overtime at the rate of time and one-half (1 ½) the regular rate of pay for hours worked over eight (8) in a single workday.
- Non-exempt Employees in Kentucky are eligible to receive overtime at the rate of time and one-half (1 ½) the regular rate of pay for the first eight (8) hours worked on the seventh (7th) consecutive day worked in a single workweek.

¹ To the extent an hourly Employee works at more than one pay rate during the same workweek, the Company generally uses a weighted average in determining the overtime rate. That is, the Company calculates the Employee’s total pay for the week (using the different pay rates in effect times the number of hours worked at each pay rate) and then divides the total pay by the total number of hours worked to determine the average hourly rate for the week. That average rate is then used to calculate the additional overtime compensation due, pursuant to applicable law.

- Non-exempt Employees in Colorado are entitled to overtime at the rate of time and one-half (1 ½) the regular rate of pay for hours worked over twelve (12) in a single workday.
- Employees will be paid the greater of daily overtime worked in a workweek or weekly overtime. This prevents "pyramiding" of overtime, where an Employee earns overtime on top of overtime already paid. Once an Employee has been paid overtime for hours over eight (8) in a day, those overtime hours do not count toward the weekly 40-hour limit.

■ Work Schedule

It is **YOUR** responsibility to know your work schedule. Circumstances vary among Customer locations and assignments, and there may be numerous shifts within any given location. Your work schedule will be based on the Customer site(s) to which you are assigned and may vary from week to week or account to account. Due to the nature of the services provided by Allied Universal, Employee schedules can change frequently and with little or no notice. You are expected to demonstrate flexibility when scheduling issues arise. No guarantee of regularly assigned or scheduled hours, weeks, or days can be provided.

■ Methods of Payment

Where permitted, Allied Universal offers two methods of wage payments: (1) direct deposit into your personal checking or savings account, and (2) Cash Pay Card. Allied Universal strongly recommends that you elect direct deposit for the greatest security and efficiency.

For those Employees who do not have a personal checking or savings account, Allied Universal offers a Cash Pay Card program at no cost to the Employee. This program offers a branded debit card and a self-issuing check option which is a safe, dependable and convenient way to receive your pay. The Cash Pay Card program may be mandated where permitted if direct deposit has not been elected. In states where it is not permissible to mandate direct deposit or the Cash Card program, the Company will also offer a "live" paycheck as an option. Information about the available methods of pay and the applicable enrollment forms may be obtained from your Branch Human Resources Coordinator.

■ Employment Classifications

Employees will be placed in one of the employment classifications listed below. Placement in any classification does not change an Employee's at-will employment status and does not guarantee continued employment for any period of time. Additionally, the Company makes no guarantee of any specific work schedule or minimum number of hours per week. The Company reserves the right to change an Employee's employment classification at any time.

Regular, Full-Time Employees

Employees who are regularly scheduled to work at least 30 hours per week on a regular basis are considered full-time. Some benefits are available only to full-time Employees as described in each section of this Handbook.

Regular, Part-Time Employees

Employees who are regularly scheduled to work less than 30 hours per week on a regular basis are considered part-time. Part-time Employees are eligible for certain benefits as described in each section of this Handbook.

Temporary Employees

Employees may be hired for specific periods of time or for the completion of a specific project or assignment. An Employee hired under these conditions is considered a temporary Employee, and will not be considered a regular Employee. The job assignment, work schedule and duration of the position will be determined on an individual basis. Temporary Employees are not eligible for benefits described in this Handbook except to the extent required by local, state or federal laws.

"Non-Exempt" and "Exempt" Employees

At the time you are hired, you will be classified as either "exempt" or "non-exempt." Non-exempt Employees are those with certain types of job responsibilities who are eligible to receive overtime pay in accordance with local, state and federal laws (i.e., they are not exempt from overtime). Security Professionals are typically classified as non-exempt Employees, are paid on an hourly basis for all actual hours worked, and are eligible for overtime pay, in accordance with our overtime policies and all applicable laws.

Exempt Employees are those whose duties and responsibilities meet certain criteria which allows them to be "exempt" from the overtime pay provisions of the Federal Fair Labor Standards Act (FLSA) and any other applicable laws. Based on their job duties, such Employees are not eligible to receive overtime pay even though they may, from time to time, work more than 40 hours in a workweek.

You will be advised of your job classification at the time you are hired, transferred or promoted. If you are unsure of your job classification, please ask your Supervisor or Human Resources.

■ Anniversary Bonus Program

Allied Universal recognizes continuous service of our Employees through our Anniversary Bonus Program. The Anniversary Bonus is available to Employees who complete one full year of continuous service, work at least an average of 15 hours per week during that year, and are not assigned to a work site where either the Customer contract or a collective bargaining agreement provide a specific vacation program (regardless of whether the Employee meets the criteria at that work site to earn vacation).

The bonus is typically paid within a reasonable time following your anniversary date, provided you are actively employed (on active status) on your anniversary date. You are not eligible to receive the bonus if you have worked less than one year of continuous service, less than an average of 15 hours per week, are on an inactive or terminated status on your anniversary date, or receive a Customer contract or collectively bargained vacation benefit. Your anniversary date is defined as your date of hire (or for Employees hired from an account takeover or an acquisition, the anniversary date may be your service credit date or date of hire with your prior employer).

The bonus does not accrue from month to month and is only earned after each 12-month service cycle has been completed. The Anniversary Bonus amount is based on the current hours of work you complete in a work week at the time the Bonus is paid.

Some collective bargaining agreements and Allied Universal Customer contracts provide for an anniversary bonus or vacation equivalent to one or more weeks of pay, which is in place of this anniversary bonus. Employees in such situations will not receive both. Bonuses are paid as soon as practical after your anniversary date.

This benefit is an Anniversary Bonus in recognition of Company service only and is not to be confused with, nor interpreted as, vacation pay.

