



EMPLOYEE HANDBOOK

RIVAL, LLC

UPDATED February 2nd, 2023

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

We are pleased that you have decided to become part of the Rival Services Team. At Rival Services, LLC, we consider our employees to be our most valuable resources.

For purposes of the Employee Handbook, Rival Services, LLC, and its affiliates shall be referred to as "Rival".

We are confident that you will find Rival to be a dynamic and rewarding place in which to work, and we look forward to a productive and successful future together.

The Company complies with all federal and state employment laws, and this handbook generally reflects those laws. The Company also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The Company reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

Some of the subjects addressed here are more fully described in policy manuals and documents located in the Human Resources Department at 14400 Hwy 34, Fort Morgan, CO. Since this Handbook is only a summary, please refer to those documents for specific information or contact your supervisor with any questions.

If you have questions about your employment or any provisions in this handbook, contact Human Resources.

We wish you success in your employment here at Rival!

1.2 At-Will Employment

Your employment with Rival is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the Company at any time, with or without notice and with or without cause.

Nothing in this handbook or any other Company document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the HR Manager has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the HR Manager.

If a written contract between you and the Company is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 Company Facilities

Our main office is located at: 14400 Hwy 34, Fort Morgan, CO 80701

Our main yard is located at: 15551 Hwy 34, For Morgan, CO 80701

2.2 Ethics Code

Rival will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Company.

We expect that officers, directors, and employees will not knowingly misrepresent the Company and will not speak on behalf of the Company unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the Company or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Mission Statement

It is our mission to provide superior quality and outstanding customer services to our customers. This will be accomplished by:

- Being the “Premier Vendor of Choice” in the marketplace by consistently exceeding the expectations of our Customers.
- Providing our Employees with an environment of safety and opportunity through training and development.
- Emphasizing the company’s vision of achieving unsurpassed customer loyalty by promoting “Teamwork” throughout Rival.
- The ongoing corporate goal achievement of exceptional Quality, Growth, and Financial Success will provide for Rival continued contributions to our communities.

2.4 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Rival policies and procedures. The handbook is not a contract. The Company reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy

concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Disability Accommodation

Rival complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, the Colorado Anti-Discrimination Act (as amended by the Pregnant Workers Fairness Act), and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities (including pregnancy-related disabilities and health conditions related to pregnancy or the physical recovery from childbirth). Consistent with this commitment, the Company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your supervisor. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the Company will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the Company in connection with a request for accommodation will be treated as confidential.

The Company encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the Company is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The Company will not discriminate or retaliate against employees for requesting an accommodation.

3.2 EEO Statement and Non-harassment Policy

Equal Opportunity Statement

Rival is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), color, national origin, physical or mental disability, creed, religion, genetic information (including testing and characteristics), ancestry, military or veteran status, or any other status protected by federal, state, or local laws. The Company is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The Company will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The Company will take appropriate corrective action, if and where warranted. The Company prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your supervisor or any other designated member of management.

Policy Against Workplace Harassment

Rival has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), color, national origin, physical or mental disability, creed, religion, genetic information (including testing and characteristics), ancestry, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the Company or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties, or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 or older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related conditions), race (including hair texture, hair type, or a protective hairstyle commonly or historically associated with race, such as braids, locs, twists, tight coils or curls, cornrows, Bantu knots, Afros, and headwraps), color, national origin, physical or mental disability, creed, religion, genetic information (including testing and characteristics), ancestry, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Human Resources Manager at 970-867-9437.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the Company determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the Company may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the Company will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

3.3 Religious Accommodation

Rival is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the Company dress code or the individual's schedule, basic job duties, or other aspects of employment. The Company will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the Company question the validity of a person's belief.

If you require a religious accommodation, speak with your supervisor or Human Resources.

3.4 Conflicts of Interest

Rival expects its employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of Rival and recognizes the right of employees to engage in activities outside of their employment, which are of a private nature and unrelated to our business. However, the employee must disclose any possible conflicts so that Rival may assess and prevent potential conflicts of interest from arising. A potential or actual conflict occurs whenever an employee is in a position to influence a decision that may result in a personal gain for the employee or an immediate family member (i.e., spouse or significant other, children, parents, siblings) because of Rival business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If an employee has any questions about whether or not an action or proposed course of conduct would create a conflict of interest, he or she should immediately contact Human Resources to obtain direction on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

If an actual or potential conflict of interest is determined to exist, the Company will take such steps as it deems necessary to reduce or eliminate this conflict.

3.4a Financial Interest in Other Business

If an employee or his or her immediate family members have a financial interest in another company that may result in an actual, potential, or perceived conflict of interest, this situation must be promptly disclosed in writing to his or her supervisor. It is the supervisor's responsibility to forward the disclosure to Human Resources and the Owner/President for approval. Approval will only be given if when it is determined the relationship will not interfere with the employee's duties and will not damage Rival's relationship with its employees, customers, vendors, or other stakeholders in the company.

An employee must promptly report any potential conflicts of interest, in writing, to his or her supervisor

3.5 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Rival. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

3.6 Employment of Relatives and Friends

Individuals who are related by blood or marriage may be permitted to work in the same department, with approval from the employee's department manager and Human Resources. Human Resources will ensure that such working relationship does not create a conflict or issue with other employees. While supervisor-subordinate relationships are discouraged, one relative may oversee or manage another relative, directly, or indirectly, as long as no favoritism is shown. If these work relationships become an issue, Rival may take action including, but not limited to, reassignment or termination of employment.

3.7 Job Descriptions

Rival attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your supervisor.

Job descriptions prepared by the Company serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the Company may have to revise, add to, or delete from your job duties per business needs. On occasion, the Company may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your supervisor.

3.8 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Rival and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.9 Fitness for Duty

Post-Offer/Pre-Placement examinations are successful tools utilized to create a safer working environment for employees. Rival uses these services to help its employees remain safe in the workplace. Rival has

implemented an evaluation program for prospective employees in designated job categories. In addition, such services may be used for certain positions when employees are returning to work from leave. Employees will be notified if their position and/or circumstances require such an evaluation.

All internal or external Candidates who receive a conditional offer of employment or transfer/reassignment will be required to successfully complete a functional employment test position.

NOTE: Rival reserves the right to add or remove positions in accordance with business needs

3.10 Job Postings and Promotions

Rival desires to promote qualified employees from within where it believes that is possible, consistent with the need to assure that all positions are staffed by highly competent individuals.

Career advancement is rewarding for both the employee and Rival. When reasonable, Rival will promote current, qualified employees to new or vacated positions. Job openings may be announced verbally and/or written and may be posted on break room bulletin boards, in Human Resources, and/or on Rival's website and intranet site. In addition, job openings may be circulated via email.

To apply for a posted position, an employee must meet both of these requirements:

- Meet the minimum requirements for the position
- Has not received corrective counseling within the last 90 days (employees who have received verbal warning during this time may also be prohibited from applying).

An employee interested in applying for a posted position should submit an internal application to his or her immediate manager/supervisor for approval. The manager/supervisor will then deliver the internal application to Human Resources, who will request the appropriate Vice President's approval before the hiring manager will be allowed to interview the applicant.

Candidates will be judged on individual performance, conduct, experience, and potential. Length of service, although considered, shall not be the sole determining factor in Rival's candidates for promotion. Rival has the right to fill job vacancies with outside candidates if Management believes that it is warranted.

For openings and promotional opportunities in Colorado, Rival will notify internal candidates of any opportunities prior to making a hiring decision and will include salary range and benefits offered.

3.11 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your supervisor.

4.0 Wage and Hour Policies

4.1 Attendance

The scheduled workweek begins on Sunday and ends on Saturday.

If an employee expects to be late or absent, he or she must notify his or her supervisor directly no later than one (1) hour before his or her scheduled starting time. Every attempt must be made to contact your direct supervisor; telling another employee to "let the boss know" is not sufficient. If you cannot reach your supervisor, contact Human Resources immediately. Customers may also have different advance notice policies. This policy applies for each day of an employee's absence.

Absenteeism and tardiness records will be kept by the employee's supervisor and become part of the employee's personnel record. To the extent permitted by law, absenteeism and tardiness lessens an employee's chances for advancement and may result in disciplinary action up to, and including, termination.

You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law. Rival reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses

Rival will reimburse employees for reasonable pre-approved business expenses. See your supervisor or applicable policies for details.

4.3 Direct Deposit

Rival encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask Human Resources how to sign up. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays in lieu of a check.

4.4 Employment Classifications

Rival designates all employees as either exempt or non-exempt in compliance with applicable federal, state, and local law:

- **Exempt Employees.** Exempt employees are generally paid a fixed salary and are not entitled to overtime pay.
- **Non-exempt Employees.** Non-exempt employees are entitled to minimum wage and overtime pay.

The Company also assigns each employee to one of the following categories:

- **Regular Full-Time Employees.** Regular full-time employees are normally scheduled to work at least 30 hours per workweek, except for approved time off. Full-time employees are eligible for most Company benefits.
- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 30 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Employment beyond any initially stated period does not imply a change in employment status. Temporary/seasonal employees are not eligible for most Company benefits.

You will be informed of your classification, status, and responsibilities at the time of hire and at any time your classification, status, or responsibilities change. If you have a question regarding this information, contact Human Resources. These classifications do not alter your employment at-will status.

4.5 Introduction to Wage and Hour Policies

At Rival, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your supervisor.

