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**Notice:**  This is the current version of Spectrum’s Employee Handbook. All previous versions are obsolete in their entirety. In order to ensure version integrity, you are not allowed to copy, publish, reproduce, transmit, upload, print, or distribute the Handbook or its content in any way, either in its entirety, or in portion, without the prior written consent of Spectrum Comm, Inc. It is mandatory that all employees review the Handbook thoroughly. At the conclusion of your review, a link will be provided to a separate Acknowledgement Form. Each employee must execute such form, stating that they have read the Handbook and agree to be bound by its terms. Executed Acknowledgement Forms are to be returned to Spectrum’s Department of Human Resources.
SECTION 1: INTRODUCTORY MATERIAL

1.1 Introduction

Spectrum’s Employee Handbook is designed to acquaint you with Spectrum Comm, Inc. ("Spectrum") and to provide employees with an overview of the policies, procedures and management practices affecting employment with the company. Unless otherwise stated, these policies and practices apply to employees of all Spectrum entities in existence as of the date of this handbook, and those that may begin after its effective date. Our employee handbook describes company policies, outlines many of the responsibilities of each employee and the programs developed by Spectrum to benefit its employees. Each employee should read, understand and comply with the provisions of this handbook.

This employee handbook does not constitute a contract of employment between Spectrum and its employees, whether expressed or implied. No portion of this handbook preempts the doctrine of employment-at-will.

Where applicable, federal and state law supersedes all policies and directives provided herein.

No employee handbook can anticipate every circumstance or question that may arise during the course of employment. The company reserves the right to revise, supplement or rescind any policy(s) or portion(s) of the handbook as it deems appropriate, in its sole discretion. Practically speaking, the employee handbook may not include or reflect changes in policy and practice that may occur after the handbook’s effective date. Spectrum will attempt to notify employees in advance of changes to the handbook and/or policies through official notices and amendments whenever possible. As of its effective date, this employee handbook and its policies take the place of and supersede the policies contained in previous editions of the Spectrum Employee Handbook.

As a matter of policy, the CEO and the President of Spectrum retain the authority to approve changes to company policies, the handbook and/or the company’s employment practices. The CEO has the final say regarding the interpretation of any portion of the employee handbook or company policies.

Questions concerning the content of this employee handbook may be directed to the employee’s immediate supervisor, division head or to the Director of Human Resources. Employees may be apprised of any updates to the information contained in this guide by email, or by viewing the electronic version of this guide on Spectrumnet.

1.2 Employment-At-Will

Employment at Spectrum is voluntarily entered into and each employee is free to resign at will at any time, with or without cause or advance notice. Similarly, Spectrum may terminate the at will employment relationship at any time, with or without advance notice or cause, so long as there is no breach of applicable law. Federal and state laws prohibit retaliation against, including the termination or discharge of, an employee who exercises his/her protected rights. The only exceptions to this...
doctrine of employment-at-will may occur where a written employment contract exists that defines a specific period of employment. Only the Chief Executive Officer or President of the corporation has the authority to enter into employment contracts on behalf of the company.
2.0 Diversity

2.1 Equal Employment Opportunity

Spectrum does not discriminate and governs all employment-related decisions and practices without regard to race, color, religion, sex, national origin, age, disability, sexual orientation, family responsibilities, political affiliation, veteran status or any other status protected by applicable federal, state or local law. This policy governs all aspects of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training.

Any employee with questions or concerns about any type of perceived discrimination in the workplace is encouraged to bring these issues to the attention of his/her supervisor, human resources, or senior management by phone, email or in person as soon as possible. Employees can express their concerns without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. For anonymous reporting, the Ethics Hotline is available to report any and all discrimination.

2.2 Americans with Disabilities Act (ADA) and the ADA Amendments Act (ADAAA)

Spectrum does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

2.3 Anti-Harassment Policy

Harassment of applicants and employees on the basis of race, color, religion, sex, sexual orientation, national origin, age, marital status, disability, or any other status or characteristic protected under applicable law, including sexual harassment (all as defined and protected by applicable law) is unacceptable and will not be tolerated.

Sexual Harassment

Sexual harassment has been defined generally as including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whenever: (1) submission to the conduct is either an explicit or implicit term or condition of employment; (2) an employee's reaction to the conduct is used as a basis for employment decisions affecting that employee; or (3) the conduct has the purpose or effect of interfering with the employee's work performance or creating an intimidating, hostile, or offensive working environment.

No employee or applicant should be subjected to unsolicited and unwelcome sexual overtures, nor should any employee or applicant be led to believe that an employment opportunity or benefit will in any way depend upon "cooperation" of a sexual nature.

Sexual harassment is not limited to demands for sexual favors. It also may include such actions as: (1) sexually-oriented verbal "kidding," "teasing," or "jokes"; (2) repeated offensive sexual flirtations, advances, or propositions; (3) continued or repeated verbal abuse of a sexual nature; (4) graphic or
degrading comments about an individual or his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; and (7) inappropriate physical contact.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature or consensual personal and social relationships which have no discriminatory effect on the employment relationship. It refers to behavior that is not welcome and that is personally intimidating, hostile, or offensive.

**Other Unlawful Harassment**
Harassment on other grounds, including race, color, religion, national origin, age, marital status, or disability is also prohibited. Harassment includes physical and verbal abuse, threats, jokes, and epithets, degrading comments, the display of offensive objects and pictures, and other conduct that the individual might reasonably find to be offensive or threatening.

**Scope of Policy**
This policy prohibiting harassment, whether sexual or of another nature, is not limited to relationships between and among employees and prospective employees but also extends to interaction with clients or customers. No employee shall ever subject any client or prospective client of the company to harassment of any nature, including sexual and that conduct described above. Furthermore, no employee will be required to suffer harassment by any client, vendor, or supplier. Any unwelcome sexual overtures or other forms of harassment advanced by a client, vendor, or supplier should be reported immediately to the Director of Human Resources or to the employee’s supervisor or the Ethics Hotline, (see Complaint Procedure, below).

**Complaint Procedure:** If an employee experiences or witnesses harassment of any kind in the workplace, s/he has an obligation to report it immediately. An employee should report the offensive behavior to his/her supervisor or division head. If either of those people is believed to be the offender, or if the employee is uncomfortable speaking with them for whatever reason, then s/he should contact the Director of Human Resources directly or for anonymity, call the Ethics Hotline at (877) 874-8416 or by visiting [https://ethics.sptrm.com](https://ethics.sptrm.com). Employees can raise concerns and make reports of harassment without fear of reprisal or retaliation. Complaints will be promptly investigated, and if warranted, appropriate action taken to ensure that Spectrum’s positive culture is preserved and that each individual is treated as a respected team member.
SECTION 3: GENERAL EMPLOYMENT

3.1 Employment Eligibility and Citizenship Status

Spectrum employs only U.S. citizens and legal aliens who are authorized to work in the United States. Spectrum does not discriminate on the basis of citizenship or national origin. Each employee, as a condition of employment, must complete the Employment Eligibility and Verification Form (I-9) required by U.S. Citizenship and Immigration Services upon hire and present accepted official documentation establishing both identity and employment eligibility within the United States. Employees may raise questions about immigration law without fear of reprisal.

3.2 Employment Reference Checks

Spectrum reserves the right to check the employment references of all applicants and/or employees. Falsification, misrepresentation or material omission of information relative to work history, past conduct, education or other credentials may be grounds for refusing to hire an applicant, withdrawing of an offer of employment, or for disciplinary action up to and including termination after an individual has become employed.

3.3 Workplace Relationships

Spectrum discourages employees, especially supervisors and their direct or indirect subordinates, from engaging in dating relationships with one another. Employees and independent contractor agents are also discouraged from becoming involved in dating or romantic relationships with each other. Individuals in such relationships should refrain from behavior that distracts themselves or others from their responsibilities. Such behavior includes public displays of affection and extended personal conversations in the workplace.

Close relatives, partners, those in a dating relationship or members of the same household are not permitted to hold positions that have a reporting responsibility to each other. In order to avoid a conflict of interest, Spectrum discourages the hiring of a spouse, close relative, partner, those in a dating relationship, significant other or members of the same household of an employee currently working for the company without the express written approval of the CEO. In order to be considered eligible for employment at Spectrum, the person or situation must meet the following criteria:

- One person may not have authority or practical power to supervise, appoint, remove, or discipline the other.
- One person will not be responsible for auditing the work of the other.
- The individuals may not be placed in a situation of actual or foreseeable conflict between the company’s interest and their own.
- No improper influence or favor can exist, and the protection of corporate confidentiality must be guaranteed.
In the event that above criteria cannot be met, or because of a restructure/job change, Spectrum reserves the right to remove an employee from a position that could conflict with this policy.

Spectrum reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if no direct reporting relationship exists.

3.4 Other Employment

Except where prohibited by written agreement or as described below, employees may hold outside jobs with other employers as long as they continue to meet the Spectrum performance standards of their job. Employees within a particular occupation or job classification will be judged by consistent performance standards and will be subject to Spectrum scheduling demands, regardless of any existing outside work requirements.

If Spectrum determines that an employee’s outside work interferes with his/her performance or ability to meet the job requirements with Spectrum, or poses a safety risk, health threat, or security breach, the employee may be asked to terminate his/her outside employment. Failure to resolve a conflict created by outside employment could result in disciplinary action up to and including termination of employment with Spectrum.

Outside employment that constitutes a conflict of interest (COI) is prohibited. Employees may not receive any income or material gain other than that provided by Spectrum for services rendered while performing their job for Spectrum. Employees are not permitted to use any equipment owned by Spectrum to perform work for any other employer while on duty for the company. Such conduct may result in disciplinary action up to and including termination of employment.