<u>Employee's Current Average Weekly Hours</u>	<u>Annual Anniversary Bonus Amount</u>
15 - 23 hours/week	\$80.00
24 - 31 hours/week	\$120.00
32 - 39 hours/week	\$160.00
40+ hours/week	\$200.00

■ Company Meetings

On occasion, we may require that you attend a Company sponsored meeting. Non-exempt Employees will be paid for attending required Company meetings and will receive overtime pay, if applicable. If a Company meeting is designated as "voluntary", attendance is not required and the compensability of such time will be determined in accordance with applicable law. Any Company meetings will be clearly identified as "required" or "voluntary".

Your Paycheck

■ Accessing Your Pay Stub and Pay Records

Allied Universal offers a resource to help you obtain important pay information and history online. Through a secure, password-protected website, you can view or print copies of your earning statements (pay stubs) and prior year W-2s, review scheduling and payroll information and update your contact information. Go to <http://ehub.aus.com> and follow the instructions to create your login. Training is available on accessing this resource via the Allied Universal “Learning Management System”, EDGE, or you may contact your Branch Human Resources Coordinator for more information.

■ Wage Assignments (Garnishments)

The Company will comply with court-ordered wage assignments we receive by taking any required deductions from your paycheck. There may be an administrative charge for processing garnishments. The Company is not responsible for corresponding with requesting agencies on your behalf. If you believe that a garnishment has been issued in error, it is your responsibility to obtain appropriate documentation voiding the wage assignment and have it submitted to the Company. Changes or stoppage of wage orders will not be made based on verbal requests, whether by the issuing court/agency, the affected Employee, or any third party.

■ Recording Hours Worked

Accurately recording all time spent performing work for the Company is the responsibility of every non-exempt Employee. Employees are required to “clock in” when they begin performing work, and to “clock out” when they stop performing work. Employees are prohibited from performing any work “off the clock”. If you believe you are being asked to work “off the clock”, you should promptly contact your Branch office or a Human Resources representative.

Likewise, it is required that an Employee “clock out” at the start of an unpaid off-duty meal break and “clock in” after the meal break. The hours an Employee performs work for the Company should be recorded daily. Note that this may be accomplished manually or technologically, depending on the site. A time sheet (or other form serving the same purpose) is a legal document and you must not tamper with it in any way. Corrections to paper time sheets must be initialed by the Employee and reviewed by both the Employee and the Supervisor. Signing or clocking in for a fellow Employee or otherwise falsifying a sign-in sheet is considered fraud and may lead to immediate discharge.

■ Deductions from Paychecks

Payroll deductions are itemized on your earnings statement. Allied Universal is required by law to deduct certain amounts from your pay and to forward such amounts to the federal, state, and local governments. These include withholding tax, Medicare and social security tax, state disability insurance (in states where such exists), and garnishments ordered by a court (if applicable). Payroll deductions are also made for premiums of any optional benefits you may have chosen. Any changes in name, address, telephone number,

marital status or number of exemptions must be reported to the Payroll Department immediately to ensure proper tax deductions.

■ Expense Reimbursement

You must have your Manager's written authorization prior to incurring a work-related expense. To be reimbursed for an authorized expense, you must submit an expense report accompanied by receipts and the written authorization of your Manager. Contact your Manager for more specific information and the appropriate forms to be completed. If you are asked to conduct Company business using your personal vehicle, you will be reimbursed mileage at the Company's rate per mile in effect at the time the expense is incurred. You should not use your personal cell phone for Company business. If you are incurring a business related expense for which you believe you should be reimbursed please bring it to the attention of your Manager or any member of Human Resources.

V. BENEFITS

Our Philosophy

Allied Universal is interested in the health and well-being of you and your family. A comprehensive health insurance program is available to all full-time Employees and their eligible dependents. These benefits, combined with your wages, make up your Total Compensation Package. Some benefits, such as Health and Welfare, have minimum weekly hour requirements for eligibility, while others, such as Workers' Compensation and certain leaves of absence, apply to all Employees.

Please refer to the Summary Plan Description booklets for complete details about these programs where applicable. Those documents control the operation of the benefit plans. Allied Universal reserves the right to change or eliminate any benefit plans at any time with or without notice. The provision of benefits and an Employee's eligibility to participate in any benefit program does not alter the at-will nature of the employment relationship. All questions regarding benefits, eligibility, rates or other related questions should be directed to the Corporate Benefits Department.

Health and Welfare Benefits

■ Medical, Dental and Vision Coverage

Eligible Employees

Generally, Employees who have completed the required waiting period and work at least 30 hours per week are eligible to participate in the Company's core health plans, which include medical, dental, vision and basic life insurance plans. Coverage typically begins on the first day of the month following 60 days of employment (except where state laws may differ). Eligible Employees hired through an account takeover or acquisition may be eligible for coverage sooner, such as the first of the month following the date of hire with Allied Universal (the exact date of benefit coverage will be conveyed to eligible Employees). However, continued eligibility for benefit coverage depends, in part, on the Employee's status as a "full-time" employee for purposes of the Patient Protection and Affordable Care Act of 2010 (ACA)

Coverage must be elected prior to the eligibility date. Employees who do not enroll during that time must wait for an Open Enrollment period to join a benefit program. Open Enrollment is generally offered once a year.

Changes may **not** be made to your coverage (including adding or dropping coverage) outside of Open Enrollment unless there is a "qualifying event", as defined under our Section 125 Cafeteria Plan. A "qualifying event" includes:

- Marriage

- Legal Separation
- Divorce
- Birth, adoption, legal guardianship of a child
- Death of a dependent
- Involuntary loss of coverage through your spouse’s employer (includes layoff, termination, disability, severance, substantial reduction of benefits, or reduction in work hours)

Any other situation (e.g., financial hardship, a change of mind) is not considered a “qualifying event” and such changes to the coverage may not be made outside of Open Enrollment.