4.6 Paycheck Deductions

Rival is required by law to make certain deductions from your pay each pay period, including deductions for federal income tax, Social Security and Medicare (FICA) taxes, state income taxes, state unemployment taxes, state disability insurance taxes, etc., and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt employees may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your supervisor.

The Company will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your supervisor.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

The Company will not retaliate against employees who report erroneous deductions in accordance with this policy.

Repayments

Rival will make deductions for loans, advances, goods or services, and equipment or property provided by Rival to an employee in accordance with applicable state and federal law when there is a written enforceable agreement in place.

4.7 Payroll Advances and Loans

Under certain circumstances Rival offers payroll advances or loans. Contact Tom Keller for more information.

4.8 Posting of Work Schedules

Rival employees can find their schedules posted on the Rival Services website: [For Employees | Rival Services](#)

4.9 Recording Time

Rival is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the Company has complete and accurate time records and that employees are paid for all hours worked, non-exempt employees are required to record all working time using the Company timekeeping application. Exempt employees may also be required to track days or time worked. Speak with your supervisor for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked and must follow established Company procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than five minutes before the time you actually start working and clock out no later than five minutes after you actually stop working.

Notify your supervisor or Human Resources Manager of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods.

Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to the Human Resources Manager any employee, supervisor, or manager who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

4.10 Colorado Overtime & Minimum Pay Standards (COMPS) Order #38



COLORADO
Department of
Labor and Employment

COLORADO OVERTIME & MINIMUM PAY STANDARDS ORDER ("COMPS Order") #38, POSTER & NOTICE

*Effective 1/1/23; must update annually;
new poster available each mid-December*

Colorado Minimum Wage: \$13.65/hour, or \$10.63 for Tipped Employees, in 2023 (Rule 3)

- The minimum wage is adjusted each year for inflation, so the above amounts are for only 2023
- All employees must be paid at least the minimum wage (unless exempt in Rule 2), whether paid hourly or another way (salary, commission, piecework, etc.), except unemancipated minors can be paid 15% under full minimum wage
- Use the highest standard if other labor laws also apply, such as Denver's minimum wage (\$17.29 in 2023)

Overtime: 1½ times regular pay rates for hours over 40 weekly, 12 daily, or 12 consecutive (Rule 4)

- Overtime is required *each* week over 40 hours, or day over 12, even if 2 or more weeks or days *average* fewer hours
- Employers cannot provide time off ("comp time") instead of time-and-a-half premium pay for overtime hours
- Key variances/exemptions (all are detailed in Rules 2.3-2.4):
 - Modified overtime in a small number of health care jobs; exemption for certain heavy vehicle drivers
 - No 40-hour weekly overtime in downhill ski/snowboard jobs (but 56-hour overtime for many under federal law)
 - Agriculture, as of 11/1/22: overtime after 60 hours; half-hour paid break in days over 12 hours, extra pay if over 15

Meal Periods: 30 minutes uninterrupted and duty-free, for shifts over 5 hours (Rule 1.9)

- Can be unpaid, but only if employees are completely relieved of all duties, and allowed to pursue personal activities
- If work makes uninterrupted meal periods impractical, eating on-duty must be permitted, and the time must be paid
- To the extent practical, meal periods must be at least 1 hour after starting and 1 hour before ending shifts

Rest Periods: 10 minutes, paid, every 4 hours (Rule 5.2)

#Work Hours:	Up to 2	>2, up to 6	>6, up to 10	>10, up to 14	>14, up to 18	>18, up to 22	>22
#Rest Periods:	0	1	2	3	4	5	6

- Need not be off-site, but must not include work, and should be in the middle of the 4 hours to the extent practical
- Rest periods are time worked for minimum wage and overtime purposes, and if employers do not authorize and permit rest periods, they must pay extra for time that would have been rest periods, including for non-hourly-paid employees
- Key variances/exemptions:
 - In some circumstances, 10-minute rest periods can be divided into two of 5 minutes (Rule 5.2.1)
 - Agriculture: certain work requires more breaks; other is exempt (Rule 2.3, & Agricultural Labor Conditions Rules)

Time Worked: Pay for time employers allow performing labor/service for their benefit (Rule 1.9)

- All time on-premises, on duty, or at workplaces (but not just letting off-duty employees be on-premises), including:
 - putting on/removing work clothes/gear (but not clothes worn outside work), cleanup/setup, or other off-clock duty,
 - waiting for assignments at work, or receiving or sharing work-related information,
 - security/safety screening, or clocking/checking in or out, or
 - waiting for any of the above tasks.
- Travel for employer benefit is time worked; normal home/work travel is not (details in Rule 1.9.2)
- Sleep time, if sufficiently uninterrupted and lengthy, can be excluded in certain situations (details in Rule 1.9.3).

Deductions, Credits, Charges, & Withheld Pay (Rule 6, and Article 4 of C.R.S. Title 8)

- Final pay: Owed promptly (if a termination by employer) or at next pay date (if employee resigned)
- Vacation pay: Departing employees must be paid all accrued and unused vacation pay, including paid time off usable for vacation, without deducting or declaring forfeiture based on cause for termination, lack of resignation notice, etc.
- Deductions from pay: Allowed if listed below or in C.R.S. 8-4-105 (including deductions required by law, in a written agreement for the benefit of the employee, for theft in a police report, or for property loss after audit/notice)
- Tip credits: Employers can pay up to \$3.02 under minimum wage (\$10.63 in 2023, or \$14.27 in Denver), if: (a) tips (not mandatory service charges) raise pay to full minimum, & (b) tips aren't diverted to non-tipped staff/owners
- Meal credits/deductions: Allowed for the cost or value (without employer profit) of voluntarily accepted meals
- Lodging credits/deductions: Allowed if housing is voluntarily accepted by the employee, primarily for the employee's (not the employer's) benefit, recorded in writing, and limited to \$25 or \$100 per week (based on housing type)
- Uniforms: Must be provided at no cost unless they are ordinary clothes without special material or design; employers must pay for any special cleaning required, and cannot require deposits or deduct for ordinary wear and tear

Exemptions from COMPS (Rule 2.2 lists all; key exemptions are below)

- Executives/supervisors, administrators, and professionals paid at least a salary (not hourly wages) of \$50,000 in 2023 (\$55,000 in 2024, then inflation-adjusted), except \$31.41/hour for highly technical computer work
- Other highly compensated, non-manual-labor employees paid at least 2.25 the above salary (\$112,500 in 2023)
- 20% owners, or at a nonprofit the highest-paid/highest-ranked employee, if actively engaged in management
- Various (not all) types of salespersons, taxi drivers, camp/outdoor education field staff, or property managers

Record-Keeping & Notices of Rights (Rule 7)

- Employers must give all employees (and keep for three years) pay statements that include time worked, pay rate (including any tips and credits), and total pay
- This year's poster must be displayed where easily accessible, or if not practical (such as for remote workers), provided within one month of beginning work and when employees request a copy
- Employers must include a copy of this poster, or a COMPS Order, in any employment handbook or manual
- Violation of notice of rights rules (posting or distribution), including by providing information undercutting this poster, may yield fines and/or ineligibility for employee-specific credits, deductions, or exemptions in COMPS

Complaint & Anti-Retaliation Rights (Rule 8)

- Employees can send the Division (contact info below) complaints or tips about violations, or file lawsuits in court
- Employers cannot retaliate against, or interfere with, employees exercising their rights
- Anonymous tips are accepted; anonymity or confidentiality are protected if requested (Wage Protection Rule 4.7)
- Owners and other individuals with control over work may be liable for certain violations — not just the business, even if the business is a corporation, partnership, or other entity separate from its owner(s) (Rule 1.6)
- Immigration status is irrelevant to these labor rights: the Division will not ask or report status in investigations or rulings, and it is illegal for anyone to use immigration status to interfere with these rights (Wage Protection Rule 4.8)

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, contact: DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936

4.11 Meal and Rest Periods – Colorado Employees Only

Rival strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requires employees to accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking an uninterrupted meal or rest period.

In Colorado, employees are entitled to an uninterrupted and duty-free unpaid 30-minute meal period for all shifts exceeding five consecutive hours. If practical, these meal periods will be at least one hour after the start and one hour before the end of the shift. If this is not possible or is impractical, you will be permitted to consume an "on duty" meal while performing your work duties, and this meal period will be paid.

Additionally, you are entitled to a paid 10-minute rest period for each four hours of work, or major fraction thereof, as follows:

Periods Required	Number of rest breaks
2 or fewer	0
Over 2, and up to 6	1
Over 6, and up to 10	2
Over 10, and up to 14	3
Over 14, and up to 18	4
Over 18, and up to 22	5
Over 22	6

Rest periods must be in the middle of each four-hour work period unless it is impractical. It is not necessary that you leave Company property for a rest period. Rest periods will be 10 minutes unless otherwise provided by applicable law.

Required rest periods are "time worked" for the purposes of calculating minimum wage and overtime obligations.

4.12 Meal and Rest Periods – Wyoming Employees Only

Rival strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your supervisor regarding procedures and schedules for rest and meal breaks. The Company requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your supervisor know; in addition, notify your supervisor as soon as possible if you were unable to or prohibited from taking a meal or rest period.

4.13 Overtime

If you are non-exempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your supervisor.