An employee who is offered employment by another company to perform work on a government contract must first receive approval from his/her supervisor, department head and the President, before accepting/engaging in the secondary employment opportunity. This will ensure that no COI exists for Spectrum or our government customer.
SECTION 4: EMPLOYMENT STATUS AND RECORDS

4.1 Employment Classification

Employees at Spectrum are classified as exempt or nonexempt as defined by the Fair Labor Standards Act (FLSA) and as governed by state and federal wage and hour laws. The following is intended to help employees understand the employment classifications, employees’ employment status and eligibility for benefits. These classifications do not guarantee employment for any specified period of time. The right to terminate the employment-at-will relationship at any time for any reason is retained by both the employee and Spectrum.

- **Nonexempt employees** are those whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law’s requirements concerning minimum wage and overtime. They receive overtime pay for hours worked in excess of 40 per week, or as defined by the state law in which they work. As required by law, nonexempt employees may not accrue or receive comp time in lieu of overtime pay.

- **Exempt employees** are generally managers, professional, administrative or technical staff (as defined by the law) who ARE exempt from the minimum wage and overtime provisions of the FLSA. Exempt employees hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor.

Spectrum has established the following categories for both nonexempt and exempt employees, except in cases where a Wage Determination Letter from the federal Department of Labor, governs a particular job classification:

- **Regular, Full-Time:** Employees who are not in a temporary status (as defined below) and who are regularly scheduled to work the company’s full-time schedule of at least 30 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefit program.

- **Regular, Part-Time:** Employees who are not in a temporary status (as defined below) and who are regularly scheduled to work less than the full-time schedule each week. Regular, part-time employees are eligible for some of the benefits offered by the company subject to the terms, conditions and limitations of each benefit program, as follows:

  o Part-time employees working at least 20 hours per week, but less than 30 hours per week, are eligible for PTO and holiday pay at 50% of the full-time employee accrual rate. These employees are not eligible for health benefits, but are eligible to enroll in some voluntary benefits, (see HR for more details).

  o Part-time employees regularly working less than 20 hours per week are not eligible for PTO, holiday pay or health benefits. These employees are eligible to enroll in some voluntary benefits, (see HR for more details).
• **Temporary, Full-Time**: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company’s full-time schedule for a limited duration. Employment beyond any initially stated period, does not in any way imply a change in employment status.

• **Temporary, Part-Time**: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are scheduled to work less than the company’s full-time schedule for a limited duration. Employment beyond any initially stated period, does not in any way imply a change in employment status.

• **Interns**: Employees who are currently enrolled as students in college, technical school or high school. Spectrum’s interns are paid and typically work 10 – 20 hours per week. They are designated to a specific department or business portfolio, performing work relevant to their degree. Interns are considered temporary employees.

Temporary employees and interns are not eligible for company benefits unless specifically deemed eligible according to plan documents.

### 4.2 Employee Personnel Records

Personnel files are the property of Spectrum. A personnel file is created for every Spectrum employee, and includes documents pertaining to the employment relationship, such as the job application or resume, performance appraisals, pay adjustments, and other employment records. Benefits and any HIPAA protected information are maintained in a separate benefits file, away from personnel records. Only managers and supervisory personnel, with a legitimate need-to-know, may review personnel files, and can do so only in the presence of an HR representative (not to include recruiters). Employee files will not leave the possession of the HR Department.

Employees wishing to view their personnel file, should contact Human Resources, providing a 48 hour notice. An employee may review his/her personnel file under the supervision of an HR representative, (not to include recruiters). Employees may not remove items from their personnel files nor make additions to their files without the permission of the HR Director. Contents may not be photocopied without permission by the HR Director, unless obligated by law. An employee may not be accompanied by any outside party when reviewing his/her file, (other than a parent or legal guardian if employee is a minor).

### 4.3 Personal Information Changes

Employees are responsible for ensuring that their personal information is up-to-date at all times. This is accomplished by logging into the ADP Self-Service Portal and updating personal information, including home mailing address, telephone numbers, cell phone numbers, names and phone numbers of dependents (for insurance purposes), and names and phone numbers of emergency contacts. Changes and updates should be made promptly and kept current at all times. **[Please note]**: the company 401(k)
plan and the ESOP are not connected to ADP. Updating one’s address for the 401(k) must be done by contacting hr@sptrm.com. Other changes to the 401(k), including beneficiaries, and updates to one’s ESOP account are accomplished by going directly to each plan’s website.

4.4 Eligibility for Re-Employment

Former Spectrum employees are not automatically eligible for re-employment. In order to be considered for re-employment, former employees must apply via the Careers section of the Spectrum website (www.sptrm.com). If an employee is rehired, s/he does not necessarily retain claim to position or grade previously held on the salary scale prior to termination or resignation.
SECTION 5: COMPENSATION, TIMEKEEPING AND PAY ADMINISTRATION

5.1 Pay Administration

Spectrum’s work weeks run from Monday at 12:00 a.m. through Sunday at 11:59 p.m. Spectrum has two pay periods per month, running from the 1st to the 15th of the month and from the 16th to the last day of the month. Pay days are the 10th and the 25th of the month. If payday falls on a Saturday, a Sunday or a company-recognized holiday, then employees will be paid the work day before.

Per company policy, each employee’s pay is direct deposited into his/her bank account. All changes to an employee’s bank information or tax withholdings are to be handled by the employee via the ADP Self Service Portal: https://portal.adp.com.

5.2 Merit Increases

Merit increases are based on an employee’s performance relative to the requirements of their assigned position but are also contingent upon overall company financial performance and are not guaranteed. A performance review does not always result in a compensation increase.

5.3 Timekeeping Procedures

Spectrum employees are responsible for ensuring the accurate recording of their time worked and presence for duty Spectrum employees, both non-exempt and exempt, are required to keep track of hours worked by completing their timesheet on a daily basis. This is a DCAA requirement and failure to comply will result in disciplinary action, up to and including termination. Timesheets are maintained in the timekeeping system and allow employees to record hours worked and allocate their time to specific projects/programs. Each employee maintains his/her personal timesheet, ensuring that time is accurately recorded and submitted at the end of each payroll period. All time spent on a particular task must be charged to that specific task and not, under any circumstances, to another task.

Each timesheet is required to be certified correct by the employee and the employee’s immediate supervisor or a designated approver. Falsification of one’s timesheet is grounds for disciplinary action, up to and including termination of employment.

It is the employee’s responsibility to ensure that his/her timesheet is turned in on time, even if s/he is on leave, out sick, traveling or absent for any other reason. Failure to turn in a timesheet could result in disciplinary action. It is strictly forbidden to record time worked in advance. Recording PTO and holidays in advance is allowed and encouraged if an employee anticipates being out of the office at the end of a pay cycle.

Please consult the Timekeeping Policy found on Spectrumnet for specific procedures and timesheet due dates. Compliance audits of timecards and timekeeping policies are conducted periodically by the management team.
5.4 Separation of Employment and Final Pay

Employees who voluntarily terminate their employment should give Spectrum at least two weeks’ advance, written notice. For managers, department heads and executives, four (4) weeks’ notice is preferred. When an employee gives notice, Spectrum reserves the right to determine the employee’s last scheduled work day.

Spectrum may choose to terminate the employee prior to the end of the two week notice based upon contract needs and the best interests of the customer and/or company.

In the event of termination of employment, voluntarily or involuntarily, an employee’s final paycheck will be issued according to federal and state regulations regarding final pay. Holidays are forfeited and PTO is paid out at 100% of the accrued hours to date, multiplied by the employee’s current hourly rate, and taxed according to federal and state regulations. Where applicable, PTO cannot be “run out” during the last weeks of employment. The use of PTO during the last two (2) weeks of employment requires the approval of the Director of Human Resources.

Upon notice of separation of employment, HR will provide the employee with out-processing information. If the employee has a security clearance, s/he will meet with the FSO on his/her last day of work for a security debriefing. Employees must return all customer and/or company property, (e.g., government issued Common Access Cards, computers, building keys, base passes, travel and telephone cards, etc.) to their supervisor on the last day of work. If this equipment/property is not returned, its replacement cost will be deducted from the employee’s final paycheck to the extent allowable by law. Spectrum may also take legal action to recover its unreturned property.
SECTION 6: EMPLOYEE CONDUCT

6.1 Standards of Conduct

To ensure orderly operations and provide for the best possible working environment and relations, the company expects its employees’ performance, conduct and decision-making to be guided by high standards and ethics that will protect the interests and well-being of all individuals and the organization. With regard to inter-personal relationships with coworkers, management, customers and anyone in contact with Spectrum, Spectrum employees should always be polite and professional. Honesty and decency should guide communications, and professional ethics are to shape decisions and judgments. Spectrum’s Ethics Program (described below and accessible at http://ethics.sptrm.com), provides guidance on expectations and actions associated with maintaining this high ethical standard.

Certain conduct or behaviors run contrary to our high standards. While it is not possible to list them all, the following are examples of misconduct or unacceptable workplace behavior that may result in disciplinary action, up to and including immediate termination of employment:

- Negligent or improper conduct that is, or potentially could be, harmful or damaging to oneself, fellow employees, co-workers or Spectrum’s customer;
- Engaging in acts of dishonesty, fraud, theft or sabotage;
- Falsification or misrepresentation of an employment application, resume, timecard, expense account, or other Spectrum or government records;
- Theft or unauthorized possession of property belonging to someone else or the company;
- Chronic or excessive absenteeism or tardiness;
- Any single absence without reasonable notice or explanation;
- Leaving the job without authorization;
- With respect to one’s assigned job duties and responsibilities, insubordination, refusal to comply with instructions, refusal to follow directions, or failure to perform an assigned task;
- Misuse of, tampering with, or damaging/destroying Spectrum, customer or fellow employees’ property;
- Unlawful harassment (including direct or indirect threats; or abusive, profane, vulgar, coercive or retaliatory conduct or language), which creates an intimidating, hostile or offensive work environment and has the purpose or effect of unreasonable interference with the work performance of a fellow employee, customer or visitor;
- Fighting, encouraging a fight, wrestling or other intentionally aggressive behavior;
- Possession of firearms, explosives or weapons of any kind;
- Whether on or off duty, the unauthorized use, sale, transfer, manufacture or possession of illegal drugs, chemicals, or other controlled substances;
- While on duty, being under the influence of alcohol or any other controlled substance that significantly impairs one’s motor skills and/or cognitive abilities;
- Engaging in conduct, that is considered harmful to the reputation of Spectrum’s employees, customers or anyone in contact with the company.
6.2 Business Ethics Program (BEP)

Spectrum is committed to maintaining an ethical business and workplace and has established the Business Ethics Program (BEP) to guide actions, daily work, and business relations. The BEP does not address every situation that may arise, but it establishes acceptable protocols and a framework to resolve challenges that may surface as the company continues to grow. The entire Business Ethics Program can be found online at http://ethics.sptrm.com. The Ethics Portal is accessible at any time from any mobile device and employees are encouraged to visit it often as questions arise.