Eligible Dependents

Eligible dependents are defined in each Summary Plan Description, as well as by state and/or federal legal requirements. Typically, the spouse/domestic partner (same or opposite sex), and unmarried dependent children (up to age 26) of eligible Employees are eligible for coverage on the same medical, dental and/or vision plan that the Employee elects.

Benefit Costs

Election of coverage in any benefit plan is completely voluntary. Costs for premiums are different depending on the level of coverage you elect (self, 2-party coverage or family coverage), and may vary from year to year and plan to plan. Additionally, rates may vary based on the account to which you are assigned, based on Customer or collective bargaining contracts. Transferring from one post assignment to another may impact the cost of your benefit coverage. The applicable rates will be communicated to you at the time you become eligible, when you transfer to a new post location (if such affects your contribution rate), and during Open Enrollment. Employees who elect coverage and then wish to drop coverage due to the expense may do so only during Open Enrollment. Premium payments are made via pre-tax payroll deductions.

■ Continuation of Group Health Insurance

Allied Universal complies with the Federal Consolidated Omnibus Budget Reconciliation Act of 1985, commonly known as "COBRA". This law provides eligible Employees and their eligible dependents with the option to temporarily continue medical coverage at their expense when group benefits are lost for any of the following reasons, known as a “qualifying event”:

- divorce or legal separation;
- the ineligibility of a dependent child;
- the Employee’s death;
- reduction in hours causing the Employee to no longer be eligible for coverage;
- termination of employment; or
- entitlement to Medicare.

Each Employee or covered family member has the responsibility to inform the Company's Plan Administrator in writing within 30 days of the occurrence of a qualifying event. Each Employee or covered family member must also notify the Company's Plan Administrator in writing within 30 days of a determination that a Qualified Beneficiary is no longer disabled.

In the case of an Employee's death, termination, or loss of eligibility, the Company's Plan Administrator will automatically notify Employees and/or their covered dependents of their specific options under COBRA. Employees and/or their covered dependents will be provided with a form to sign, accepting or declining continuation coverage. The continuing coverage will normally be identical to the coverage currently being provided under the group plan. However, Employees and/or their covered dependents must pay the full amount of the premium plus any applicable administration charge for their continued coverage.

Full details regarding COBRA rights will be provided when applicable according to current legal requirements.

■ Insurance Coverage during a Leave of Absence

Insurance coverage for Employees on an approved Leave of Absence of 30 days or less will not be affected. For approved protected leaves exceeding 30 days (i.e., FMLA, or workers' compensation leave), coverage will continue for the duration of the approved leave, **up to a maximum of 12 weeks (or longer as may be required by the specific leave type)**, providing the Employee continues to make their normal premium contribution payments on a monthly basis. Thereafter, Employees may elect COBRA coverage, or may cancel coverage for the balance of their Leave period. Employees with insurance who are contemplating taking a Leave of Absence should contact our Leave of Absence department at loa@aus.com as soon as practical to learn about their rights and how their benefits may be impacted by a leave.

■ Voluntary Insurance Plans

Each year during open enrollment, Allied Universal may offer various voluntary insurance programs such as supplemental life, short term disability and long term disability insurance, critical illness, and other types of supplemental coverage. Rates are provided directly by the carrier upon eligibility and during open enrollment and vary based on individual circumstances and the level of coverage elected.

Periodically, the Company may also provide special discount opportunities to other types of programs and benefits. The Benefits Department can provide you with more detailed information at the time you become eligible, and you may also visit our benefits website at www.allieduniversalbenefits.com.

■ Employee Assistance Program (EAP)

Sometimes Employees may need assistance resolving personal matters, especially those that begin to affect their ability to perform their job duties. The Company provides an Employee Assistance Program (EAP) at no cost to the Employee.

This program, which is completely confidential and voluntary, provides one-on-one counseling services to Employees 24 hours/day, 7 days/week by calling 800-854-1446 or visiting the website at www.lifebalance.net. The ID and password for the website access is: lifebalance. The EAP does not report individual usage back to the Company and all communications between the Employee and the EAP counselor are maintained strictly between them. The Program is also available to an Employee's eligible dependents and is available for family/marriage issues, financial problems, drug/alcohol dependency, or other personal struggles that an Employee may encounter from time to time. There is no limit to the number of times an Employee may use the EAP.

■ Retirement Savings Plan - 401(k)

To help Employees plan and save for their retirement, the Company provides a voluntary 401(k) Plan. Employees who are at least 18 years old may enroll in the Plan anytime following six (6) months of employment. Participation is voluntary and you should read all Plan documents carefully before enrolling.

Employees may contribute a percentage of their pay on either a pre-tax or after-tax basis. Quarterly statements are provided to each Participant by our Plan Administrator. Employees may also access their Plan online to manage contributions and distribution of funds at www.RetireSmart.com. Information regarding the Plan will be provided to you at the time you become eligible.

If you leave the Company you will receive your funds in accordance with the Plan's distribution policy, which will be communicated to you at the time of your separation from the Company.

■ Workers' Compensation Insurance

All Employees are covered by workers' compensation insurance effective the first day of employment. Workers' compensation insurance provides Employees or their beneficiaries with certain benefits in the event of job-related illness, injury or accidental death.

The Company pays the full cost of this insurance. If an Employee sustains a job-related illness or injury, they **must** report the illness or injury to their Supervisor the same day the incident occurs, but no later than the end of their shift. Failure to report your illness or injury in a timely manner could result in a delay or denial of benefits.

Employees who sustain a job-related illness or injury will be eligible for state-mandated workers' compensation benefits on the day such injury occurs or illness begins, and paid according to state laws. All other payments for lost wages due to a job-related illness or injury, and any other benefits will be made by the Company's workers' compensation insurance carrier as required by law. Contact your Human Resources Representative for more information about workers' compensation insurance benefits.