At certain times Rival may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Colorado Employees Only:

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for hours worked in excess of 40 hours in a workweek, 12 hours per workday, and 12 consecutive hours without regard to the starting and ending time of the workday (excluding duty free meal periods), whichever calculation results in the greater payment of wages. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Wyoming Employees Only:

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

4.14 Pay Period

At Rival, the standard pay period is biweekly for all employees. Pay dates are every other Friday. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately.

4.15 Travel Time Pay

Some non-exempt positions within Rival require travel. The Company pays non-exempt employees for time spent on travel for the benefit of the Company, excluding normal home-to-work travel.

Further, at the start or end of the workday, travel to or from a work station, entirely within Company premises and/or with Company-provided transportation, will not be considered time worked unless:

- You are engaged in activities that render this time "time worked" as defined by the Colorado Overtime and Minimum Pay Standards Order. Examples of the activities that would render this time "time worked" include but are not limited to receiving or sharing work-related information or awaiting a work-related assignment;
- Any such travel occurs after compensable time starts or before compensable time ends; or
- The travel is in Company-mandated transportation that materially prolongs your commute time, or which subjects you to a heightened physical risk compared to an ordinary commute.

4.16 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Rival.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Rival business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your supervisor has been received.

Employee's supervisor must approve all travel request beforehand otherwise; employees may be responsible for expenses.

Advances

The Company does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The Company pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Air Travel

Use economy or tourist class airfares when traveling on Company business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two Company officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies nor refreshment bars are approved Company expenses.

Insurance

The Company does not pay for personal travel insurance for employees.

Rental Cars

You are to use rental firms having existing relationships with the Company and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

4.17 Use of Employer Credit Cards

All employees in the possession of a credit card issued by Rival will adhere to the strictest guidelines of responsibility for the protection and proper use of that card. Credit card purchases under \$1000 do not require supervisor approval. Credit card purchases over \$1000 supervisor approval.

Submit all sales receipts generated by use of the Company credit card monthly to your supervisor. Your Company credit card may not be used for personal reasons. Use of the Company credit card is restricted to approved business related expenses.

Any unauthorized purchases made with a credit card issued by the Company will be the cardholder's responsibility. You must reimburse any such purchase to the Company within 30 days.

Immediately report lost or stolen Company cards to your supervisor. Failure to follow this policy may result in disciplinary action up to and including discharge.

4.18 Accommodations for Nursing Mothers

Rival Services will provide nursing mothers reasonable break time to express milk for their infant child for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from coworkers and the public.

Expressed milk can be stored in a personal cooler.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out/record the start and end time for any time taken that does not run concurrently with normally scheduled rest periods. Break time may be unpaid where permissible by applicable law.

You must make reasonable efforts to not disrupt Company operations. You are encouraged to discuss the length and frequency of these breaks with your supervisor.

The Company will not discriminate or retaliate against employees who express breast milk in the workplace in accordance with this policy.

4.20 Wage Disclosure Protection – Colorado Employees Only

In accordance with Colorado law, Rival will not:

- Discharge, discipline, discriminate or retaliate against, coerce, intimidate, threaten, or interfere with you or any other person because you inquired about, disclosed, compared, or otherwise discussed your wages;
- Require you to agree to a non-disclosure of your wages as a condition of your employment with the Company; or
- Require you to sign a waiver or other document that proposes to deny you the right to disclose your wage information.

However, if you have access to or knowledge of the compensation information of other employees as a part of your essential job functions, you may not disclose that information to individuals who do not otherwise have access to it, unless the disclosure is:

- In response to a formal complaint or charge;
- Part of an investigation, proceeding, hearing, or action, including an investigation conducted by the Company; or
- Consistent with the legal duty of the Company to furnish information.

If you believe that you have been discriminated or retaliated against in violation of this policy, immediately report your concerns to Human Resources.

Nothing in this policy will be enforced to interfere with, restrain or coerce, or retaliate against employees regarding their rights under the National Labor Relations Act.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Rival will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the Company, whether on or off Company property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Standards of Conduct

Rival wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

Rival expects every employee to adhere to high standards of job performance and personal conduct. This includes individual involvement with Rival personnel, outside business contacts and the communities in which we operate.

An employee is obligated to report any irregularities of which he or she becomes aware, and has the right to voice complaints about questionable accounting, internal accounting controls, and auditing practices without fear that the report or complaint will affect his or her employment status, rate of pay, or responsibilities within Rival.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct an employee is obligated to report include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on Company property (including in Company vehicles), or on Company business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the Company or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying Company property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the Company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in non-designated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on Company premises during working hours.
- Failure to dress according to Company policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this Company.
- Gambling on Company premises.
- Sleeping on the job.
- Lending keys or keycards to Company property to unauthorized persons.

Failure to report such irregularities may result in disciplinary action up to and including termination.

An employee may confidentially report information to his or her Supervisor or the Human Resources Department.

Rival reserves the right to take disciplinary action up to and including termination, against any employee for violating any Rival policy, practice, or rule of conduct.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.3 Open Door/Conflict Resolution Process

Rival strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your supervisor and, if necessary, to Human Resources or upper level management. To help manage conflict

resolution we have instituted the following problem solving procedure:

Co-workers who have problems with one another should attempt to resolve the problems themselves. If a resolution cannot be reached, both employees should approach their Supervisor(s), who will work with the employees to determine a resolution.

An employee is encouraged to consult his or her supervisor if he or she:

- Believes a Rival policy is not being followed or applied correctly
- Has a complaint concerning his or her employment
- Wishes to obtain further information on any aspect of his or her job

If you believe there is inappropriate conduct or activity on the part of the Company, management, its employees, vendors, customers, or any other persons or entities related to the Company, bring your concerns to the attention of your supervisor at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate supervisor.

If you have already brought this matter to the attention of your supervisor before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Rival is prohibited. The Company recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the Company should be reported to your supervisor. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other Company factors, efforts will be made to give pay raises consistent with Rival profitability, job performance, and the consumer price index. The Company may also make individual pay raises based on merit or due to a change of job position.

5.6 Performance Reviews

Rival will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your supervisor assist you in developing a performance improvement plan at any time.

The performance review process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Disciplinary Process

Violation of Rival policies or procedures, including those detailed in Rival's HSSE Handbook, may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet

expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

Any disciplinary action short of termination should encourage the employee to change his or her behavior or have his or her performance improve. Factors that are considered include, but are not limited to, the following:

- Policy, procedure, or guideline violation
- Seriousness of the offense
- Employee's explanation for his or her behavior or performance
- The potential or actual negative impact on operations or the morale of the work unit
- The amount of time that passes between occurrences of the conduct
- Mitigating, extenuating, or aggravating circumstances
- Communication and/or training related to the policy or procedure (employee awareness)
- The employee's past performance history, prior discipline, and length of service
- The manner in which similar problems have been handled within Rival with consideration to relevant similarities and frequency of violations
- Any other relevant circumstances

Disciplinary Options

Disciplinary options include, but are not limited to:

- Coaching and verbal warning
- Training
- Administrative sanctions
- Written warning/reprimand
- Final written warning/reprimand
- Suspension
- Demotion/change in job responsibilities
- Termination

Depending on the nature and seriousness of the employee's behavior and/or performance, corrective action may begin at any step in the disciplinary process.

1) Serious Violations

- Serious violations that may warrant termination of employment include, but are not limited to, the following:
- Violating Rival's ethical guidelines
- Violating Equal Employment Opportunity Policy or Anti- Harassment Policy
- Violating Rival policies and procedures, including but not limited to, those related to health, and safety, violence in the workplace, electronic communications, expense reporting, or other similar policies
- Violating customer policies or procedures while on customer site
- Falsifying statements provided to the company, including those on Curriculum Vitae, resume or employment application, timesheets, or other Rival records
- Falsifying statements given during an investigation
- Stealing or willful destruction of Rival property anytime or the property of others
- Accessing pornographic or adult-content materials and/or websites via Rival computers, cell phones, iPads, or any other electronic equipment
- Divulging any confidential, personal, or private information about an employee or unauthorized disclosure of Rival's confidential or proprietary information
- Insubordination
- Acting in a manner that reflects poorly on Rival's reputation
- Retaliating against any employee who reports a violation of Rival policy or who participates in an investigation of misconduct
- Engaging in sabotage or espionage

- Failing to report misconduct in accordance with Rival policies
- Failing to report any safety or environmental violation (please refer to HSSE Discipline Policy and HSSE Handbook for additional information on HSSE violations and responsibilities)

Understand that while the Company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

5.8 Transfers

Rival may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.9 Resignation Policy

Rival hopes that your employment with the Company will be a mutually rewarding experience; however, the Company acknowledges that varying circumstances can cause you to resign employment. The Company intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The Company requests that you provide a minimum of two (2) weeks' notice of your resignation. Provide a written resignation letter to your supervisor.

The Company reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The Company will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the Company if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all Company property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the Company may pursue criminal charges for failure to return Company property.

5.10 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of two (2) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Rival.

5.11 Exit Interview

You may be asked to participate in an exit interview when you leave Rival. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the Company in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.12 Post-Employment References

Rival policy is to confirm dates of employment and job title only. With written authorization, the Company will confirm compensation. Forward any requests for employment verification to Human Resources or appropriate department. Due to confidentiality considerations, Rival does not provide references for current and former employees. Written verifications will only be processed with employee's written consent.