It is the intention of management that every employee, no matter their position, work location, or length of employment at Spectrum, takes an active role in ensuring the highest ethical standards are reflected in all aspects of doing business. Therefore, every employee must read Spectrum’s Ethics Code of Conduct and Ethics Policy, and understand what it means to work as a representative of Spectrum. Each employee is personally responsible for knowing and adhering to all policies related to ethical standards at Spectrum.

As necessary, employees can and should request assistance and discuss any concerns with their supervisor, others in the chain of command, the HR Director, and/or the Ethics Officer.

6.3 Performance Management

Employees and managers share responsibility for effective performance management in a proactive and collaborative manner. Managers are expected to share their departmental vision and performance expectations with employees and provide ongoing, clear and objective feedback, including course corrections throughout the review period. Employees can actively participate in managing their performance and career development, by developing their initiatives (in collaboration with their managers), demonstrating key skill competencies, monitoring and assessing their own performance, and pursuing career development opportunities. Formal performance management is provided as follows:

- **Initial Goal Setting:** During the first month of employment, many managers will meet one-on-one with their new employee and take the opportunity to establish expectations for successful job performance and to set goals for the upcoming year.

- **Job Description:** All new employees are given a job description to ensure that their job duties and responsibilities are clearly articulated, that expectations are understood, and that contract requirements (if applicable) as described in the PWS are met. Since job duties change and roles evolve over time, employees are required to review and update their job description annually, in partnership with their manager, as part of the annual performance review process.

- **Spectrum Resume:** Employees are required to create a resume in the Spectrum format. Resumes are housed in a central database and primarily used for business development purposes. Employees are responsible for updating their resume annually. All instructions for completing these requirements are communicated from Human Resources.
• **Annual Performance Review:** Performance appraisals are conducted annually, coinciding with the quarter in which the employee’s anniversary date falls. Prior to the appraisal, employees must update their Spectrum resume, as well as ensure that annual training requirements have been met. Upon completion of these actions, Human Resources notifies the manager and initiates the appraisal process. The manager will schedule the appraisal meeting with the employee, preferably in person, or via VTC, if possible. The performance appraisal will be discussed, and both the employee and manager will sign off on the final document to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluations are retained in the employee’s personnel file.

6.4 **Performance Improvement Coaching**

The intent of performance improvement coaching is to provide timely "course corrections," resulting in a "win-win" situation for the employee, manager, department and Spectrum. This coaching should begin as soon as a manager determines that employee performance has declined from previously established standards. Elements of performance improvement coaching will include corrective feedback, a performance improvement plan (“PIP”), and may or may not include a verbal or written warning. Just as positive feedback should be provided on an ongoing basis, corrective feedback should be provided whenever a manager and employee discuss performance shortcomings and develop solutions to successfully resolve the issues. These discussions are documented to ensure that issues are clearly discussed, objective examples are provided and solutions are identified.

When corrective feedback does not result in sustained and improved performance, a further PIP may be necessary. Performance that is, or remains, below management’s expectations may result in disciplinary action or termination of employment. Managers can find PIP forms on Spectrumnet and should contact Human Resources for further information and guidance on implementation.

6.5 **Disciplinary Actions**

[Please note: The following section pertains to disciplinary actions for most misconduct, however, security violations are addressed by using the Graduated Scale of Disciplinary Actions (“GSDA”), which is described in Section 6.14, below.]

When administering discipline for inappropriate conduct, violations of work rules, or unsatisfactory performance or service, Spectrum aims to do so equitably and constructively. The purpose of disciplinary action is to correct the problem, prevent recurrence and restore the employee to satisfactory performance so s/he may function as an effective member of the team.

Disciplinary action, documented in the personnel file, may take the form of the following measures:
- Verbal Warning, (more formal than counseling and includes a “note to file,”)
- Written Warning
- Suspension / Final Warning
- Termination
Depending on the severity of the misconduct/unsatisfactory performance, the frequency of instances and the cumulative pattern of behavior, discipline may be initiated at any one of the above steps. Spectrum recognizes that certain situations are serious enough to justify suspension or termination of employment without following the formal disciplinary process outlined above. Counseling and disciplinary action will be administered without regard to an individual’s color, race, sex, religion, national origin, age, disability or other protected status.

Discussing and resolving issues promptly and fairly promotes a healthy work environment, and will ultimately contribute to Spectrum's success. From time to time, issues may arise that are not satisfactorily resolved through open communication. A more formal alternative, the Internal Problem Resolution Process (described in the next section), is available for these situations.

### 6.6 Internal Problem Resolution Process

The Internal Problem Resolution Process (IPRP) is designed to ensure that issues receive thorough consideration, and that solutions reached are consistent with Spectrum’s values, culture, and policies.

Employees are encouraged to first raise issues with their immediate supervisor and give him/her the opportunity to respond. Employees need to arrange the initial meeting with their manager and present the issue clearly, completely and constructively. All relevant information and documentation needs to be provided by the employee to the manager during this meeting.

Managers are responsible for considering the employee’s issue, attempting to reach a resolution quickly, and communicating the reason and rationale for the decision back to the employee. The simplest and most satisfactory solution will usually be achieved at this point in the process. Managers are required to immediately report any allegations of unlawful harassment to Human Resources for investigation.

Managers cannot promise complete confidentiality prior to understanding the nature of a complaint. This requirement applies to allegations of unlawful harassment made by employees (whether within the manager’s organization or not) and non-employees (including customers, vendors, job applicants, independent contractors and/or temporary employees).

No employee will be penalized, formally or informally, for voicing a concern, complaint or criticism with the company in a reasonable, business-like manner, through the appropriate channels as outlined in the steps below:

**Step 1: Supervisor**

If an employee believes that a condition of employment or a decision affecting him/her is inequitable or inconsistent with policy or practice, s/he is encouraged to first address it with his/her supervisor. If circumstances make it inappropriate to initiate the complaint with this person, the employee may begin at the next level.
Step 2: Division/Department Head
An employee may appeal his/her supervisor’s decision to the division/department head for further review. If this is not a viable option, proceeding to Step 3 is acceptable.

Step 3: Director of Human Resources
An employee may appeal an unfavorable decision to the Director of Human Resources for further review. If this person is an employee’s direct supervisor, the employee may appeal directly to the next level of authority.

Step 4: President
As a final step toward problem resolution, an employee may present an appeal directly to the President. Such appeals are to be made in writing and should be specific in nature. The President’s decision is final.

Not every problem can be resolved to everyone’s satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence can be impeded and communication could be guarded when outside parties and representatives become involved in internal grievances. Therefore, Spectrum reserves the right to allow outside parties in its internal grievance and problem resolution processes.

Grievances submitted through the IPRP should be made in writing, preferably within ten (10) business days following the decision or incident to be reviewed. At each step of the above IPRP, management will attempt to respond within five (5) business days.

6.7 Non-Disclosure Agreements
All employees are required to sign a general non-disclosure agreement (NDA) as a condition of employment. Some direct-charge employees will be required to sign an additional NDA specific to their contract work. Any employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if s/he does not actually benefit from the disclosed information.

Spectrum employees must receive corporate approval prior to signing any non-disclosure agreements with another company.

6.8 Export Management and Compliance Program (EMCP)
All Export Control matters, including the sharing of data with foreign nationals, shall be done in accordance with U.S. export laws and regulations, including the Export Administration Regulations (“EAR”) and the International Traffic Arms Regulations (“ITAR”). Spectrum’s EMCP is updated annually. The official hard copy of the EMCP handbook is maintained at Spectrum’s Corporate Office, located at One Bayport Way, Suite 300, Newport News, Virginia 23606; and, a soft copy can be found on Spectrumnet. It is Spectrum’s expectation that each employee understands the standards set forth in the EMCP and the importance of adhering to these standards during the daily course of business. Failure to do so could result in disciplinary action, up to and including termination of employment.
6.9 Drug and Alcohol Use

Spectrum prohibits employees from working under the influence of illegal drugs, alcohol and/or legally prescribed medications that may cause impairment.

While on Spectrum premises, while traveling on company business, or while conducting job-related activities offsite, no employee may use, possess, distribute, sell or be under the influence of alcohol (with certain exceptions listed below), or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee’s ability to perform his/her job duties effectively and in a safe manner that does not endanger him/her or other employees. To ensure a drug-free workplace, Spectrum has established a screening program and may require an employee to submit to screenings or exams to test for illegal drug use and/or unauthorized consumption of alcohol. Drug and alcohol screenings may be performed prior to starting work, for reasonable suspicion, post-accident (following on-the-job injuries or incidents) or to enforce contract or statutory requirements. All tests returning a positive result indicating the presence of illegal or unauthorized drugs and alcohol will be confirmed using the services of a contracted occupational health physician serving as a Medical Review Officer.

Employees believed to be impaired or under the influence of drugs or alcohol will be subject to a drug and/or alcohol screen and suspended from work (without pay) pending the results of that screen. An employee may be asked to allow the company or law enforcement officials to search his/her belongings when the presence of drugs or alcohol is suspected. Refusing to permit a search or otherwise failing to aid in an investigation into possible unauthorized or illegal drug or alcohol use may result in disciplinary action up to and including immediate termination. Anyone found to be in possession of illegal drugs or unauthorized alcohol will also be subject to disciplinary measures, including immediate termination from employment. Violators may also be subject to criminal prosecution.