Time Off Benefits

■ Holidays

Allied Universal normally observes the following seven (7) designated Company holidays:

- New Year's Day
- President's Day²
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

When a non-exempt (hourly paid) Employee is required to work on a designated Company holiday, the Employee will receive time and one-half (1 ½) the Employee's base hourly rate for all hours that are actually worked on that holiday (specifically, hours worked during the 24-hour period on the actual designated holiday only).

Employees who do not work on a designated Company holiday will not receive holiday pay. This is true even when the Employee does not work his or her "normal" schedule because his or her Customer site or account is closed due to a holiday (Company designated or Customer-specific), unless otherwise provided by the Customer contract or by a collective bargaining agreement. In such cases, the Employee may contact the Operations or Account Manager and reasonable efforts will be made to identify a shift at another location that may be available for the Employee to work.

The specific dates that designated Company holidays will be observed are published annually on our Payroll Calendar. Any changes to the designated holiday schedule will be communicated in advance to all affected Employees. Allied Universal reserves the right to modify, add or delete any designated holidays at any time, with or without prior notice.

² In some locations/Customer sites, President's Day may be substituted for Martin Luther King Day as the 7th designated Company holiday. Additionally, some CBAs may specify other or additional holidays and designate how such are to be paid. Finally, holidays are observed contingent on the individual contract we have with each client – employees assigned to a client contract that does not include a Company holiday will be paid their regular rate, not the "holiday" pay rate, for work performed on such Company holiday.

■ Religious Holidays

To reasonably accommodate the religious needs of Employees, time off for religious observances that are not designated as Company paid holidays may be taken without pay under the following conditions:

1. Employees must give reasonable advance notice to his or her Supervisor or Manager so that another Employee may be assigned, if required, to the work being performed by the Employee requesting the time off. Reasonable notice is considered at least 14 calendar days (2 weeks) in advance of the requested day off.
2. Each regularly scheduled workday or portion of a workday that is requested as a religious observance holiday will require individual review and prior approval by the Employee's Supervisor or Manager.

■ Vacation Time

Allied Universal does not provide paid vacations to Employees, unless specifically required under a collective bargaining agreement or a Customer contract. At such locations, the applicable policies for accrual, use and payment of such paid vacation benefit will be explained to covered Employees and will comply with all applicable laws. However, Employees may request unpaid time off from their Operations or Account Manager with at least two weeks' prior notice. Unused vacation time is not paid out at the end of the year or upon termination of employment unless required by state law, client contract or collective bargaining agreement.

Allied Universal provides a service recognition bonus, referred to as an "Anniversary Bonus", for each full year of service completed. Refer to that section for further details. Employees who receive paid vacation are not eligible for the Anniversary Bonus program.

■ Sick Leave

Allied Universal does not provide paid sick leave except where such may be required by a collective bargaining agreement, a Customer contract, or by state or local laws. Where such paid sick leave is mandated, Allied Universal complies with all applicable state or local laws, and provides Employees with all required notices on the availability of such paid sick leave. Refer to the State Law Addendum for specific details.

If an Employee is sick and cannot work, or needs to care for a sick family member and cannot work an assigned shift, the Employee is required to contact his or her Supervisor at least four (4) hours in advance of the start of the scheduled shift, unless state or local law provides otherwise. Such time off will be granted without pay, except where paid sick leave is provided and such paid time is available to the Employee. Refer to the Attendance Policy for further details on authorized and unauthorized absences.

■ Bereavement

Security Professionals will be granted up to 3 days of unpaid leave for the death of an immediate family member (leave is granted per incident). Paid time may be requested for such absences, if available (vacation time) or where pay may be required (i.e., under a union agreement). "Immediate family" includes children, spouse, domestic partner, parent or guardian, siblings, in-laws, step-family members, and equivalent domestic partner relations. Employees may be granted unpaid bereavement time off, at the supervisor's discretion, for the death of an individual who was not an "immediate" family member. Additionally, longer periods of unpaid time off may be requested and granted as a "personal leave of absence" at the supervisor's discretion. You must notify and obtain approval from your Supervisor in advance of taking any bereavement time off. Proof of death may be required. Additional bereavement leave is provided where required by applicable law.

■ Subpoenas/Witness Duty

Employees will be paid their normal wage if required by a subpoena to appear in a legal matter (such as in court in a deposition) regarding the Company. Attendance at legal proceedings on behalf of Allied Universal is an official duty. When appearing at a legal proceeding, suitable attire must be worn. Allied Universal personnel will present a neat and clean appearance, avoiding any mannerisms that might imply disrespect in court. Employees summoned to appear in court for all other court appearances may request time off, but such time off is without pay.

■ Jury Duty

Allied Universal supports your civic duty to report for jury duty whenever called. Employees will not be discriminated against or otherwise punished for taking leave to serve as a juror. Please notify your Operations or Account Manager at least 14 days in advance of your scheduled jury duty, and provide a copy of your jury summons to your Operations or Account Manager. If you are called for jury duty, you will be allowed to take the necessary time off, without pay, unless if required by law. If serving as a juror would impose a financial hardship on you, please notify the Human Resources Representative at your Branch, and a letter may be provided to you that can be submitted to the court indicating that such service is unpaid. It is at the sole discretion of the court as to whether or not you are excused from jury duty.

■ Election and Voting Time Off

We encourage you to exercise your voting privileges in local, state, and national elections. Since the polls are generally open for an adequate amount of time, you are encouraged to vote before or after your regular working hours. If you are unable to vote during non-working hours, please discuss any time off you may need to with your Operations or Account Manager prior to taking the time off. Any time off should be scheduled at the beginning or the end of your regular shift and will be unpaid, except where otherwise provided by law.

Leaves of Absence

Allied Universal recognizes there may be a need to be away from work on a leave of absence. The Company has established Leave of Absence (LOA) Policies in compliance with the applicable federal and state laws. The written policies provide specific detail on the qualifications, provisions, request for, management of and reinstatement and/or return procedures for various leaves of absence. Employees on an approved leave will maintain and continue to earn seniority as applicable; however, Employees who are assigned to a client contract or collective bargaining agreement that provides for paid vacation will not accrue such during any period of an unpaid leave.