5.13 Workforce Reductions (Layoffs)

If necessary, based upon business needs, Rival management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the Company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Vehicle Usage for Company Business

Only employees with a current driver's license, acceptable driving record, and whom have adequate insurance coverage (amount computed and updated periodically by Rival) may operate Rival vehicles or use a personal vehicle to conduct RIVAL business. An employee operating a personal vehicle to conduct Rival business may be requested to provide proof of adequate insurance to the Fleet Manager.

Rival has the right to search any Rival vehicle at any time in accordance with Rival's Search and Inspection Policy. Therefore, employees have no reasonable expectation of privacy with respect to Rival vehicles or personal vehicles on Rival property.

Rival may require a log of vehicle usage to be maintained. Personal usage of Rival vehicles may result in taxable income to the employee.

Rival may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the Company.

If you use a company vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

Any employee operating a vehicle to perform Rival business must do so in a safe manner. Any employee operating a vehicle under the influence of federally defined illegal drugs or alcohol, or in another unsafe or negligent manner, while performing Rival business will be given discipline up to and including termination. Testing related to reasonable suspicion or post-accident testing will be performed in accordance with Rival's Drug and Alcohol Policy and HSSE Handbook.

6.2 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Rival must maintain a valid driver's license and acceptable driving record. The Company may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the Company.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without

insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.3 Bulletin Boards

Rival maintains an official bulletin board located at 14400 Hwy. 34, Fort Morgan, CO (Rival's main office) for providing employees with official Company notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the Company may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.4 Computer Security and Copying of Software

Software programs purchased and provided by Rival are to be used only for creating, researching, and processing materials for Company use. By using Company hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable Company policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the Company or developed by Company employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the Company to respect all computer software rights and to adhere to the terms of all software licenses to which the Company is a party. The Safety Manager is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the Company to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval. All software acquired by the Company must be purchased through the Safety Manager.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the Company.

6.5 Use of Company Technology

This policy is intended to provide Rival employees with the guidelines associated with the use of the Company information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the Company, and all use of such resources and systems when accessed using your own devices, including but not limited to:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

Company IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All electronic communications on or through Rival's electronic communication systems are considered the property of Rival. This includes records and archives of communication and includes those marked as deleted or purged. Rival does not guarantee the confidentiality or privacy of the information in these systems.

All content maintained in Company IT resources and communications systems are the property of the Company. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on Company electronic information and communications systems.

Electronic communications are subject to search, inspection, or monitoring by Rival at any time, for any reason, with or without notice, unless prohibited by law.

The interests of the Company in monitoring and intercepting data include, but are not limited to: protection of Company trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on Company IT resources and communications systems.

Do not use Company IT resources and communications systems for any matter that you would like to be kept private or confidential.

Rival may control, restrict, cancel, or otherwise change an employee's electronic communication privileges at any time for any reason.

Internet sites that discuss or advocate controversial subjects or affect the validity of Rival's business processes may be blocked. If access to these sites is necessary to satisfy a business requirement, they may be unblocked on an exception basis with IT department's written approval.

Responsibilities

Rival's office equipment, such as cell phones, smart phones, air cards, telephones, copy machines, wireless hubs, computer, email systems, and scanners are intended to be used for business purposes only.

Personal use of the above-mentioned items is permitted, as long as it does not interfere with job performance, consume company resources, give rise to additional costs, or interfere with the activities of other employees. Under no circumstances shall the computer system or phone system be used for personal financial gain, to solicit others for activities unrelated to the Company's business or in connection with political campaigns or lobbying.

The electronic communication system is not to be used to generate, send, retrieve, or access any offensive or disruptive material, including jokes, chain letters, images, recordings, messages, and stories. Among those that are considered offensive or disruptive are any materials that contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sex, religions, national origin, or disability or anything else that violates Rival's Equal Employment Opportunity and Anti-Harassment Policies.

Individual users must comply with all copyright and other legal statements and obtain software licenses as required. No inventions, trade secrets, or other proprietary information should be transmitted to, or through, forums that are accessible by the public or any third party that has not executed the appropriate confidentiality agreements.

The IT Department only supports equipment and software that is owned by Rival.

Email Communication

Email communication by employees of Rival:

- Must not contain material that might be construed as obscene under applicable laws, regulations, or legislation.
- Must not contain statements about an individual or entity that are false, defamatory, or could potentially damage the reputation of that individual or entity.
- Must not discriminate or harass on grounds of sex, race, creed, age, religion, national origin, disability, or any other protected characteristic as established by laws, regulations, or legislation.
- Must not be broadcast to contact or distribution lists if the message is of a non- business nature or contains attachments of a personal, discriminatory, libelous, or obscene nature.

Rival does not condone the distribution of non-business-related material, or material in violation of the above restrictions, to recipients within, or external to, Rival's communication network. In addition, messages broadcast to numerous recipients in a contact or distribution list, especially when large files are attached, significantly impede the efficiency of the network to process other traffic. A violation of the email policy may subject the sender and/or possibly the recipient to disciplinary action up to, and including, termination.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the Company will also advise law enforcement officials of any illegal conduct.

6.5 Employer Sponsored Social Events

Rival holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a supervisor prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.6 Employer-Provided Cell Phones/Mobile Devices

Rival may issue certain employees a Company cell phone/mobile device for work-related communications and/or operations. If you drive a vehicle during your employment, you may not use any cell phone/mobile device or other communication device while driving unless the device is equipped or configured with a "hands-free" listening/speaking option, and you in fact utilize the hands-free device.

We understand that you may use the cell phone/mobile device for personal use; however, such personal use should not exceed the plan allowance. When the cell phone/mobile device is used for personal reasons and the activity results in additional cost to the Company, you are responsible for the cost of that usage, including all applicable taxes unless prohibited by law.

The Company owns and remains entitled to all cell phone/mobile devices issued to employees, including all passwords controlling access to them.

You may not change those passwords except with permission. At the time of employment termination, all such equipment and passwords must be returned to the Company in operable condition.

Violation of this policy may result in discipline, up to and including termination of employment.

6.7 Personal Cell Phone/Mobile Device Use

While Rival permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on Company property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with Company policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the Company requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain authorization from the Safety Manager. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. Rival requires that employees have the Company timekeeping application and email application on their personal cell phone. The Safety Manager would be responsible for removal of email access. If you are authorized to use a personal device, you will receive a phone allowance based on the estimated use of the device. If you obtain or currently have a plan that exceeds the phone allowance, the Company will not be liable for the cost difference.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.7 Non-solicitation/Non-distribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Rival has implemented a Non-solicitation/Non-distribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Non-solicitation/Non-distribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and non-harassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted.

For safety and Rival security purposes, off-duty employees should not remain in work areas. Solicitation, distribution, and trespassing on Rival property by non-employees are prohibited at all times.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your supervisor.

6.8 Off-Duty Use of Employer Property or Premises

You may not use Rival property for personal use during working time. You are responsible for returning Company property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, Company products, or office supplies for personal use without prior authorization.

It is Company policy to control off duty and nonworking hour use of Company facilities either for business or personal reasons. You may be authorized to use a company vehicle while off duty or during non-working hours without the written consent of your supervisor. If you use Company facilities during your off-duty hours or Company off-hours, you may be required to sign a log-in and log-out sheet maintained by the Company or building manager.

6.9 Personal Appearance

Every employee should project an image that reflects positively on Rival. Appropriate dress depends on the nature of the work, safety issues involved, degree of customer contact, climate, and culture. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job.

Appropriate dress includes, but is not limited to:

- **Business Casual** – this is the most common office-based employee dress expectation.
- **Formal Business Attire** – this is the most common dress for meeting with clients, peers, and outside vendors.
- **Designated Uniform & Personal Protective Equipment (PPE)** – this is the most common dress expectation for employees working on a jobsite or out in the field as Company/personal identification and safety/protective equipment are a required part of the job itself and the safety of the employee. Occasionally, office and support staff may be required to wear a designated uniform and PPE if they are on a jobsite or the work itself requires such. Jewelry or items that can catch on other equipment are not acceptable when PPE is the required dress.

It is the responsibility of each employee to wear appropriate work clothing required by his or her work assignment.

Please refer to HSSE Safety Handbook for specific information regarding PPE.

Inappropriate Apparel

Certain apparel is considered inappropriate at all times. Such apparel includes but is not limited to, the following:

- Clothing with holes, rips, tears, or stains
- Exercise wear including sweatpants and warm-up suits
- Overly revealing garments
- Symbols or other articles of clothing that might be considered offensive
- Shorts

Wearing clothing or presenting, a bodily appearance that is disruptive, provocative, revealing, profane, vulgar, offensive, or obscene and/or endangers the health and safety of others is prohibited. Employees are

not authorized to modify or deface Rival-supplied clothing. This includes but is not limited to adding patches or symbols.

Grooming

Appropriate hygiene must be maintained at all times. Employees should be considerate to others when wearing colognes, perfumes, lotions, body sprays, etc.

The Company, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the Company. Contact your supervisor to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.10 Fire Retardant (FR) Clothing

It is the policy of the Company to provide all field employees with required fire-retardant (FR) clothing. The Company will purchase for the employee, at time of employment, all necessary and required FR clothing. The number of items purchased is dependent on job type, need, and requirement.

It is the responsibility of the employee to maintain the clothing in the manufacturer's suggested cleaning manner and the employee will be required to inform their supervisor of any rips, stains, or other defects that warrant replacement in a timely manner.

As the Company is purchasing these garments for the employees' specific use, it requires some assurance that the employee will have longevity to fully use the clothing as designed.