There may be occasions where the company will provide alcoholic beverages in conjunction with certain social functions such as seasonal parties, open houses, employee recognition celebrations and other functions. Also, management employees may, from time to time, be required to entertain vendors, clients and others, as part of doing business, where alcoholic beverages may be available. Employees of legal drinking age who consume alcoholic beverages at such functions or business meetings should do so responsibly and not in excess. Excess is considered any amount that impairs an employee’s ability or judgment, or reflects negatively on the company, including but not limited to the levels of intoxications set by the various states and localities as being under the influence. Employees are prohibited from consuming alcoholic beverages when they are on duty or if they are scheduled to be on duty following the function. Alcohol may not be consumed or permitted in unsealed containers on company premises without prior approval from the employee’s director.

6.10 Cell Phones and Texting While Driving Policy

Employees who carry their own cell phones or mobile devices to work for personal use are not to allow them to interfere with the performance of their duties at work or distract from safe work practices.
Unless agreed to by management, employees are not reimbursed for the use of their cell phones to conduct company business. Spectrum requires that all employees furnish the company with an updated contact phone number where they can be reached during non-duty hours or when working remotely or on leave/PTO.

Spectrum adheres to a “No Texting While Driving” policy. While on company business, if an employee is driving, (i.e., operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign or otherwise), s/he is prohibited from sending, viewing or reading text messages on a cell phone, (company-issued or personal). For the safety of the employee and other drivers, Spectrum enforces the practices of either waiting until travel has ceased, or pulling to the side or off of the road where the vehicle is parked in a stationary position, (with or without the motor running).

6.11 Attendance and Punctuality

Spectrum expects employees to be punctual and reliable in their attendance. Employees are expected to report to work ready to begin their duties by the scheduled start of their shift and to remain on the job until their shift has been completed. If an employee realizes that s/he will be late to work and unable to start at the scheduled time, s/he should notify his/her supervisor or appropriate manager as soon as possible, preferably no later than thirty (30) minutes before the scheduled start of their shift. Employees who fail to notify management in advance of late arrival or absence, or who leave work early without authorization, will be in violation of Spectrum’s attendance standards.

Employees who are absent for three (3) or more days due to illness or medical reasons may be required to provide the company with medical certification of the absence and medical clearance to return to work. Spectrum may request that the employee provide medical proof of fitness for duty if it is believed that s/he is physically or mentally unable to perform the essential functions of his/her job.

Repeated incidents of absence or tardiness without appropriate notice or acceptable excuse may result in disciplinary action, up to and including termination of employment. Likewise, a pattern of excused absences or tardiness with appropriate notice may be considered excessive and may lead to disciplinary action, up to and including termination of employment. Furthermore, a single unannounced absence without explanation (i.e. a no call – no show) is grounds for immediate discharge. Reliable attendance by employees is a rightful expectation of Spectrum.

6.12 Dress Code and Personal Appearance

Definitions:

- **Casual Friday**: Fridays are considered a casual dress day in which the dress code is relaxed. Spectrum employees may wear jeans to work and are encouraged to wear their red Spectrum golf shirt in support of our troops.
- **Business Attire**: As opposed to casual dress, business attire is worn in an office or business environment and includes both professional and business casual clothing options.
• **Professional Dress**: Business attire that is more formal in nature. Examples include suits, shirt and tie; or, jacket, with a collared shirt and dress pants or a professional dress or skirt.

• **Business Casual**: Business attire that is more relaxed in nature. Examples include casual dresses and khaki pants, Capri pants, and golf shirts.

• **Leadership**: For the purposes of this Dress Code Policy, leadership includes managers, supervisors, team leads and all others appointed by Spectrum to act in a supervisory function.

In order to maintain a professional atmosphere and appearance all employees are expected to report to work in appropriate attire suitable for their position, the work that they perform, their supervisor’s instructions and the company’s general guidelines. Dress, grooming and personal cleanliness contribute to a professional image, customer confidence, safety, employee morale and the quality of the work environment. Employees are expected to present a clean, neat and tasteful appearance.

Overall, Spectrum follows a business attire dress code. Employees should be cognizant of their daily responsibilities and obligations, and dress appropriately. Professional dress and business casual are both acceptable choices, depending on one’s activities. Jeans may only be worn on Casual Fridays, however if an employee has visitors scheduled, or knows that visitors will be at Spectrum offices on a casual dress day, s/he should dress appropriately (as defined below), ready to represent Spectrum. In general, all employees should adhere to the following:

• Clothing should be clean, neat and occupationally appropriate;

• Hair, including mustaches and beards, must be clean, trimmed, and neat;

• Jewelry should not be restrictive, potentially hazardous, unusually placed or excessive;

• Acceptable standards of personal hygiene and appearance should be practiced daily;

• No articles of clothing should display messages containing profanity, vulgarity, or hateful or insensitive remarks.

The following types of clothing are considered inappropriate for the workplace (“Inappropriate Attire”) and should not be worn to work:

• Shorts of any style

• Miniskirts

• Denim and/or jeans, except on Casual Fridays

• Halter tops, tank tops, casual t-shirts, and casual flip-flops

• Work-out clothes, sweat pants, sweat shirts, etc.

**Exceptions to Inappropriate Attire:**

• Changing into off-duty clothing or work-out attire immediately prior to leaving the office is acceptable.

• When making brief stops in the office on a day off or travel day, wearing casual clothing is acceptable.

Leadership is responsible for judging the reasonableness or appropriateness of employees’ dress given an individual’s position, duties and worksite. Based on these guidelines, if a manager or supervisor determines that an employee’s appearance is inappropriate, that individual may be asked to leave the workplace, possibly without pay, to return when he or she is properly dressed or groomed.
For Spectrum Employees Working at Customer Sites: Employees who regularly work at customer locations must adhere to customer dress guidelines. These may include professional business or business casual attire, dependent upon office practices. Some Spectrum employees support operational or mission requirements, which require specific work/utility dress suitable for that job or mission. In these cases, a job-specific or contract-required dress code should be followed. When no published or verbal guidelines from the customer exist, Spectrum employees are expected to represent the company professionally, as described in the above policy.

6.13 Non-Work-Related Solicitation, Distribution and Donation Requests

Employees may not solicit or distribute leaflets, literature or printed material concerning non-work-related outside interests, events and organizations, including political groups or causes, to other employees, except when protected by law.

Employees requesting Spectrum's support and/or monetary donations for a particular cause or nonprofit organization should route requests through the Spectrum Foundation. Additional information about the Foundation and this process are located on the Foundation website at http://foundation.sptrm.com/.

6.14 Security Violation Graduated Scale of Disciplinary Actions (GSDA) Policy

The Security Violation GSDA policy is supplemental to the Employee Handbook and establishes progressive disciplinary actions involving violations of the National Industrial Security Program Operating Manual (NISPOM) rules and regulations. The Security Violation GSDA does not address every situation that might arise, but it establishes a framework to address, correct, and prevent future violations through security education, counseling, and warnings. The Security Violation GSDA policy can be found online through Spectrumnet at the FSO Page Policies and Procedures.

It is the intention of management that every employee, no matter the position, work location, or length of employment at Spectrum, takes an active role in his/her security education and in preventing the unauthorized disclosure of our nation’s classified information. Each employee, whether holding a U.S. government clearance or working in a sensitive position, is personally responsible for knowing and adhering to all policies related to security rules and regulations associated with his/her job description. As necessary, employees can and should request assistance from and discuss any concerns with their supervisor, and/or the Facility Security Officer.
SECTION 7: SAFETY AND EMPLOYEE HEALTH

7.1 Safety

Spectrum has an obligation under the federal Occupational Safety and Health Act (OSHA) and related state law to provide, to the extent possible, a workplace and working conditions that are free from recognized hazards and to take measures to prevent job-related injuries and illnesses. Given the largely non-manual nature of our business and our work environment, the risk of acquiring an occupational injury or illness is reduced. Nevertheless, Spectrum informs employees of known safety hazards, identifies potential work-related risks, provides for personal protective equipment where applicable and promotes awareness.

Employees should become familiar with the location of all exits, alarms, extinguishers and first aid kits within their place of work.

Each employee is expected to obey safety rules and to exercise caution in all work activities. If an employee becomes aware of any unsafe condition or practice, s/he should take action to safeguard others, correct the danger (if possible) and notify an appropriate management representative. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

7.2 Work-Related Injuries

In the unfortunate event of a work-related illness or injury, employees should notify their supervisor or manager immediately, regardless of how insignificant the injury or illness may appear to be. In the event of a serious or life-threatening injury, an employee should seek emergency medical care at the nearest emergency room or call 9-1-1. Notify Spectrum within twenty-four (24) hours or by the next business day. A first report of accident required by our workers’ compensation insurance carrier will be initiated by Human Resources. Failure to properly report an accident or exposure in a timely fashion could result in the denial of workers’ compensation benefits. For more information on workers’ compensation, please review the Benefits Section of this handbook.
SECTION 8: WORK RULES AND CONDITIONS

8.1 Non-Smoking Policy

Spectrum facilities and offices are designated as smoke-free workplaces. All persons are prohibited from smoking, except in designated outdoor areas as defined by building management and must be alert to safety hazards associated with smoking near flammable or explosive materials. Employees choosing to smoke while at work may do so on their supervisor-approved breaks. Smoking-related debris is to be disposed of properly and neatly. This policy pertains to electronic smoking devices as well.

8.2 Severe Weather / Emergency Closings Policy

When severe weather threatens, employees should allow themselves additional travel time in order to ensure an on-time arrival for the start of their scheduled work day. When in doubt, employees can contact their supervisor for guidance. Employees believing travel to be unsafe should contact their supervisor as soon as possible. In most instances, a liberal leave policy will be followed. Liberal leave is defined as follows: If an employee believes that travel to work is not safe, but the office is open for business, then s/he can opt to not travel in and use PTO.