■ Personal Leaves of Absence

Personal leaves of absence without pay may, at the Company's discretion, be granted for up to 30 days to Employees who have completed at least 90 days of continuous employment.

Personal Leaves must first be approved by your Operations or Account Manager, who will then refer it to the Leave of Absence department for final approval. You must submit your request for a personal leave of absence in writing to your Operations or Account Manager at least 30 days in advance of the leave date, where practical. Your request must include the reason for the leave, the date on which you wish the leave to begin and the date on which you will return to active employment with Allied Universal. Additional supporting documentation may be required depending upon the reason for the leave. To the extent the leave is for medical reasons (that do not qualify for other Company-provided medical leave), supporting medical documentation should be submitted directly to the Leave of Absence department (rather than to your Operations or Account Manager). Any medical information or documentation submitted will be kept confidential and shared only with Company personnel who have a business-related need to know.

Your request will be considered on the basis of the reason given, the Company's business requirements, and your overall performance record. Personal leaves will not be granted due to incarceration, working at a second job, or to extend an expired leave or vacation period. Benefit coverage for Employees on a leave of 30 days or less will not be affected. Benefit coverage for leaves granted in excess of 30 days will be handled as outlined in the Continuation of Health Care Benefits section of this Handbook.

A personal leave of absence, if granted, may be extended only with approval by both the LOA department and your Branch Management. In cases of an extended personal leave, benefits based on length of service will not continue to accrue during the leave period. Upon expiration of your leave, the Company will attempt to return you to your former position or to place you in a comparable job. If your job has been filled or eliminated, or if no comparable job exists, you may be offered an open position for which you are qualified. If no such jobs exist, you may be laid off. If you refuse available work that is offered to you, you may be considered to have voluntarily resigned.

■ Family and Medical Leave Act (FMLA)

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible Employees for the following reasons:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- To care for a spouse, registered domestic partner, child or parent with a serious health condition.
- The serious health condition of the Employee.
- For any qualifying event arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Each eligible Employee is limited to a total of 12 weeks of FMLA leave during a rolling 12-month period measured backward from the date the Employee uses leave for any of these reasons. However, if both members of a married couple work for the Company, the total leave is limited to 12 weeks for both spouses combined for the birth, adoption or foster care placement of a child, or to care for a parent with a serious health condition.

Military Family Leave Entitlement (Exigency Leave)

Eligible Employees whose spouse, domestic partner, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave in a rolling 12 month period for certain qualifying exigencies related to or affected by the family member's call-up or service in a foreign country. Qualifying exigencies may include attending certain military events, arranging for alternative child care for the service member's child, addressing certain financial and legal arrangements relating to the service member's military duty, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible Employees to take up to 26 weeks of leave during a single 12-month period (measured forward from the date the Employee first takes leave) to care for a spouse, domestic partner, son, daughter, parent or next-of-kin who is a covered service member. A covered service member is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness suffered or aggravated during active military duty; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible Employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness suffered or aggravated during active military duty.

Benefits and Protections

During FMLA leave, the Company will maintain the Employee's health coverage under any "group health plan" on the same terms as if the Employee had continued to work, for the duration of the FMLA leave. Thus, while an Employee is on leave, the Company will continue the Employee's health benefits during the leave period at the same level and under the same conditions as if the Employee had continued to work. This means both the Company and the Employee are expected to pay their same portions of the health care premium and other existing benefits.

Upon return from FMLA leave, Employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an Employee's leave.

Eligibility Requirements

Employees are eligible for FMLA leave if they have worked for Allied Universal for at least one year, they have worked for at least 1,250 hours over the previous 12 months, and if at least 50 Employees are employed by the Company within 75 miles.³

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, 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 may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Intermittent Leave

While on FMLA, an Employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary, and certified by a treating physician. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Company's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Intermittent time off cannot be taken while on a personal leave.

³ To comply with 29 CFR 825.300(a), we are required to advise you that special hours of service eligibility requirements apply to airline flight crew Employees.

Use of Paid Time while on Leave

An Employee who is taking FMLA leave for their own personal medical condition is required to use available paid sick time, and may choose to use available vacation or personal time to offset any unpaid hours for FMLA leave. An Employee who is taking FMLA leave for any other qualified reasons may choose to use available sick, vacation or personal time to offset any unpaid hours for FMLA leave. Where paid time is used, such will run concurrently with FMLA leave (and may not be used to extend an FMLA leave). To use paid time for FMLA leave, Employees must comply with the Company's normal paid time off policies.

Employee Responsibilities

Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the Employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the Employee is unable to perform job functions; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

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

Unlawful Acts by Employers

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

Enforcement

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

Additional Information

Additional information regarding FMLA leave, including a copy of the Company's FMLA Policy, can be obtained through the Company's portal and/or from your Branch Human Resources representative.

■ Military Leave

Employees who are obligated to serve in the U.S. Military, whether on active duty, reserve duty or National Guard, will be provided the time off necessary to perform this vital function. You may use accumulated vacation time, if applicable, if you wish to be paid during your absence. Please submit copies of your orders or other similar documentation to your Operations or Account Manager as soon as you learn of your military obligation so that management can notify the Leave of Absence department and schedule around your absence. If your leave requirement is longer than 30 days, you will be advised by the Leave of Absence Department on the effect of your leave on any benefit programs you may be participating in and your future employment rights with the Company upon your return from duty.

■ Emergency Leave Duty

The Company provides time off for Employees required to perform emergency duty, which may include disaster training leave or service, emergency rescue leave, volunteer firefighter training or service, or reserve peace officer training or service, wherever such is required by state laws. Such time off is either paid or unpaid, as may be required by state law for the specific type of leave being taken. Refer to the Leave of Absence department for more information. Documentation supporting the need for such a leave must be provided in advance of the leave commencing.