6.11 Use of Rival Equipment

The protection of Rival business information, property, and all other assets are vital to the interests and success of Rival. No Rival-related information or property including, without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of Rival) may be removed from Rival's premises.

Rival's office equipment, such as telephones, company issued cell phones, computers, laptops, air cards, iPads, and copy machines, are intended to be used for business purposes. Personal use is only permitted in accordance with the Use of Company Technology Policy.

Employees must use equipment in a safe manner. In accordance with the HSSE Handbook, Rival does not allow use of cellular phones without hands-free devices while actively driving a Rival or personal vehicle while on Rival business. Texting while driving any vehicle at any time also is prohibited.

Certain field equipment requires certification to utilize (e.g., DOT certification, or Heavy Machinery certification). Only those employees certified to utilize Rival equipment are authorized to operate such equipment. Rival field equipment may only be used for business purposes except in the event of an emergency with supervisor's permission.

Loss, damage, or theft of Rival property should be reported to your supervisor at once. Negligence in the care and use of Rival property may be grounds for discipline up to, and including, termination.

Rival property, uniforms, equipment, work products, and documents in the employee's possession or control are expected to be returned upon termination.

6.12 Social Media

At Rival, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the Company, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the Company.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the Company, as well as any other form of electronic communication.

Company principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the Company.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Before engaging in social media as a representative of Rival, you must be authorized to issue or publish a comment by Human Resources.

Once authorized to comment as a Rival representative, you must:

- Disclose you are an employee of Rival and use only your own identity or an approved official account.
- Disclose and comment only on information classified as public domain information.
- Ensure that all content published is accurate, not misleading, aligned with marketing materials, and compliant with all Rival policies.
- Comment only on your area of expertise and authority and ensure comments are respectful of the community in which you are interacting online.
- Adhere to the Terms of Use of the relevant social media platform/website, as well as copyright, privacy, defamation, contempt of court, discrimination, harassment, other applicable laws, and Rival's policies.

If you are an authorized Rival representative, you must not:

- Post or respond to material that is offensive, obscene, defamatory, threatening, harassing, bullying, discriminatory or that infringes copyright, constitutes a contempt of court, or is deemed otherwise unlawful with regard to Rival or any of its employees
- Make any comment or post any material that may otherwise cause damage to Rival's reputation or bring it into disrepute.

Be Respectful

The Company cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class

protected by law or Company policy. Your personal posts and social media activity should not reflect upon or refer to the Company.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company.
- Do not create a link from your personal blog, website, or other social networking site to a Company website that identifies you as speaking on behalf of the Company.
- Never represent yourself as a spokesperson for the Company. If the Company is a subject of the content you are creating, do not represent yourself as speaking on behalf of the Company. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the Company.

Moderation of Rival-Produced Social Media

The site owner must ensure a policy of moderation is clear in the Terms of Use when inviting comments from the public on a Rival website or social media platform. Rival's IT Department and Executive Management must approve all Rival website activity.

Media Contacts

If you are not authorized to speak on behalf of the Company, do not speak to the media on behalf of the Company. Direct all media inquiries for official Company responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.13 Telecommuting

Telecommuting is defined as regularly working a full or partial workday from home or some other alternate work site.

Rival will make telecommuting available to employees when it benefits organizational and departmental needs. This option may not be available in some job classifications due to business needs. Each department manager will determine, in his or her discretion, the positions within the department that may be suitable for telecommuting.

If you meet eligibility requirements for telecommuting, you must submit a Telecommuting Agreement form to your immediate supervisor for departmental approval. If you are granted a telecommuting arrangement, you will be subject to the same performance standards as prior to telecommuting. Telecommuting work

areas may be evaluated to ensure that appropriate safety standards are met. Telecommuting may be a reasonable accommodation; consult Human Resources if you are requesting telecommuting as a reasonable accommodation.

6.14 Third Party Disclosures

From time to time, Rival may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to Rival Executive Management. If you have any questions about this policy or are not certain what to do when such a contact is made, contact Rival Executive Management.

6.15 Workplace Privacy and Right to Inspect

Rival reserves the right to conduct searches or inspections of employees and their offices, personal effects located on Rival or customer's premises or work sites, private vehicles (if parked on Rival or customer's premises or work sites) and their quarters (if furnished by Rival) in accordance with local law.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on Company premises including that kept in lockers and desks.

Rival reserves the right to take possession of any contraband or stolen items and/or notify local authorities.

Investigations

Rival may conduct internal investigations pertaining to security, auditing, or work-related matters. Employees are required to cooperate fully with, and assist in, these investigations if requested to do so. Presence on Rival or customer premises or work sites constitutes consent to searches or inspections. An appropriate Rival representative will conduct all searches and inspections.

Vehicles

In general, all vehicles entering any Rival facility or office are subject to search prior to, or at the time of, leaving. For practical purposes, private vehicle searches will be limited to those vehicles in which:

- There is probable cause to believe contraband or Rival property may be concealed.
- Elevated security threat conditions are present.

Vehicle searches and/or screening are required to comply with regulatory security standards, including:

- Chemical Facility Anti-Terrorism Standards (CFATS)
- Maritime Transportation Security Act (MTSA)
- Nuclear Regulatory Commission (NRC)
- International Atomic Energy Agency (IAEA)
- Customs Trade and Partnership Against Terrorism (CTPAT)
- International Ship and Port Security (ISPS).

Rival reserves the right to conduct a general inspection of randomly selected vehicles. The foremost goals of searches or inspections are to find and recover illegally obtained Rival property and prevent the introduction of contraband (i.e., drugs, weapons) into the workplace.

If, at the time of search or inspection, a Human Resources Representative is not available, the facility manager will be present if possible.

Rival reserves the right to utilize third-party inspectors, technology, and other assets, including law enforcement officials, to augment their inspections

6.16 Access to Personnel and Medical Records Files

The Human Resources Department maintains a personnel file for each employee. Personnel files are the property of Rival and access to the information they contain is restricted. Upon request, if a current employee wants to review his or her personnel file they will be permitted, on at least an annual basis, to inspect and/or obtain a copy of their own personnel or medical records file. With reasonable advance notice, the employee may review their own personnel file in Rival offices and in the presence of an individual appointed by the company to maintain the files. The employee may be required to pay the reasonable cost of duplication of documents.

Records containing any information of a medical nature are considered medical records and are protected by privacy laws. Rival respects the privacy of employees and only utilizes information contained in these documents for purposes of maintaining a safe work environment and for complying with the Federal Department of Transportation Regulations. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only. Employees may access information contained in their medical records by scheduling an appointment with the Human Resources Department.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions.

All requests by an outside party for information contained in your personnel file will be directed to the Human Resources, which is the only department authorized to give out such information.

6.17 Personal Data Changes

It is your obligation to provide Rival with your current contact information, including current mailing address and telephone number. You should also inform the Company of any changes to your tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.18 Relocation

For employees receiving an offer to cover relocation expense, a Relocation Intake Form must be completed and signed by the Owner/President and Manager of Human Resources. The employee must also sign a Repayment Agreement before receiving any benefits. Rival understands the needs of our employees are unique and will work with our employees to make sure the transition is as seamless as possible. Rival reserves the right to defer all relocation management to a third party. If employee is terminated or resigns within the terms of the policy, the employee may be required to pay relocation expenses back to the company. Expenses may be deducted from the employee's paycheck.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Rival 401(k) plan. Refer to your Summary Plan Description (SPD) for specifics.

Contact Human Resources to find out if you are eligible to participate in the Company 401(k) plan. The Company is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the Company, unless otherwise required by law.

7.2 Health Insurance

Rival offers group health insurance benefits to all eligible full-time employees and their eligible dependents on the first of the month following 60 days of employment. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resources.

Enrolling in Rival's benefit plan is the employee's responsibility. Missing the applicable enrollment period will result in forfeiting benefits until the next open enrollment period or qualifying event. Please refer to the Benefit Package you have been provided for further information.

Your group health benefits are paid in part by the Company. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the Company, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the Company will provide you with information about your rights to continue your benefits coverage.

7.3 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Rival employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact Human Resources to learn more about your COBRA rights.

7.4 Dental Insurance

All regular full-time employees on the first of the month following 60 days of employment of employment are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.5 Vision Care Insurance

All regular full-time employees on the first of the month following 60 days of employment at Rival are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.6 Bereavement Leave

Rival recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the Company will provide bereavement leave as follows:

When a death occurs in an employee's immediate family, the employee, on request, is paid for up to five (5) days of regular pay in order to attend the funeral and address family needs. When a death occurs in an employee's extended family, the employee, on request, is paid for up to three (3) days of regular pay in order to attend the funeral and address family needs.

Members of the employee's immediate family include only the following:

- Spouse
- Children of employee or spouse
- Parents, brother and/or sister

Members of the employee's extended family include only the following:

- Parents of spouse
- Brother-in-law of employee
- Sister-in-law of employee
- Grandparents of employee or spouse
- Grandchildren of employee or spouse
- Aunt and uncle of employee

You may use accrued but unused paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the Company on a case-by-case basis.

You must provide notice of your need for bereavement leave as far in advance as possible. The Company may require documentation supporting your need for bereavement leave.