Office, Facility or Base Closings: Some Spectrum employees are assigned to specific government or other company (non-Spectrum) facilities for their primary work location. If such facility or primary work location is closed or inaccessible due to weather, Spectrum employees are not expected to report for work or remain past the announced closing time. If an alternate work location is open and accessible, employees are expected to report to and work from that facility or work from home, if possible, and if allowed by the contract and/or customer. In situations when an employee is not able to work due to facility closure, non-exempt/hourly employees can use PTO, if desired. Exempt employees will be paid according to regular pay practices and FLSA statutes. For employees understood to be serving as “Mission Essential Personnel,” as defined by the customer or contract, and who are already on-duty when severe weather or other disaster strikes may be required to remain on-duty beyond the end of their scheduled work day to ensure adequate coverage of business and/or contractual obligations.

8.3 Firearms and Other Weapons

Spectrum does not permit any employee to bring firearms or weapons, concealed or otherwise, onto its premises at any time, regardless of whether or not they are on or off duty. Persons, other than authorized security personnel, found to be carrying or stowing a firearm or weapon on the company property, or any employee found to be threatening the use of weapons as a means of intimidating other individuals, will be subject to immediate termination and possible criminal prosecution.
8.4  Work Space Security/Safety Responsibilities

Spectrum employees shall ensure all obvious security/fire/safety hazards are eliminated or reported to the FSO or the Facility Manager (FM).

8.5  Investigations and Searches

All company owned or leased buildings, offices, desks, lockers, vehicles and storage areas are subject to search by Spectrum or its designated agents at any time for any reason. Likewise, individual employees may be asked to permit a search of their automobiles, bags, packages or belongings in conjunction with a search for monies, materials, or substances where reasonable suspicion arises. Searches may be conducted by company representatives, outside investigators or law enforcement officers at Spectrum’s discretion. The company expects its employees to cooperate fully with investigations, including those initiated by law enforcement agencies. Employees who fail to cooperate with an internal or external investigation may be subject to disciplinary action, up to and including termination of employment.

8.6  Personal Belongings

Spectrum assumes no responsibility for the loss, theft, or destruction of employees’ personal property occurring on company premises or off-site locations. Employees are strongly encouraged to store their personal belongings securely and out of sight. Employees who do store their belongings in the office should understand that management reserves the right to enter desks, cabinets, and files as needed to conduct business and investigate possible wrongdoing.

8.7  Corporate Travel

Most travel conducted by Spectrum employees is at the expense of our customer(s). Therefore, it is incumbent upon us to be wise stewards of their travel dollars. Spectrum is liable to our customers in following any rules, regulations, or guidelines they might impose. Government travel is regulated by the Joint Travel Regulations (JTR) which is very directive. Spectrum has chosen to apply JTR guidelines to all travel, even that not reimbursed by a government customer. The travel policy, corresponding procedures and training manual are located on Spectrumnet. All information regarding rules and reimbursements can be found there.

8.8  Appearance Release Policy

Spectrum employees and their family members and guests are subject to being photographed at corporate offices, events and activities. Attendance at such constitutes the granting to Spectrum the right to use the name, and/or one or more images, portraits, pictures, photographs, video and audio recordings of said individual ("Appearances"), or reproductions or derivatives of the same, in any form for communication, and/or promotion purposes and/or any other use. Additionally, attendance at such constitutes the agreement that all such Appearances thereof, and all plates, negatives, recorded media,
and digital files shall remain the property of Spectrum, unless otherwise noted. Contact your Human Resources representative with any questions or concerns related to this policy.

8.9 Corporate Communications With Employees

The corporate staff uses several methods to communicate with Spectrum employees. Since many employees live and work at locations remote to the corporate office, ensuring that important information is successfully conveyed to all employees is imperative to our business success. Following is a list of the communication methods used. Employees are expected to become familiar with each method. Ensuring that information and messages are received/retrieved in a timely manner is the employee’s responsibility.

- **Spectrum Email**: All employees are issued their own, individual Spectrum email account, (i.e., [John.Doe@sptrm.com](mailto:John.Doe@sptrm.com)). Employees are required to check this account daily during the work week. Failure to do so could result in disciplinary action, as well as missing vital communication.

- **Spectrumnet**: The company intranet, Spectrumnet, connects each employee to all things “Spectrum.” News about the company’s activities, contests, job openings and other information is updated regularly, so visiting this site on a regular basis is encouraged.

- **Supergram**: An email message sent from our CEO or COO to senior managers. Content typically includes operational information that some or all employees need to know, such as policy revisions. Senior managers are required to review the information and disseminate to their teams as appropriate, with the communication method they feel is most appropriate.

- **Vision Flash**: An email message sent from our CEO to all employees containing important updates on the company or calls to action. Topics range from contract wins to the announcement of our quarterly Vision Huddle being posted on Spectrumnet for viewing.

- **Vision Huddle**: A quarterly meeting presented by our CEO. This quick 30 minute (or less) meeting is open to all employees to attend, either in person or via VTC/Spectrumnet. Since information is Spectrum proprietary, it should not be viewed/listened to on customer and/or government site equipment. Employees are encouraged to participate in the following ways: viewing via VTC software that can be downloaded to their corporate or personal computer; dialing in to hear the presentation, viewing the presentation on Spectrumnet (posted within 48 hours from the Huddle date). Employees are incentivized to participate with a prize wheel drawing that boasts prizes with a typical value of $500 or more. If your employee number is drawn during the huddle, and you respond within 48 hours from the Huddle being posted on Spectrumnet, the prize is yours!
• **State of the Corporation**: An annual presentation by our CEO. All employees are strongly encouraged to tune in to understand our successes and challenges of the past year and hear what’s expected for the coming year.

• **Spectrum Newsletter, “The Full Spectrum”**: The company electronic newsletter is issued monthly and available for viewing on Spectrumnet. Articles are contributed by the employee population, with regular features from the corporate departments. All employees are encouraged to read the newsletter in order to stay up-to-date on corporate direction, strategy, employee recognition and other happenings in and around the company. Each newsletter provides an opportunity for a prize give-away.
**SECTION 9: EMPLOYEE BENEFITS**

**9.1 Eligibility**

Typically, full-time employees, working 30 hours or more per week, are eligible to participate in the group health and welfare benefit plans. Coverage under these plans becomes effective on the first day of the month following the date of employment or placement in an eligible job classification, (i.e., regular, fulltime; unless otherwise stated in a Department of Labor Wage Determination Letter). [Please see Section 9.10 below for specific guidance on employee eligibility for health insurance coverage, as directed by the Affordable Care Act.]

Short-term disability coverage begins on the first of the month following 90 days of employment.

The company also offers voluntary benefits with broader eligibility criteria, allowing part-time employees and interns to participate. Employees should review the plan summary information available on the Benefits Portal located on Spectrumnet for full details and eligibility.

All employees, regardless of status, are eligible to participate in the 401(k) retirement plan.

**9.2 Employee Benefits General Information**

Participation in benefit programs may require payments or permit contributions by eligible employees. The benefit carriers, plan design, benefit offerings and premiums associated with group insurance plans are subject to change, amendment or discontinuation. Employees will be provided with written notification of adjustments to the company’s benefits programs in advance of any changes.

Employees may enroll in and make changes to their enrollment in group plans only during the open enrollment period, unless a qualifying event occurs (to include, but not limited to: marriage, divorce, loss/gain of other coverage, birth/adoption of a child, or death of a dependent). Please ask your HR Representative for a full list of qualifying events.

For a full list of benefits offered, details and costs associated with each please see the list of benefits and summary materials on the Benefits Portal located on Spectrumnet.

**9.3 401(k) Retirement Plan**

Each employee is eligible to enroll in the Spectrum 401(k) plan. Employees are automatically enrolled to contribute 3% of their compensation, unless changed or “opted out” by the employee. Contributions are elective by dollar amounts, with limits set by the federal government. Eligibility begins on the 1st of the month following the employment start date. Spectrum matches employee contributions dollar for dollar, up to 3% of the employee’s compensation. Employer contributions are made with each pay period and employees are vested at 100% automatically. For more details on the 401(k) plan, please ask your HR Representative and/or visit the Benefits Portal on Spectrumnet.
9.4   Tuition Assistance Program

The employee Tuition Assistance Program (“TAP”) has been developed to help Spectrum employees maintain or improve the skills they need to perform their jobs. Fulltime employees, who have completed 90 days of employment with Spectrum may request tuition reimbursement for traditional forms of education such as undergraduate and graduate courses offered by accredited colleges or universities. The course(s) must be related to the employee's current or anticipated future position at Spectrum as determined by his/her manager.

Full details about the program and how to obtain approval for reimbursement are detailed in the TAP Policy and posted on the HR page of Spectrumnet.

9.5   Workers’ Compensation Insurance

Spectrum provides workers’ compensation insurance coverage to employees from the first date of employment. This program covers injury or illness sustained in the course of employment and arising from an individual’s job-related duties that requires medical, surgical, or hospital treatment or involves lost time from work. Employees who sustain work-related injuries or illnesses must inform their supervisor immediately. Failure to do so may disqualify an employee from receiving workers’ compensation benefits.

For more information about the coverage or how to file a claim, please speak with your Human Resources Representative.

9.6   Fitness Club Membership

Spectrum has corporate rates available with several fitness clubs located near its office locations throughout the United States. The discounts and benefits vary dependent upon the provider. For more information and a list of current fitness centers, please ask your HR Representative.

9.7   Employment Anniversary Recognition

In recognition of employment milestones and in appreciation of an employee’s continuing contributions, Spectrum highlights one (1) year, five (5) year, ten (10) year and fifteen (15) year service awards. Upon reaching each employment anniversary, the employee is presented with an award at the quarterly Vision Huddle.