■ Workers' Compensation Leave

A workers' compensation leave of absence may be granted for situations in which there is a physician's written statement that an Employee is unable to work due to a **"work related"** illness, injury, or other physical disability. The physician's statement must provide details acceptable to the Company regarding the nature of the disability and the anticipated length of absence from work. Leave taken due to a workers' compensation disability will generally run concurrently with FMLA leave.

Company provided health benefits will continue during a workers' compensation leave of absence for up to 12 weeks, provided you continue to make your normal Employee contributions. In the event you are unable to return to work at the end of the 12-week period, your insurance coverage will terminate as permissible under state law, and you will be given the opportunity to continue your medical, dental, and/or vision coverage through COBRA.

An approved leave for a work-related disability generally will be extended for the duration of the disability until an Employee (a) is released for full or partial duty, (b) is determined to be permanently disabled and unable to return to work, or (c) informs the Company that they do not intend to return to work for the Company. If an Employee requires modified duty as a result of a work related disability, and such work is available but the Employee turns the assignment down, receipt of workers' compensation benefits (if any) and continued employment may be impacted, in accordance with state workers' compensation laws.

Before returning to work, an Employee must provide his or her Supervisor with a physician's written release. The release must include specific restrictions, if any, which affect the Employee's ability to return to work, and the anticipated duration of the restrictions. Failure to provide such physician's release may result in termination of employment. In some cases, another medical release at the Company's expense may be required from a physician appointed by the Company.

Employees returning from a workers' compensation leave will be reinstated to their former position when a health care provider certifies that they are able to safely perform all of the essential functions of the job, with or without reasonable accommodation. The exceptions to this are as follows:

1. When you directly or indirectly indicate to the Company that you do not intend to return to work for the Company (including refusing the return to an available position that meets any work restrictions);
2. When your former position no longer exists;
3. When the Company had to replace you as a business necessity;
4. When you are no longer qualified for your former job due to restrictions or otherwise; and
5. When you cannot return to your former job without posing a direct threat to your health or safety or the health and safety of another Employee or Customer.

■ Temporary Light Duty Assignments

The Company has a proactive process used to help Employees who may need an accommodation to remain in or return to their job by keeping them in active employment through the recovery period. We make reasonable efforts to accommodate any restriction given by a treating doctor so that the Employee's length of time away from work or in a modified temporary job is kept to a minimum. Also refer to the "Reasonable Accommodation" section in this Handbook for further details.

■ Returning from a Leave of Absence

You must give the Company advance notice of your intent to return from a leave of absence in accordance with the policy applicable to your specific type of leave, or as arranged with the Corporate Leave of Absence department when your leave was approved.

If you do not return from your leave of absence on the day indicated in your original application or in any approved extension, you must contact the Corporate Leave of Absence department in advance of your

scheduled return to work date. If you fail to maintain contact with the Company upon the expiration of your approved leave, you may be deemed to have resigned your employment.

VI. GENERAL SECURITY POLICIES

Our Philosophy

It is our goal to provide Employees with a safe and secure working environment. We believe this is best attained through a collaborative approach, where both the Company and our Employees have a responsibility to regularly review procedures, report concerns or safety/security hazards, and address any issues promptly and effectively.

■ Personal Visitors

Personal visitors are not permitted at any time while you are on duty at a Customer location, including any break areas, parking lots or in Company/Customer vehicles.

■ Security

Maintaining the security of our Customer's facilities and vehicles is every Employee's responsibility. Develop habits that provide security as a matter of course. For example:

- Always keep cash, keys and access cards properly secured. If you are aware that such items are not securely stored, immediately inform the person responsible.
- Know the location of all fire alarms and fire extinguishers, and familiarize yourself with the proper procedure for using them, should the need arise.
- When you leave the premises make sure that all entrances for which you are responsible are properly locked and secured.

■ Workplace Security And Anti-Violence

The Company has a zero tolerance rule for any threat or act of violence in the workplace, and it is committed to providing a workplace that is free from acts or threats of violence. Although some kinds of violence result from societal problems that are beyond the Company's control, the Company believes that certain measures can increase protection for Employees and help provide a secure workplace. Accordingly, the Company prohibits any Employee from threatening or committing any act of violence in the workplace or while on Company business. This policy also forbids Employees or anyone else (except authorized Employees acting in their official capacity) from carrying or bringing a gun or any weapon on Company premises or while conducting Company business.

Employees are expected to help the Company keep the workplace free from illegal, unauthorized or potentially violent or dangerous activities. Any Employee who is subjected to or threatened with violence by a co-worker, client, client's employee, resident or vendor, or is aware of another individual who has been subjected to or threatened with violence, is to report this information to Human Resources or a supervisor or manager immediately. The matter will be handled appropriately and with as much confidentiality as

possible. All reports of such activities including workplace violence will be taken seriously, investigated thoroughly, and corrected promptly.

Employees should request assistance from the nearest available supervisor or manager to help resolve any difficult situation or security problem. Do not confront any person who is hostile or overly agitated. Instead, immediately report to your supervisor or manager any person(s) who acts in a suspicious, hostile, or violent manner. You should contact law enforcement for assistance if you perceive an immediate threat of violence.

In addition to these efforts, all Employees are to notify their supervisor or manager of any security hazards. Recommendations of appropriate action to prevent workplace violence and limit access to work areas by unauthorized persons should be made to management or Human Resources.

■ Theft/Damage of Property

Allied Universal will not tolerate property theft of any type by Employees. We consider theft to include the unauthorized use of Company or Customer services or facilities or the unauthorized taking of any Company, Customer, or other person's property for personal or other use. Property belonging to the Company, other Employees or the Customer may not be borrowed, destroyed, taken, damaged or loaned by Employees. Any Employee who steals, damages, destroys, or misuses such property will be subject to disciplinary action up to and including termination of employment, and may also be held financially responsible for the value of the damage, theft or misuse.