7.7 Holidays

Rival offers the following paid holidays to full-time employees each year:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day

Additional days may be determined at Rival's discretion and will be communicated on a yearly basis. Any modified schedule due to a holiday falling on a weekend will also be communicated on a yearly basis. Managers may move a holiday to reflect local conditions or to operate more efficiently.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday is observed on a date in which an employee is on an unpaid Leave of Absence, the employee will not receive holiday pay for that date. In the event a recognized Rival holiday occurs during an employee's PTO, the employee will receive holiday pay for the recognized holiday and the holiday will not count as a PTO day.

If a holiday falls on your regular day off, ask your supervisor how it affects you.

In order to receive holiday pay, an employee must work the full scheduled workday preceding and following the holiday or have this time off pre-approved. Holiday pay shall be no more 8 hours a day regardless of normal schedule. Holiday pay is a benefit and not an earned wage. An unexcused absence on the day before or after a holiday causes the employee to lose holiday pay. Non-exempt employees who work on a Rival observed holiday would receive the regular work pay rate for hours worked in addition to the holiday pay of 8 hours.

You will be compensated for holidays in accordance with federal and state law.

7.8 Paid Time Off (PTO) – Colorado Full-Time Employees Only

Rival Services, LLC, provides eligible employees with paid leave in compliance with the Colorado Healthy Families and Workplaces Act (HFWA).

Eligibility

During the first six (6) months of employment, all full-time Rival employees are eligible to accrue, and use, paid sick leave that can be used for HFWA-qualifying reasons only. The purpose of the paid sick leave is to provide Rival Services employees with leave for HFWA-qualifying reasons in accordance with Colorado law.

At the employee's six (6) month anniversary, all accrued, but unused paid sick leave will roll into a paid time off (PTO) leave bank, and the employee will continue accruing PTO through the first year of employment.

The purpose of PTO is to provide employees with flexible paid time off from work. This time can be used for such things as vacation, illness, injury, personal business, medical appointments, volunteer activities and other activities of one's choice, including HFWA and non-HFWA purposes.

PTO Accrual Schedule, Maximum Accrual, and Cap

Rival Services employees accrue paid sick leave at a rate of one (1) hour for every 30 hours worked during their first six (6) months of employment. At the six (6) month anniversary, all accrued but unused paid sick leave hours roll into a PTO bank and employees begin accruing PTO at the rates below.

Non-Exempt Accrual

<u>Length of Employment</u>	<u>Accrual Per Hours Worked</u>	<u>Max Accrual Per Week</u>	<u>Max Annual Accrual</u>	<u>Accrual Cap</u>
6 months – 1 year	0.0385 hours	1.540 hours	80.08 hours	80.08 hours
2 – 5 years	0.0462 hours	1.848 hours	96.2 hours	144 hours
6 – 10 years	0.0693 hours	2.770 hours	144.04 hours	216 hours
11+ years	0.0885 hours	3.540 hours	184.08 hours	276 hours

Exempt Accrual

<u>Length of Employment</u>	<u>Flat Accrual Per Pay Period</u>	<u>Max Annual Accrual</u>	<u>Accrual Cap</u>
6 months – 1 year	3.08 hours	80.08 hours	80.08 hours
2 – 5 years	3.70 hours	96.2 hours	144 hours
6 – 10 years	5.54 hours	144.04 hours	216 hours
11+ years	7.08 hours	184.08 hours	276 hours

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee first enters an eligible employment classification. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation.

PTO accrual is capped at the maximum annual accrual listed in each accrual tier above. Once you reach the maximum accrual amount, you will not accrue any additional PTO until you use some of the accrued but unused PTO and the amount falls below the maximum accrual amount. You will not receive retroactive credit for any period of time in which you did not accrue PTO because you accrued the maximum amount.

Holidays, jury duty, bereavement, or other qualified leave do not count against your PTO days.

Leave Usage and Requests for Leave

Rival Services encourages employees to use PTO time and requires that employees request PTO for all non-HFWA related reasons in advance from their supervisor, with advance notice requirements being contingent on the length of time requested:

- Requests for one (1) day of PTO may be requested with one (1) weeks' notice.
- Request for two (2) – five (5) days of PTO may be requested with two (2) weeks' notice.
- Requests for six (6) or more days of PTO may be requested with four (4) weeks' notice.

You must take PTO in increments of at least one (1) hour.

Employees who have an unexpected need to be absent from work that qualifies as a HFWA-qualifying leave reason should notify their supervisor before the scheduled start of their workday, if possible. The supervisor must also be contacted on each additional day of unexpected absence.

HFWA-Qualifying leave reasons are defined as follows:

Leave used by employees to care for themselves or a family member** for the following permitted purposes:

- The employee's (or a family member's) mental or physical illness, injury, or health condition that prevents the employee from working;
- Diagnosis, care, or treatment of the employee's (or a family member's) mental or physical illness, injury, or health condition;
- Obtaining preventative medical care for the employee or their family member.
- Medical care, victim services care, mental health or other counseling, relocation, or related legal services due to the employee, or a family member, being a victim of domestic abuse, sexual assault, or harassment.
- Closure of the employee's workplace or their child's school, or place-of-care, due to a public health emergency.

**"Family Member," as defined by C.R.S. § 2-4-401(3.7), is (1) an immediate family member related by blood, marriage, civil union, or adoption, (2) a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or (3) a person for whom the employee is responsible for providing or arranging health- or safety-related care.

All other types of leave reasons outside of the listed HFWA-Qualifying reasons above are considered non-HFWA-Qualifying reasons and will be approved or denied based on business necessity. Rival Services will generally grant PTO requests for non-HFWA related reasons when possible; when multiple employees request the same time off, requests will be processed on a first come, first serve basis.

During a Leave of Absence

Rival Services may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Employees will not accrue PTO during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Carryover

Employees may carry over all accrued, but unused PTO hours each calendar year.

Separation of Employment

Upon separation of employment for any reason, accrued but unused PTO will be paid out.

Employees who separate from Rival Services within the first six (6) months of employment will not be paid out a balance of their paid sick leave.

Reinstatement of Paid Sick Leave

If an employee leaves employment with Rival Services during the first six (6) months and is subsequently rehired as an employee with Rival Services within six (6) months of their separation date, the previously accrued but unused balance of paid sick leave would be reinstated. Outside of this timeline, employees would be paid their balance of PTO hours at the time of separation, and no hours would be reinstated at the time of rehire.

Retaliation

Rival Services will not retaliate against employees who request or take PTO for HFWA-qualifying reasons in accordance with this policy.

7.9 Paid Time Off (PTO) – Colorado Part-Time Employees Only

Rival Services provides eligible employees with paid sick leave in compliance with the Colorado Healthy Families and Workplaces Act (HFWA).

Eligibility

All part-time Rival employees working in Colorado are eligible to accrue, and use, paid sick leave beginning at time of hire.

PTO Accrual Schedule, Maximum Accrual, and Cap

Eligible employees accrue one hour for every 30 hours worked up to a maximum accrual of 48 hours in a leave year. You will begin accruing sick leave on January 1, 2021 or your first day of employment, whichever is later. For purposes of this policy, the leave year is based on a calendar year.

You may begin using paid sick leave as it accrues.

You may use a maximum of 48 hours of paid sick leave in a leave year. You may carry over up to 48 hours of unused accrued paid sick leave to the following leave year; however, you may still only use 48 hours of paid sick leave in any given leave year.

Leave Usage and Requests for Leave

You must take paid sick leave in increments of at least one (1) hour.

Employees who have an unexpected need to be absent from work that qualifies as a HFWA-qualifying leave reason should notify their supervisor before the scheduled start of their workday, if possible. The supervisor must also be contacted on each additional day of unexpected absence.

HFWA-Qualifying leave reasons are defined as follows:

Leave used by employees to care for themselves or a family member** for the following permitted purposes:

- The employee's (or a family member's) mental or physical illness, injury, or health condition that prevents the employee from working;
- Diagnosis, care, or treatment of the employee's (or a family member's) mental or physical illness, injury, or health condition;
- Obtaining preventative medical care for the employee or their family member.

- Medical care, victim services care, mental health or other counseling, relocation, or related legal services due to the employee, or a family member, being a victim of domestic abuse, sexual assault, or harassment.
- Closure of the employee's workplace or their child's school, or place-of-care, due to a public health emergency.

***"Family Member," as defined by C.R.S. § 2-4-401(3.7), is (1) an immediate family member related by blood, marriage, civil union, or adoption, (2) a child to whom the employee stands in loco parentis or a person who stood in loco parentis to the employee when the employee was a minor; or (3) a person for whom the employee is responsible for providing or arranging health- or safety-related care.

During a Leave of Absence

Rival Services may require you to use any unused paid sick leave during disability or family medical leave, or any other leave of absence, where permissible under local, state, and federal law.

Employees will not accrue paid sick leave during unpaid leaves of absence, or other periods of inactive service, unless PTO accrual is required by applicable federal, state, or local law.

Carryover

Employees may carry over up to 48 hours of accrued but unused paid sick leave each calendar year.

Separation of Employment

You will not be paid for any unused paid sick leave when your employment ends.

Reinstatement of Paid Sick Leave

The Company will reinstate previously accrued, unused paid sick leave if you separate and are rehired within six (6) months.

Retaliation

Rival Services will not retaliate against employees who request or take paid sick leave in accordance with this policy.

7.10 Additional Leave Use During a Public Health Emergency

In addition to the paid sick leave provided under the Sick and Annual Leave Policy, Rival Services will provide you with paid public health emergency leave, in accordance with the Colorado Healthy Families and Workplaces Act (HFWA), for a declared public health emergency.