9.8   Employee Assistance Plan (EAP)

Through the Employee Assistance Plan (EAP), Spectrum provides confidential access to professional counseling services. The EAP, available to all full-time employees and their immediate family members, offers problem assessment, short-term counseling and referral to appropriate professional services.
This program is designed to be strictly confidential and safeguard an employee’s privacy and rights. Spectrum cannot gain access to the details of employee participation in the program.

For more information on this benefit, plan details and access information, please visit the Human Resources section of Spectrumnet and click on the “Employee Assistance Plan” link. General questions can be directed to Human Resources.

9.9 Continuation of Health Insurance Coverage (COBRA)

In compliance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), Spectrum offers employees and/or their covered dependents the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would terminate.

The continuation coverage will be identical to the coverage provided for active company employees and their covered dependents. An affected employee or covered dependent does not have to show that he or she is insurable to elect continuation coverage. Persons who are not covered under the plan on the day before the "qualifying event" are not eligible for continuation coverage.

If an employee and/or an employee's covered dependents do not elect to continue coverage and pay the required cost within the time period described below, all plan coverage will terminate on the date of the qualifying event, or according to plan specifications.

An employee and/or an employee's covered dependents will have the right to elect continuation coverage for a maximum period of 18 months upon the occurrence of one of the following situations or "qualifying events":

- The termination of an employee’s employment for any reason (including voluntary resignation or retirement) except for gross misconduct; or
- The reduction of an employee’s hours to a level where the employee is no longer eligible for coverage under the plan.

A covered dependent will have the right to elect continuation coverage for a maximum period of 36 months upon the occurrence of one of the following situations or "qualifying events":

- The death of the employee, spouse or parent; or
- The divorce or legal separation of the employee and the covered dependent-spouse; or
- The divorce or legal separation of the employee who is the parent of a covered dependent child; or
- The employee-spouse or parent becomes eligible for Medicare; or
- A covered child is no longer eligible as a dependent, i.e., a child attains age 26 or is no longer dependent upon the employee for principal support.

If a covered dependent's coverage has been extended for up to 18 months because of an employee's termination or reduction of hours, and a second "qualifying event" occurs as described above during the period for which continuation coverage is effective, the covered dependent is eligible for an extension of
continuation coverage, but in no event may the continuation coverage period with respect to all such "qualifying events" exceed 36 months.

Under COBRA, an employee or an employee's covered dependent has the responsibility to inform the Human Resources Department of a divorce, legal separation, or a child losing dependent status under the plan, as described above. An employee must notify the Human Resources Department and elect continuation coverage no later than 60 days after one of these events occurs; otherwise, the right to continuation coverage will be lost.

Spectrum is responsible for notifying the provider of an employee’s death, termination of employment, reduction in hours, or Medicare eligibility. After receiving notice that one of these events has happened, the Human Resources Department will in turn notify our third party administrator (“TPA”) and the employee that the employee and/or the employee's covered dependents may elect continuation coverage within 60 days from the date of such notification from the TPA. The right of continuation coverage will be lost if it is not elected within this 60-day period.

If the employee and/or the employee's dependents elect continuation coverage, the full monthly cost of the coverage plus a two-percent administrative charge will be imposed. Spectrum will no longer pay any portion of the cost. Specific information about the cost of continuation coverage can be obtained by contacting the Human Resources Department.

Payments for continuation coverage must be made to Spectrum’s designated TPA. The first payment must be received by the TPA within 45 days after the date of election of continuation coverage and must cover the cost retroactive to the date of the "qualifying event" as well as for the current month. Subsequent payments are due on the first day of each month and must be received by the TPA within 30 days of such due date. Spectrum or the TPA reserve the right to require payment by cashier's check. If continuation coverage is terminated for any reason, including lack of payment, late payment, or a returned personal check, coverage will not be reinstated.

Medical care claims will not be considered or paid until the payment for the period during which the claims are incurred has been received.

Continuation of plan coverage will be terminated on the earliest of:

- The day on which the applicable 18 or 36-month period after the "qualifying event" ends; or
- The date on which the plan is terminated for all company employees; or
- The last day of the month for which the last payment has been received by the Human Resources Department; or
- The date on which the covered person becomes covered under any other group medical care plan; or
- The date on which the covered person who is divorced from the current or former company employee remarries and becomes covered under the new spouse's group health plan; or
- The date on which the covered person becomes eligible for Medicare; or
- Upon the occurrence of any other event specified by the plan and not prohibited by applicable law.
If an employee and/or an employee's dependents elect continuation coverage, the option to enroll in any individual medical conversion plan generally available to employees of Spectrum will be available at the end of the continuation coverage period. The law and applicable provisions of the plan regarding continuation coverage may change without notice.

If an employee has any questions about how COBRA affects the employee and the employee's covered dependents, the employee should contact the Human Resources Department for additional information. Also, if an employee or an employee's covered dependent has a change in marital status or address, notice should promptly be given in writing to the Human Resources Department.

For further information concerning COBRA, contact the Human Resources Department.

9.10 Employee Eligibility – Affordable Care Act (ACA) Measurement Period Policy

[The following policy pertains to medical benefits only. For eligibility requirements for dental, disability, life and other voluntary benefits, please refer to the relevant section(s), above.]

Spectrum offers coverage under its medical benefits plan (Plan) to full-time employees. A full-time employee is an employee who is employed, on average, for at least 30 hours of service per week or 130 hours of service in a calendar month. Full-time employees may also elect medical coverage for their children up to age 26, their spouse or domestic partner.

Effective January 1, 2014, Spectrum will use a look-back measurement method to determine whether an employee is a full-time employee for purposes of Plan coverage. The look-back measurement method is based on Internal Revenue Service (IRS) final regulations under the Affordable Care Act (ACA). Its purpose is to provide greater predictability for Plan coverage determinations.

The look-back measurement method involves three different periods:

- A measurement period for counting an employee’s hours of service (also called a standard measurement period or an initial measurement period);
- A stability period when the employee is either treated as full-time or part-time for Plan eligibility purposes; and,
- An administrative period that allows time for Plan enrollment and disenrollment.

Spectrum establishes how long these periods will last, subject to specified IRS parameters.

The rules for the look-back measurement method are complex. They vary depending on whether an employee is an existing employee or a new employee, and whether a new employee is expected to work as a regular full-time employee or is a variable, seasonal, part-time or temporary employee or an intern. Spectrum intends to follow the IRS final regulations (including any subsequent guidance issued by the IRS on the look-back measurement method) when administering the look-back measurement method.
**Existing Employees**

For existing employees, Spectrum determines full-time status by looking at a standard measurement period (SMP) lasting twelve (12) consecutive months. The SMP starts on November 1\textsuperscript{st} and ends on October 31\textsuperscript{st}. An employee’s hours of service during the SMP will determine his or her Plan eligibility for the stability period that follows the SMP.

An existing employee is one who has been employed by Spectrum for at least one complete SMP.

If an existing employee was employed, on average, for at least 30 hours of service per week, (or 130 hours per month) during the SMP, the employee is treated as a full-time employee for a set period into the future, known as the **stability period**. This means that, as a general rule, the employee is eligible for Plan coverage during the stability period, regardless of the employee’s number of hours of service during the stability period, as long as s/he remains a Spectrum employee.

The final IRS regulations include an exception for certain employees who have been continuously offered Plan coverage and who transfer to part-time positions during the **stability period**. If certain conditions are met, Plan eligibility for these transferred employees may end during a stability period. Spectrum intends to follow applicable IRS guidance, including the rules for changes in employment status, when administering the look-back measurement method.

If an existing employee was not employed, on average, for at least 30 hours of service per week, (or 130 hours per month), during the SMP, the employee is not treated as a full-time employee during the stability period, regardless of the employee’s number of hours of service during the stability period.

The stability period lasts for twelve (12) months, beginning on January 1\textsuperscript{st} and ending on December 31\textsuperscript{st}.

Spectrum also uses an administrative period between the SMP and the stability period. The administrative period lasts two months and runs from November 1\textsuperscript{st} to December 31\textsuperscript{st}. The administrative period overlaps with the prior stability period to prevent any gaps in coverage for employees enrolled in coverage because of their full-time status during a prior measurement period.

**New Employees Expected to Work Full-Time**

For a new employee who is not a seasonal, intern or temporary employee and who Spectrum reasonably expects at his or her start date to be a full-time employee, Spectrum will determine the employee’s status as a full-time employee based on the employee’s hours of service for each calendar month.

If the employee’s hours of service for the calendar month equal or exceed an average of 30 hours of service per week (or 130 hours per month), the employee is a full-time employee for that calendar month. Once the new employee becomes an existing employee (i.e., s/he is employed for at least one complete SMP), the measurement rules for ongoing employees will apply.
New Variable-Hour, Seasonal, Intern, Temporary, or Part-Time Employees

Under the look-back measurement method, Spectrum determines whether new variable hour employees, seasonal, interns, and temporary employees, and new part-time employees) are in actuality “full-time employees” by measuring their hours of service during an initial measurement period (or IMP).

- An employee is a variable hour employee if, at the employee’s start date, Spectrum cannot determine whether the employee is reasonably expected to be employed, on average, at least 30 hours per week because the employee’s hours are variable or otherwise uncertain.
- A seasonal employee is generally an employee who is hired into a position for which the customary annual employment is six months or less. Also, the period of employment for a seasonal employee should begin each calendar year in approximately the same part of the year, such as summer or winter.
- An intern is an employee who is currently enrolled as a student pursuing a college degree. Spectrum’s interns typically work 10 – 20 hours per week. Interns are considered temporary employees and typically are not eligible for health benefits, except as defined in this policy.
- A temporary employee is a newly hired employee who will temporarily supplement the Spectrum workforce, typically for no more than six (6) months, in either a full-time or part-time capacity. Temporary employees are typically not eligible for health benefits, except as defined in this policy.
- A part-time employee is a new employee who Spectrum reasonably expects to be employed, on average, less than 30 hours per week during the IMP. Typically, part-time employees are not eligible for health benefits, except as defined in this policy.