■ Company and Customer Property

Any property issued to you, such as keys, phones, uniforms, reports, gas cards, or other equipment must be returned at the time of employment termination, or whenever your Supervisor requests such. You may be required to pay for any lost or damaged items, where such is permitted by law.

It is your responsibility to understand the equipment you use to perform your duties. Good care of any equipment that you use, as well as the conservative use of supplies, will benefit you and the Company. If equipment is not working properly or appears unsafe, please notify your Manager immediately so that repairs or adjustments may be made. The improper, careless, negligent, destructive or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

You may not inappropriately use Company and/or Customer property. Employees are trusted to act responsibly, reasonably and maturely, and to use good judgment in the use of all Company and Customer-provided communications and computing devices, including but not limited to:

- The internet
- All forms of printed and electronic media

- Copying devices (scanners and copy machines)
- Telephones
- Cell phones
- Portable/wireless PDAs
- Desktop and laptop computers; and
- Remote access/dial-up hardware and software devices

Employees may not use Company or Customer-provided computers or other electronic devices to transmit, store, or download materials that are threatening, maliciously false, or obscene. Facilities, equipment, technology and resources are the property of the Company/Customer for business use and to help you do your job. The Company reserves the right, at all times, to review and open all e-mails, listen to voice-mails, and otherwise inspect and review the contents of all computers and other electronic devices.

■ Reporting Work Related Injuries or Illnesses

You are directed to report any workplace injury or illness, no matter how minor, **immediately** before the end of the shift in which the incident occurred (but in any event, within 24 hours). You may report the incident in the following ways:

- Your first attempt should be to report to your immediate Supervisor;
- If your immediate Supervisor is unavailable, report to your Operations or Account Manager;
- If that individual is unavailable, report to any member of your branch management team (Client Manager, Director of Operations, Branch or General Manager);
- If none of those individuals are available, report to any member of the Human Resources team (Regional Human Resources Representative, Manager or Director);
- If none of the above individuals are available, you may call your after-hours call-off number to report your workplace injury or illness (this number varies by location – make sure you know your after-hours call-off number in advance, in the event you need to call off for a shift or report a workplace injury or illness).

Of course, if you believe your injury or condition requires immediate medical attention, do not wait to report your injury before seeking medical attention. You should call 9-1-1 or follow other emergency reporting protocols at your work site.

It is important for you to know that you have the RIGHT to report your workplace injury under federal law. Federal law also prohibits employers from discharging or in any manner discriminating against Employees for reporting work-related injuries or illnesses.

The Company reserves the right to refer an Employee for alcohol/drug testing following any accident on Company or Customer property, or any work-related site, or in any Company/Customer vehicle. Refusal to

submit to such tests will be treated as though a positive test has occurred and the Employee will be terminated unless otherwise provided by state law.

In addition, local law enforcement agencies and/or external private investigation services may be utilized to assist in any accident investigations.

The Company directs medical care where allowed under applicable law. This process allows for case management for all work-related injuries and ensures prompt, effective treatment to return Employees to work as soon as possible.

The Company's practice is to investigate all workers' compensation claims to determine the cause and put preventive measures in place where appropriate. The injured Employee and any witnesses may be interviewed in this investigation process. All Employees are expected to comply with any investigation and to assist as needed. Any questionable claims will be referred to the State's Bureau of Fraudulent Claims if they appear to be fraudulent. Employees and former Employees may be encouraged by outside persons, including attorneys or other professionals, to file fraudulent workers' compensation claims. You should be aware that state laws make it a crime to knowingly file a false or fraudulent claim for workers' compensation benefits, or to submit knowingly false or fraudulent information in connection with any workers' compensation claim. Violation of this law may result in imprisonment and/or significant financial fines. Filing a false or fraudulent workers' compensation claim is also a violation of Company policy, and may result in disciplinary action, up to and including immediate termination.

As a material term and condition of your initial and continued employment with the Company, you agree that in the event of a workplace accident or injury, you will seek coverage and compensation under Workers Compensation and you will not sue a Company Customer or otherwise look to the Customer for compensation.

You are also directed to report all "near miss" events – an unsafe practice or condition that may lead to or might have led to injury – to your Operations or Account Manager so that appropriate action may be taken. You are the most important tool in helping us achieve a safe workplace – you are on the site on a daily basis and will know best those situations that may give rise to accident or injury. We encourage you to take an active and serious role in helping us achieve this goal.

■ Use of Company Vehicles

Allied Universal vehicles are to be used only for Company business by authorized Employees. Employees required to drive a Company (or Customer) provided vehicle in the course of their employment must complete all Driving Program requirements before operating any Company vehicles (including golf carts). All procedures contained therein must be followed at all times while operating a vehicle for Company purposes. Employees who have not gone through the Company required driving program may **not** operate a Company or Customer vehicle at any time for any reason.

Employees who use their personal vehicle for any work related reason may only do so with authorization by a Company Manager, and must submit a valid Expense Report for reimbursement of mileage for any business related use.

■ Traffic Violations / Accidents

If you are authorized to operate a Company (or Customer) vehicle in the course of your assigned work, or if you operate your own vehicle in performing your job, you must report any accidents which occur, specifically to your Operations or Account Manager, as well as outlined in our Driving Program procedures as such may be applicable at the time of the incident. Failure to promptly and properly report any incident, regardless of fault or level of damage, may result in disciplinary action up to and including termination of employment. Any traffic violations/fines (i.e., speeding tickets, etc.) that you incur in the course of driving on Company business are your sole responsibility.

■ Personal Property Inspections and Expectations of Privacy

The Company reserves the right to conduct searches on Company or Customer property without prior notice for missing or stolen Company property, illegal drugs or alcohol, weapons, controlled substances or any paraphernalia used in conjunction with illegal drugs or illegal contraband, including illegal Schedule 1 drugs under federal law. Searches of Company or Customer facilities, personal, Customer or Company vehicles and property, such as desks or files, may be conducted at any time, with or without notice. This includes Employee property brought onto the worksite, including purses, backpacks, briefcases, lunchboxes, etc.