Public health emergency means:

- An act of bioterrorism, a pandemic influenza, or an epidemic caused by a novel and highly fatal infectious agent, for which 1) an emergency is declared by a federal, state, or local public health agency; or 2) a disaster emergency is declared by the governor; or
- A highly infectious illness or agent with epidemic or pandemic potential for which a disaster emergency is declared by the governor.

Public health emergency leave may be used for the following reasons:

- To self-isolate due to either being diagnosed with, or having symptoms of, a communicable illness that is the cause of a public health emergency;
- To seek diagnosis, treatment, or care (including preventive care) of such illness;
- Exclusion from work by a government health official, or by your employer, due to your exposure to, or symptoms of, such illness;
- Inability to work due to a health condition that may increase your susceptibility or risk of such

illness; or

- To care for a child or other family member who is in category 1, 2, or 3 above, or whose school, childcare provider, or other care provider is either unavailable, closed, or providing remote instruction due to the public health emergency.

Public health emergency leave will be provided, as needed, in addition to any paid sick leave that you have already accrued. If you normally work 40 or more hours in a week, you will be provided with enough public health emergency leave to ensure that you are able to take 80 hours of leave during a public health emergency. If you work fewer than 40 hours per week, you will be provided with enough public health emergency leave to ensure that you are able to take leave equal to the amount of time that you are scheduled to work in a 14-day period or the amount of time you actually work on average in a 14-day period—whichever is greater.

You may use any public health emergency leave that is provided under this policy before using any paid sick leave that you have accrued prior to the public health emergency.

Public health emergency leave expires four weeks after the official termination or suspension of the public health emergency. During a public health emergency, you will continue to accrue paid sick leave as outlined in the Colorado Paid Sick Leave Policy.

You must provide notice of your need for public health emergency leave as soon as practical if your need for leave is foreseeable and Rival Services is not closed. If the need for leave is unforeseeable, provide notice as soon as possible.

You will not be required to provide any documentation for public health emergency leave. Rival Services will not retaliate against employees who request or take leave in accordance with this policy.

7.11 Donated PTO

Rival Services employees may donate accrued but unused PTO hours to benefit another Rival Services employee who has need of more PTO hours than they have available.

You may donate up to 40 hours per year of your accrued but unused PTO balance.

Employees requesting donated paid leave may not receive more than 65 days (520 hours) of paid leave in any given year. Requests to access donated paid leave may be made with the Human Resources department and the employee's supervisor must approve the use of donated PTO, except in cases of HFWA-qualifying reasons.

Donated PTO may be taken in 4-hour or 8-hour increments only and must be used for the stated purpose during the requested time period. Changes to this process may be approved on a case-by-case basis.

7.12 Family and Medical Leave (FMLA)

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Rival provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the Company for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Reasons for Leave

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period begins on the effective date of the request.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:
 - Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
 - Attending official ceremonies, programs, or military events;
 - Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
 - Making financial and legal arrangements;
 - Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
 - Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);

- Post-deployment activities such as Rival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the Company first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the Company.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from Human Resources. When you request leave, the Company will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the Company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The Company also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid; however, you will be required to substitute any accrued and unused paid leave for unpaid FMLA leave as permitted by law.

Your FMLA leave runs concurrently with other types of leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by state law. The substitution of paid leave for unpaid FMLA leave does not extend the 12 or 26 weeks (whichever is applicable) of FMLA leave. In addition, the substitution of paid leave for unpaid leave may not result in your receipt of more than 100 percent of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize accrued paid leave. However, where state law permits, you may elect to use accrued paid leave to supplement these benefits.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the Company will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the Company may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the Company during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the Company may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the Company may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the Company, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the Company will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The Company is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the Company becomes aware of any qualifying reason for FMLA leave, the Company will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.13 Family Care Leave – Colorado Employees Only

In accordance with Colorado's Family Care Act, if you are eligible for leave under the federal Family and Medical Leave Act (FMLA), you may also take leave to care for a person who has a serious health condition (as defined under the FMLA) if that person:

- Is your partner in a civil union (as defined under Colorado law); or
- Is your domestic partner, and:
 - Has registered the domestic partnership with the municipality in which they reside or with the state, if applicable; or
 - Is recognized by the Company as your domestic partner.

When requesting leave under this policy, you may be required to provide reasonable documentation or a written statement of family relationship, in accordance with the FMLA, to confirm your relationship status.

Additionally, you may be required to submit the same certification as required under the FMLA.

Leave will run concurrently with other types of leave where permitted under applicable law.

See the FMLA policy for additional information.

7.14 Personal Leave of Absence

Rival recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Eligibility

All regular full-time employees continuously employed for at least six (6) months are eligible to apply for an unpaid personal leave of absence.

Requesting Leave

Requests for unpaid personal leave must be submitted to your supervisor and Human Resources in writing at least 30 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved. Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company.

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence.

Sick leave, PTO, vacation time, seniority, or other benefits will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

If you are granted a personal leave of absence, reinstatement to your position or any position is not guaranteed.

Duration of Leave

Leave of absences may be approved for up to three (3) months during a 12-month period, unless state law dictates otherwise.

Benefits While on Leave

Your Company-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 90 days. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 90 days, or you fail to pay your premium payment in a timely manner, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 30 days in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

Employees on an unpaid leave of absence for non-work related medical reasons must return to work as soon as permitted by his or her health care provider. The employee must submit a fitness to return to duty clearance to Human Resources.

In advance of your scheduled return date, your supervisor or Human Resources will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary resignation.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

7.15 Military Leave (USERRA)

Rival complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.16 Domestic Violence Leave (Colorado Employees Only)

Rival will provide employees who are victims of domestic violence, including sexual abuse, stalking, sexual assault, or any other crime including an act found by a court to be domestic violence, up to three (3) days of unpaid leave time within a 12-month period.

Eligibility

You must have been employed with the Company for 12 or more months to be eligible for this leave.

Use of Leave

You may use leave available under this policy to:

- Seek a civil protection order to prevent domestic abuse.
- Obtain medical care and/or medical health counseling for yourself or your children to address physical or psychological injuries resulting from the act of domestic abuse, stalking, sexual assault, or other crime involving domestic violence.
- Make your home secure from the perpetrator of the crime or seek new housing to escape the perpetrator.
- Seek legal assistance to address issues arising from the crime and attend and prepare for court-related proceedings arising from the act or crime.

Notice

Except in a case of imminent danger, if you are seeking leave from work under this policy you must provide the Company with advance notice of the leave. In addition, the Company may require you to provide documentation verifying the need for the leave. Confidentiality of the situation will be maintained to the extent possible.

Before taking unpaid leave under this policy, you must exhaust any available PTO and sick leave, if applicable.

Retaliation

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.17 Crime Victim and Witness Leave (Wyoming Employees Only)

Rival realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you were the victim of a criminal act. The Company provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, notify your supervisor as soon as possible to make scheduling arrangements.

The Company reserves the right to require employees to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use PTO in place of unpaid leave.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.18 Jury Duty Leave

Rival encourages employees to fulfill their civic duties related to jury duty. Rival services will pay employees for eight (8) hours per day, up to a total of three (3) days if an employee is selected for jury duty. If a Rival employee is called for jury duty, but not selected, Rival will pay the employee for a total of eight (8) hours for that specific day. For any additional time spent beyond three (3) days, employees may opt to use PTO time or take the time unpaid.

Any employee who loses time from work because of jury duty (including examinations, empanelment, and service), or being a subpoenaed witness in a court hearing in which he or she is not the plaintiff or defendant, will need to provide as much notice as possible to his or her supervisor or manager.

Employee must submit a copy of the juror summons, subpoenaed witness notices, or other court documents to his or her supervisor in a timely manner (no more than 15 days after the pay period has ended) to confirm the time missed from work.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.19 Voting Leave

Rival encourages all employees to exercise their right to vote.

Colorado Employees Only:

Upon prior request (before Election Day), you will be provided up to two (2) hours of paid time off to vote if you do not have three (3) or more non-working hours in which to vote during the hours the polls are open. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements. Employees are encouraged to take advantage of early voting.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

Wyoming Employees Only:

If you have less than three (3) hours outside of working hours to vote while the polls are open, you will be allowed to take up to one (1) hour off from work, without loss of pay, to vote. Time off to vote will be in addition to any meal break.

You must provide reasonable notice to your supervisor prior to Election Day so that the time off can be scheduled to minimize disruption to normal work schedules. Your supervisor may specify the particular time during which you may be absent to vote.

You may be required to show proof that you voted. Time off to vote may not be paid if you do not use the time to vote.

The Company will not retaliate against employees who request or take leave in accordance with this policy.

7.20 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Rival and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the Company.

7.21 Workers' Compensation Insurance

Maintaining a safe work environment requires the continuous cooperation of all employees. Rival strongly encourages employees to communicate with fellow employees and their supervisor regarding safety issues.

All employees will be provided care, first aid and emergency service, as required, for injuries or illnesses while on Rival premises or a customer job site. An employee should contact the nearest supervisor, and/or 911 in the event of a serious accident or emergency. If an employee is injured on the job, Rival provides coverage and protection in accordance with applicable Workers' Compensation Laws.

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Rival, no matter how slightly, you are to report the incident immediately to your supervisor.

To receive workers' compensation benefits, notify your supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits. Employees who fail to report an occupational injury, illness, or motor vehicle accident in a timely manner may be subject to disciplinary action up to, and including, termination of employment.