Similar to the method for existing employees, the look-back measurement method for new variable hour, seasonal and part-time employees utilizes a stability period for when coverage may need to be provided, depending on the employee’s hours of service during the IMP. An administrative period is also used to make eligibility determinations and notify and enroll employees.

The IMP lasts twelve (12) months, beginning on the employee’s start date.

If a new variable hour, seasonal, intern, temporary or part-time employee was employed, on average, at least 30 hours of service per week (or 130 hours per month) during the IMP, the employee is treated as a full-time employee for a set period into the future, known as the stability period. This means that the employee is eligible for Plan coverage during the stability period, regardless of the employee’s number of hours of service during the stability period, as long as he or she remains an employee.

If a new variable hour, seasonal, intern, temporary or part-time employee was not employed, on average, at least 30 hours of service per week (or 130 hours per month) during the IMP, the employee is not treated as a full-time employee during the stability period, regardless of the employee’s number of hours of service during the stability period.

The final IRS regulations contain special rules for a new variable hour, seasonal, intern, temporary or part-time employee who, before the end of the IMP, changes employment to a position or status where
if the employee had started employment in the new position or status, s/he would have reasonably been expected to be employed full-time as a regular employee. Spectrum intends to follow applicable IRS guidance, including the special rules for changes in employment status, when administering the look-back measurement method.

The stability period is the same as that for existing employees: twelve (12) months.

Spectrum also uses an administrative period between the IMP and the stability period. The administrative period lasts two months.

Once a new variable hour, seasonal, intern, temporary or part-time employee has been employed for an entire standard measurement period, the employee will be tested for full-time status, beginning with that standard measurement period, at the same time and under the same conditions as other regular employees.

Rehired Employees and Employees Returning from Unpaid Leave

The following rules apply to rehired employees and employees returning from unpaid leave:

- If an employee goes at least 13 consecutive weeks without an hour of service and then earns an hour of service, s/he is treated as a new employee for purposes of determining the employee’s full-time status under the look-back measurement method. Spectrum will apply a rule of parity for periods of less than 13 weeks. Under the rule, of parity, an employee is treated as a new employee if the period with no credited hours of service is at least four weeks long and is longer than the employee’s period of employment immediately before the period with no credited hours of service.
- For an employee who is treated as a continuing employee, the measurement and stability periods that would have applied to the employee had s/he not experienced the break in service will continue to apply upon the employee’s resumption of service.

In addition, a special averaging method applies when measurement periods include special unpaid leave (i.e., leave under the Family and Medical Leave Act (FMLA) or the Uniformed Services Employment and Reemployment Rights Act (USERRA) or jury duty leave). This method only applies to an employee who is treated as a continuing employee upon resuming services for the employer, and not to an employee who is treated as terminated and rehired. Under the averaging method, Spectrum will either:

- Determine the average hours of service per week for the employee during the measurement period, excluding the special unpaid leave period, and use that average as the average for the entire measurement period; or,
- Treat employees as credited with hours of service for special unpaid leave at a rate equal to the average weekly rate at which the employee was credited with hours of service during the weeks in the measurement period that are not special unpaid leave.
SECTION 10: TIME OFF / LEAVES OF ABSENCE

10.1 Paid Time Off (PTO) Policy

As part of the health and welfare benefits, Spectrum offers Paid Time Off (“PTO”) for eligible employees to use for vacation, sick or personal time. Employees are encouraged, even expected, to use this benefit. The following sections detail how PTO is accrued, as well as how it should be requested and recorded.

PTO Accrual:

[The following accrual information pertains to non-SCA/non-Wage Determination employees only. SCA/Wage Determination employees should review the section below “SCA PTO Accrual” and contact their payroll or HR representative for clarification on the specifics of their PTO.]

PTO starts accruing on an employee’s start date and is applied at the end of the first payroll period. The accruals are capped at 240 hours, so once that maximum is reached, accruals will cease. As banked hours are used and the balance falls below 240 hours, PTO will begin to accrue again. Accrual schedules increase according to an employee’s years of service with the company. For questions regarding your accrual rate or date of increase, please contact your payroll or HR representative.

PTO Accrual – Part-time Employees:

Part-time employees working an average of 20 - 29 hours per week are eligible for and accrue PTO at ½ the rate of full-time employees. Part-time employees who regularly work less than twenty (20) hours per week are not eligible for PTO, unless they work in a state with mandatory sick leave laws. Employees in these states will receive PTO in accordance with state requirements. Interns and temporary employees are not eligible for PTO, unless where required by state law.

SCA PTO Accrual:

As directed by the Service Contract Act (“SCA”), wage determination employees do not receive their PTO until their service anniversary date (i.e., the date s/he begins work on a program). If an employee is new to Spectrum and new to the program/contract, s/he will receive the PTO accrual one (1) year after his/her Spectrum start date. If an employee has already been working on a program, and continuing service with Spectrum as his/her new employer, the anniversary date for PTO purposes is the same as the day s/he started working on the program.

Additionally, the SCA requires that these employees receive their PTO benefit once per service year, and does not allow carrying over unused PTO to the new service year. Therefore, immediately before the employee’s anniversary date, Spectrum is required to pay out any unused PTO to the employee as supplemental wages at his/her base pay rate (not including Health & Welfare allocations).
The following sections pertain to all Spectrum employees, (SCA and non-SCA):

PTO Pay-Out: Spectrum pays out any unused PTO upon separation from employment according to applicable state and federal employment and tax laws. Where applicable, if an employee terminates from Spectrum with a negative PTO balance, the amount owed will be subtracted from the employee’s final paycheck to the extent allowed. Employees are responsible for repaying remaining balances to Spectrum in full.

Requesting PTO: PTO requests are made by the employee to his/her direct supervisor via email. Requests should be made as far in advance as practical in order to accommodate proper task completion, scheduling and/or shift coverage. It is the employee’s responsibility to verify that s/he has accrued enough PTO to cover the request and it will be assumed that this verification has been done before the request is made. Employees are allowed to borrow against future PTO, assuming a negative PTO balance for no more than 40 hours at a time and only with the approval of his/her Director. Negative PTO balances in excess of 40 hours require additional approval by the President. As stated above, any negative PTO balance that exists upon separation or termination of employment will be recovered from the employee’s final paycheck to the extent available and s/he is responsible to repay any remaining balance to the company in full.

Recording PTO: Employee timesheets are the basis for calculating and applying labor and indirect costs to Spectrum projects. They also form the basis of billing those costs to the customer. Accurately recording all leave, including PTO is essential for accurately accounting for labor and fringe costs. The following rules and guidance apply:

For Non-Exempt Employees:
- PTO hours do not factor into overtime pay calculations.
- Using PTO for full-day or partial day absences is acceptable. If PTO is not available, only the hours worked should be recorded.
- Negative PTO must be approved by the employee’s Director.
- Accruing or receiving compensatory time (or “comp time”) in lieu of pay is never allowed. This includes flexing between work weeks inside or outside of the pay period.

For Exempt Employees:
- Although exempt employees’ pay is based on the work performed not the hours worked, direct charge employees are expected to work the number of hours established for the contract/task they are assigned to, typically 40 hours per week. All Spectrum exempt employees, direct and indirect, should use PTO as follows:
  - PTO should be used if needed to meet the minimum standard of 40 hours per week.
  - Abuse of the exempt status classification will be grounds for disciplinary action, up to and including classification conversion or termination.
10.2 Family and Medical Leave Act (FMLA)

Who is covered under FMLA? Although Spectrum is currently covered under FMLA as an employer, not all employees or locations are eligible for this leave, unless state laws determine otherwise. The Department of Labor identifies an eligible employee as one who meets each/all of the following criteria:

- The employee:
  - Works for a covered employer;
  - Has worked for the employer for at least twelve (12) months (not necessarily consecutively);
  - Has at least 1,250 hours of service for the employer during the twelve (12) month period immediately preceding the leave; and,
  - Works at a location where the employer has at least 50 employees within 75 miles.

What is FMLA? If eligible, Spectrum will grant up to 12 weeks of unpaid family and/or medical leave during any 12-month period to employees in accordance with the Family and Medical Leave Act ("FMLA"). Spectrum will also grant up to 26 weeks of unpaid leave during a single 12-month period to eligible employees who are the spouse, child, parent or next of kin of a covered servicemember to care for a covered servicemember with a serious injury or illness under the FMLA. FMLA leave is unpaid, except that employees may use accrued PTO, short-term disability benefits, and long-term disability benefits (if available/applicable and approved in accordance with the benefit requirements), in conjunction with their leave. Employees are limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during a single 12-month period.

What qualifies as FMLA Leave? Qualifying FMLA events include the following:

- Birth of a child and in order to care for that child (must be taken within 12 months of the birth);
- Placement of a child for adoption or foster care (must be taken within 12 months of the placement event);
- The care of a spouse, child, or parent with a serious health condition;
- The serious health condition of the employee that makes the employee unable to perform the essential functions of the employee’s job;
- Any qualifying exigency arising out of the fact that the employee’s spouse, son, daughter, or parent is a covered military member on active duty;
- The care of a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin, of the service member.

Procedures and Guidelines:

Twelve-Month Period. The 12-month period [during which up to 12 weeks of leave is available (and additional periods required by applicable law depending on work location)] is a rolling 12-month period measured backward from the date the FMLA leave is taken. The single 12-month period during which up to 26 weeks of covered servicemember leave is available is measured forward from the date the leave is first taken.

Total Leave Amount. Employees who are eligible to take leave to care for a covered servicemember and other leave under the FMLA are only entitled to a combined total of 26 weeks of leave in the single 12-month period.
Use of Paid Leave. If the leave is not covered under workers’ comp or short- or long-term disability insurance, Spectrum requires employees to use all accrued paid leave (PTO), if available/applicable, concurrently with FMLA leave.

If the employee’s own illness or injury is covered by workers’ compensation, the employee will not be permitted to use any accrued paid leave in a manner that would result in double compensation. Employees may use accrued paid leave when eligible for company-sponsored short-term disability, according to the terms of the disability policy.