Employees are expected to cooperate fully in any such search. An Employee's consent to a search is required as a condition of employment, and the Employee's refusal to consent may result in disciplinary action, up to and including discharge. An Employee's signature on the Handbook acknowledgment is deemed to be consent to this policy. An Employee has no reasonable expectation of privacy in Company-supplied containers, including but not limited to desks, lockers, Company vehicles, credenzas, offices, etc.

Because even a routine search might result in the discovery of an Employee's personal possessions, Employees are encouraged not to bring into the workplace any item of personal property which they do not want to reveal to the Company.

All electronic media provided to Employees for the purpose of transacting Company business, and the data stored on them are and remain Company property. Allied Universal reserves the right to retrieve, read, and review any materials kept on Company electronic media whether personal or otherwise, at any time. Voicemail and e-mail messages may not contain content that may be reasonably considered offensive or disruptive to any Employee. An Employee has no reasonable expectation of privacy in Company or Customer computers, including email systems and in Company or Customer voicemail systems. The Company reserves

the right, at all times, to review and open all e-mails, listen to voice-mails, and otherwise inspect and review the contents of all computers and other electronic devices.

Please note that even when an E-mail message is deleted, it is still possible to retrieve or recreate it; therefore, ultimate privacy of E-mail messages cannot be and is not guaranteed to anyone.

Customer site property is to be used only in the normal execution of your routine job duties and not for personal use at any time or for any reason. This means no unauthorized phone calls from Customer phones, no unauthorized access of internet sites, no unauthorized use of Customer email systems, or any other unauthorized use of Customer or Company property or equipment.

■ Company Sponsored Social Events

Allied Universal may periodically sponsor social activities that are made available to Employees and their immediate families. Participation in any off-duty Company sponsored recreational, athletic or social activity is on a purely voluntary, unpaid basis and is done so at the Employee's own risk. Employees are not required to participate in these activities, and when they occur, they do not constitute a part of any Employee's work-related duties, unless the Company gives notification in writing to the Employee that participation is mandatory. The Company assumes no liability for any injury or accident arising out of any voluntary social event. It is important to remember, therefore, that any injuries or illnesses which result from participation in Company sponsored recreational, athletic or social activities are not covered by workers' compensation insurance.

Employees are advised and expected to refrain from drinking alcoholic beverages or engaging in any other activity to the extent that it would cause him/her to be unfit for the safe operation of a motor vehicle, or to behave in an intoxicated or disorderly manner. If any Employee feels unsafe in driving, the Employee should engage a taxicab to get home safely or ask another person who has not been drinking alcohol for a ride home.

The behavior of all Employees and their guests attending Company sponsored social events is expected to remain professional and appropriate at all times, and to conform to the provisions in the Conduct Guidelines section in this Handbook.

■ Parking Lot

Remember to lock your car if you use the parking lot at your designated work site. Courtesy and common sense in parking will avoid accidents, personal injury, and damage to your vehicle and to the vehicles of other Employees. If you should damage another car while parking or leaving, immediately report the incident, along with the license numbers of both vehicles and any other pertinent information, to your Supervisor or Manager. Allied Universal does not assume any liability for any loss or damages you or your vehicle may sustain.

VII. SEPARATION FROM EMPLOYMENT

Our Philosophy

While we hope both you and the Company will mutually benefit from your employment at Allied Universal, we realize that it may become necessary for you to leave your job at some point. It is our philosophy that your separation from employment is best handled when it is done in an orderly and professional manner, regardless of the circumstances. Our practices are designed to ensure a smooth transition upon your termination of employment.

■ Voluntary Resignations

Although your employment is “at will” and you are therefore free to resign at any time with or without notice, if you anticipate having to resign your position we request (but do not require) that you notify your Supervisor or Human Resources **in writing** at least two (2) weeks in advance of the date that you must leave. This will assist us with an orderly and efficient transfer of your duties. An Employee who has been absent for three (3) consecutive days without notification to their Supervisor or Human Resources will be considered to have abandoned his or her job and will be considered to have voluntarily resigned his or her employment without notice.

You may be asked to sign a Separation Record that states you have received your final paycheck (or specifies when such will be provided to you) and that you have returned all Allied Universal property, including your uniforms. Additionally, we may solicit feedback from you at this time about your experiences working at Allied Universal so that we may continuously improve our working environments.

It is at the Company’s sole discretion whether to allow an Employee who has given notice of resignation to continue working during the notice period or to require the Employee to leave immediately, with or without pay for the notice period.

■ Involuntary Terminations

An involuntary termination is one that is initiated by the Company. Employment is "at-will" in that any Employee can resign or be terminated with or without cause, and with or without notice, at any time, at the option of either Allied Universal or you, except as otherwise provided by law. In the event Allied Universal determines it is necessary to terminate your employment, you will be notified by your Supervisor or Human Resources, we will obtain any Company property within your possession, and we will communicate information to you regarding benefits and your final pay.

■ Final Pay

Final wages will be paid to terminated Employees in accordance with state and federal laws. Where applicable laws regarding timeframes for final payment differ based on the type of termination (voluntary with or

without notice versus involuntary), such payment will be made within the appropriate timeframes. Final payment may be issued via direct deposit, Pay Card or “live” check at the Company’s discretion or as may be required by law.

■ Property Issued by the Company

It is the responsibility of any Employee leaving the Company to return all property issued by the Company at the time of separation, or at any other time as requested during employment. The Company will take all lawful actions available to recover unreturned equipment or uniforms that an Employee fails to return.

As a reminder, all Employees remain bound by the terms and conditions of their Employment Agreement regarding confidential information and must return all confidential information to the Company upon separation. A copy of the Employment Agreement you signed may be provided to you upon termination at your request to ensure you remain clear about your ongoing obligations.

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