Employee and Spouse Employed by Spectrum. When both the employee and the employee’s spouse are employed by Spectrum, a total of 12 weeks of leave between both parties will be granted for birth, adoption, foster care placement, or care for a parent with a serious health condition. When both the employee and the employee’s spouse are employed by Spectrum, a total of 26 weeks of leave between both parties will be granted to care for a covered servicemember with a serious injury or illness. If the leave is requested because of the serious health condition of a child or of the other spouse or because of a qualifying exigency, each spouse is entitled to 12 weeks of leave.

To use FMLA leave, employees must follow specific guidelines as provided by the Human Resources Department, some of which are described below.

Requests for Leave. In the event of a foreseeable leave of absence, the employee must apply 30 days before the date on which the employee wants to commence his or her leave. If 30 days’ notice is not possible, notice must be given as soon as practicable under the facts and circumstances. When an employee becomes aware of the need for leave, it should ordinarily be practicable for the employee to provide notice of the need for leave either the same day or the next business day. In the case of unforeseeable leave, the employee must provide notice as soon as practicable and, absent unusual circumstances, within the time prescribed by Spectrum’s usual and customary procedures for requesting leave. If the employee does not comply with these requirements, FMLA leave may be delayed or denied.

Certification. If the leave of absence is to care for a parent, spouse, or child with a serious health condition or to care for a covered servicemember or because of the employee’s own serious health condition, the employee must provide a certification from the health care provider. The form for the certification is available from the Human Resources Department. If the leave of absence is because of a qualifying exigency arising out of the active duty status of a covered military member, the employee must provide a certification, which includes a copy of the military member’s active duty orders or other similar documentation. The required certification for qualifying exigency leave should also set forth the reason for the leave and the amount and frequency of leave needed. This form is also available from the Human Resources Department. Employees may also be asked to furnish periodic reports on the status of a continued serious health condition. If Spectrum has reason to doubt the validity of the certification, it may, at its own expense, require the employee to receive a second opinion from a health care provider designated and approved by Spectrum. If this opinion conflicts with the first opinion, Spectrum, again at its own expense, may request a third opinion from a health care provider mutually agreed upon by both Spectrum and the employee. The third opinion will be binding on both parties.

Spectrum also reserves the right to require an employee to provide documentation of the birth of a child, the placement of a child for adoption or foster care, or the placement of a child with the employee for whom the employee permanently assumes and discharges parental responsibilities. Leave taken
after the birth or placement of a child for adoption or foster care may be taken intermittently or on a reduced leave schedule only upon approval by the Director of Human Resources.

Employees should provide the maximum notice possible of intent to use FMLA leave. Contact the Human Resources Department to obtain the appropriate forms and specific details on the FMLA.

10.3 Leave Without Pay (LWOP) Policy

Spectrum may grant LWOP for employees outside of the Family and Medical Leave Act (FMLA) and military leave, when the President determines it is in the best interest of the company. All LWOP requests, outside of FMLA and military leave, must first be approved in advance by the Director of Human Resources and then forwarded to the President for final approval.

Employees do not accrue PTO while on LWOP. Employees are not eligible for paid holidays while on LWOP. Employees may not take LWOP in order to save their PTO hours nor take LWOP in conjunction with termination. Typically, LWOP will not exceed 31 calendar days.

If the LWOP request is granted, the following restrictions will apply:

- Outside of FMLA, an employee taking LWOP for more than 31 calendar days will be placed on COBRA and be responsible to pay the entire cost of his/her insurance premiums while on leave. Depending on the type of insurance, this amount may be prorated and require pre-payment before leave begins.

- Not returning to work after expiration of the LWOP will be considered voluntary termination. Employees will be treated as new applicants if they wish to return to work after termination.

10.4 Holidays

Spectrum observes the following ten government holidays:

- New Year’s Day (January 1st)
- Martin Luther King Day
- Presidents’ Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day (December 25th)

Some SCA contracts observe different/additional holidays. Employees assigned to such programs will receive a holiday schedule from their supervisor.
Regular full-time employees are eligible for a full day off (8 hours) with pay based on their normal daily schedule on each of the above days, starting on their first day of employment. Regular part-time employees working 20 - 29 hours per week are eligible for half the full-time rate or 4 hours of holiday pay. Employees working less than 20 hours per week do not receive holiday pay.

In order for eligible employees to receive pay for the above holidays, they must work their regularly scheduled shift prior to and immediately following the observed holiday unless approved PTO leave has been used.

Employees are expected to work holidays, if requested. An employee who works, or is directed to work, on a Spectrum holiday must obtain approval from the Program/Division Manager before doing so. Only in this special circumstance are employees allowed to “float” the holiday to another day off. The Program/Division Manager will coordinate the employee’s floated holiday, (i.e., time off) with the customer. Spectrum needs to ensure that the time off does not interfere with customer requirements, while helping to ensure that the customer realizes a holiday is at risk. The actual number of hours worked on the holiday, up to 8, must be taken as time off in the same pay period in which the holiday occurs. If the holiday occurs at the end of the pay period the holiday may be taken in the next pay period, pending supervisor approval.

10.5 Meal Periods and Rest Breaks

Depending on the contract and Program Manager’s directive, non-exempt, hourly employees are generally allowed to take an unpaid, sixty (60) minute meal break during their normal eight (8) hour work day. Meal breaks are intended to be uninterrupted personal time. Every attempt will be made to relieve employees of all active responsibilities and restrictions during meal periods. Non-exempt employees are required to take their meal breaks away from their desks in order to avoid any work-related interruptions, no matter how minor.

Employees are not provided regular structured rest breaks, per se. Incidental breaks, lasting less than ten minutes, may be taken from time to time with managerial approval. Provided the employee remains on the premises, these incidental break periods are counted as time worked. Employees may take their break in a designated break room, non-work area or outdoors remaining on the business premises. Employees on a break must remain accessible and available to respond to a request to return to work if necessary.

10.6 Jury Duty / Witness Duty

Spectrum provides regular full-time and part-time employees with paid jury leave in the event they are called to serve as a witness or juror in a court proceeding. This benefit is limited to two (2) weeks of pay per jury duty service period (except where state laws direct otherwise). Employees can use PTO to supplement for time lost due to jury duty requirements lasting longer than two (2) weeks. Part-time employees are paid for the hours they were scheduled for, but were unable to work because of jury duty service. When jury duty is completed, evidence of service from the Clerk of the Courts indicating
days served should be delivered to Human Resources. Employees should report to work whenever their court schedule permits during the period of jury duty, except where state laws direct otherwise.

Employees are required to notify their supervisor immediately upon notification of jury duty in order to provide time for planning and schedule accommodations. Supervisors should complete a PAF to notify HR of the jury duty leave request, and to activate the jury duty charge code on the timesheet.

10.7 Bereavement Leave

Spectrum offers bereavement leave to provide a time for mourning after the loss of an immediate family member. The employee’s immediate supervisor authorizes the use of bereavement leave and notifies HR via a PAF. An eligible employee may take up to two days of paid leave for a death in the immediate family, up to two times per year. For the purposes of this policy, “immediate family” includes a spouse, child, parent or legal guardian, sibling, grandparent and parent-in-law. If additional time is needed, or if the death is not part of the immediate family, PTO or unpaid personal leave may be taken with supervisory approval.

10.8 Military Leave

Employees who have military duty are required to notify their supervisor of their leave requirement as soon as practical. Employees will not be paid while on military leave, but are allowed to use PTO if desired. Supervisors should notify Human Resources via a PAF, including reason for leave and the beginning and ending dates, if known.

Upon return from military leave, the employee should notify his/her supervisor, who should notify HR of the leave completion.

10.9 Voting

If an employee does not have sufficient time outside of working hours to vote in government-run elections, an employee may, without loss of pay, take off up to two (2) hours of working time to vote. Such time must be at the beginning or end of the regular working shift, whichever allows for the least time off from working, unless otherwise mutually agreed to by employee and his/her supervisor. This time allowance is intended to accommodate employees whose work schedule or commute time might hinder their ability to vote. An employee, who anticipates needing this accommodation, must notify his/her supervisor at least two (2) working days in advance to arrange a voting time.

10.10 Lactation / Breastfeeding Breaks

For up to one year after a child’s birth, any employee who is breastfeeding her child will be provided reasonable break times as needed, and in accordance with state laws, to express breast milk for her baby. Spectrum has designated rooms at its office locations for this purpose. Human Resources maintains an up-to-date list of the designated room(s) in each office location. Nursing mothers wishing to use this room should request information from Human Resources.
Employees working at non-Spectrum offices should consult the facility supervisor for information regarding that location’s designated lactation room.

Breaks for lactation or breastfeeding of more than 20 minutes in length will be unpaid, and the employee should indicate this break period on her timesheet.

10.11 Maternity Leave

Spectrum provides unpaid maternity leave to new mothers (except where regulated by state law), as follows:

- Full- and part-time employees receive up to six (6) weeks of unpaid leave for a regular delivery and up to eight (8) weeks of leave for a delivery by C-section. Employees can use accrued paid time off (PTO) while on leave, if available.
- Employees covered under FMLA are entitled to up to twelve (12) weeks of unpaid leave, following medical certification. FMLA covers both new mothers and fathers after the birth or adoption of a child. [Please refer to Section 10.2 “FMLA” for details of one’s rights under this law or contact HR for more information.] If the employee has accrued PTO, s/he can use it during the FMLA leave.
- Full-time employees, covered on Spectrum’s disability benefit plan are eligible to receive short-term disability benefits while on maternity leave. The employee should contact her HR representative for specific details of this benefit, (i.e., amount, duration, application, etc.).

While on maternity leave, the employee’s benefits will remain active, but the employee will be responsible for continuing to pay his/her monthly premiums. Payment will be made either by check or payroll deduction, if applicable. Employees will receive communication from their HR representative regarding amounts due and payment options prior to beginning leave.

Leave requests should be made as far in advance as practical. Please contact your HR representative for details and more information on Spectrum’s maternity leave benefits.