7.22 Colorado Family and Medical Leave Insurance (FAMLI) Policy

Colorado voters approved Proposition 118 in November 2020, paving the way for a state-run paid Family and Medical Leave Insurance (FAMLI) program. FAMLI supports both employees and businesses alike by protecting and supporting them when certain life events happen.

Starting in January 2024, most Colorado workers will be able to apply for FAMLI leave benefits to help them get through the following circumstances:

- Caring for a new child during the first year after the birth, adoption, or foster care placement of that child.
- Caring for a family member with a serious health condition.
- Caring for your own serious health condition.
- Making arrangements for a family member's military deployment.
- Obtaining safe housing, care, and/or legal assistance in response to intimate partner violence, stalking, sexual assault, or sexual abuse.

Eligibility

Starting in 2024, paid family and medical leave benefits will be available to most Colorado workers who have earned \$2,500 over the previous year for work performed in Colorado. You don't have to work for your employer a minimum amount of time in order to qualify for paid family and medical leave benefits.

Covered employees are entitled to up to 12 weeks of paid family and medical leave per year. Individuals with serious health conditions caused by pregnancy complications or childbirth complications may be entitled to up to four (4) more weeks of paid leave per year for a total of 16 weeks. FAMLI leave may be taken continuously, intermittently, or in the form of a reduced work schedule.

Payroll Deductions

The FAMLI program is funded through premiums paid by both workers and employers (depending on how many employees the business has). The portion paid by workers will be made through a simple payroll deduction facilitated by your employer. You will see a FAMLI deduction coming out of your paychecks starting in January 2023.

- The employee share of FAMLI premiums is set at 0.45% of employee wages through the end of 2024.
- For every \$100.00 an employee makes, an employer may deduct up to \$0.45. For someone making \$45,000/year that's a deduction of less than \$8 per bi-weekly paycheck.

To see what your estimated deduction will be, check out the premium and benefit calculator on www.famli.colorado.gov.

Benefit Amounts

FAMLI wage replacement benefits will be paid at a rate of up to 90% of the employee's average weekly wage with lower wage earners receiving a higher percentage. Benefits are calculated on a sliding scale using the individual's average weekly wage from the previous five (5) calendar quarters in relation to the average weekly wage for the state of Colorado and may increase over time. Benefits are capped at \$1,100 per week. You can estimate your potential benefits by using the calculator available at www.famli.colorado.gov.

Applying for FAMLI Benefits

Individuals or their designated representatives can apply for FAMLI benefits by submitting an application directly to the FAMLI Division, along with other required documents that support the need for leave.

Applications may be submitted in advance when the need for qualified leave is foreseeable. When the need for leave is foreseeable, individuals must provide 30 days' notice prior to the start of their planned leave to their employer when practicable. When the need for leave is unforeseeable, individuals have up to 30 days after the leave has begun to apply for FAMLI benefits.

Approved applications will be paid by the FAMLI Division within two (2) weeks after the claim is properly filed, and every two (2) weeks thereafter for the extent of the approved leave.

Employees can appeal claim determinations to the FAMLI Division. Individuals who attempt to defraud the FAMLI program may be disqualified from receiving benefits.

Employee Rights and Protections

Eligible Colorado workers have the right to take FAMLI leave for covered circumstances at any point in their employment.

Once you have worked for the same employer for at least 180 days (about six (6) months), your job is protected under the law. That means you're entitled to return to the same position, or an equivalent position, when your leave ends. You can still take FAMLI leave before you meet that 180 day threshold, but your employer is not required to keep your job for you when your leave is over. As long as you

are eligible and qualify to use paid leave, your employer cannot prevent you from taking leave, and cannot penalize you for taking paid leave.

You are also entitled to the same healthcare benefits while you are on FAMLI leave, but you also remain responsible for paying for those benefits in the same amounts as before the leave began.

Additional Information

FAMLI leave is designed to run concurrently with the federal FMLA. If FAMLI leave is used for a reason that also qualifies as leave under FMLA, then the leave may also count as FMLA leave used.

Employees may choose to use sick leave or other employer-provided paid time off before using FAMLI benefits, but they are not required to do so. As long as mutually agreed upon in writing with your employer, you may supplement your FAMLI benefit payments with sick leave or other paid time off in order to receive full wage replacement.

Definitions

Covered Individuals

A Colorado worker can be a Covered Individual once they have earned at least \$2,500 in wages subject to premiums within the State, over a period of roughly a year in either the employee's base period or alternative base period.

The FAMLI base period is the first four (4) of the last five (5) completed calendar quarters immediately preceding the first day of the individual's benefit year, and the alternative base period is the last four (4) completed calendar quarters immediately preceding the benefit year. Reference: §8-13.3-503 (3) C.R.S.

Caring for a New Child

Caring, bonding, and providing the basic needs of a child that is under the age of 18 and sometimes up to the age of 21 if still under jurisdiction of the juvenile court. The FAMLI benefit can be used once during the fostering and adopting of the same child. When using leave to "care for a new child," benefits are limited to parents and individuals standing in loco parentis to the child.

Employee

Any individual, including a migratory laborer, performing labor or services for the benefit of another, irrespective of whether the common-law relationship of master and servant exists. The FAMLI Act's definition of "employee" includes a two-prong exception. If a person is both primarily free from control in the performance of their work, and that work is part of their independent profession or trade, then that person is not an employee under the FAMLI Act, and payments to them would not be subject to premiums. Reference: §8-13.3-503 (7) C.R.S.

Family Members

A covered individual's child, parent, spouse, domestic partner, grandparent, grandchild, sibling, or someone with whom they have a significant personal bond as described in detail in §8-13.3- 503 (11) C.R.S. Understanding that families are not always traditional, the Division will determine familial relationships by looking to the totality of the circumstances by weighing non-dispositive factors including but not limited to:

- shared financial responsibilities
- emergency contact designations

- expectation of care created by the relationship
- cohabitation and geographical proximity
- Serious Health Conditions

An illness, injury, impairment, pregnancy, recovery from childbirth, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility, or continuing treatment by a health care provider. Reference: §8-13.3-503 (19) C.R.S.

Qualifying Exigency Leave

Leave based on a need arising out of a covered individual’s family member’s active duty service or notice of an impending call or order to active duty in the armed forces. This type of leave includes things like providing for the care or other needs of the military member’s child or other family member, making financial or legal arrangements for the military member, attending counseling, attending military events or ceremonies, spending time with the military member during a rest and recuperation leave or following return from deployment, or making arrangements following the death of the military member.

Safe Leave

“Safe leave” means any leave needed because the covered individual or the covered individual’s family member is the victim of domestic violence, the victim of stalking, or the victim of sexual assault or abuse as described in 16-11.7-102(3). Individuals applying for “safe leave” to address the needs in response to domestic violence, stalking, sexual assault, or sexual abuse do not need to initially prove that they are a victim of a violent circumstance. Benefits may be awarded based on the victim’s good-faith attestation that the need for leave satisfies the elements of the offense. References: 16-11.7-102(3) C.R.S., §18-3-402 C.R.S. and §8-13.3-503(20) C.R.S.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Rival recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

In an emergency, Rival will make every effort to notify you of the closing by phone, email, website, or whatever other method available.

When the Company is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation.

8.2 Drug and Alcohol Policy

Rival is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the Company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others and will not be tolerated. Rival is committed to pursuing a drug-free working environment, which is why all employees, regardless of rank, are subject to random drug testing.

Prohibited Conduct

The Company expressly prohibits employees from engaging in the following activities when they are on duty or conducting Company business or on Company premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.

- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The Company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the Company Disability Accommodation policy for additional information. Employees working in states that permit medical or recreational marijuana use should be aware that any employee-testing positive for federally defined illegal drugs would be terminated per the Rival Drug and Alcohol Policy. The same policy is effective throughout all our regions and business units and applies to every employee, anywhere.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your supervisor if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employees are required to take a Drug Test for several reasons. They include:

- Pre-employment
- Post-Accident/Incident Related Testing
- Reasonable Suspicion
- Random Testing

All employees are required to comply with this policy as a condition of continued employment unless prohibited by applicable law. If an employee is subject to concurrent regulation by the Department of Transportation (DOT), the more stringent policy or regulation will prevail unless prohibited by the relevant DOT regulation.

When a Rival employee is working on a customer's premises, he or she is responsible for complying with both the customer's and Rival's drug and alcohol policies. Please refer to HSSE Drug and Alcohol Policy.

Treatment and Rehabilitation

Employees who voluntarily disclose their need for treatment or rehabilitation may be eligible to access Rival's Employee Assistance Program (EAP). In these instances, employees who have voluntarily disclosed and agreed to treatment would be able to take an unpaid leave of absence to seek necessary treatment. In order to be reinstated, an employee must obtain medical clearance and agree to random testing and a "one strike" rule as a condition of continued employment.

Violations

Employees who violate this policy are subject to disciplinary action up to, and including, termination. The refusal to take a drug or alcohol test is equivalent to a positive test and may be grounds for immediate termination.

8.3 General Safety

It is the responsibility of all Rival employees to maintain a healthy and safe work environment, report any health or safety hazards, and follow the Company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The Company also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

8.4 Violence-Free Workplace

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Rival, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior. Rival prohibits all forms of Workplace Violence.

Zero Tolerance Policy

The Company has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

All employees, including supervisors and temporary employees, should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises of the company without proper authorization.

Conduct that threatens, intimidates, or coerces another employee, a customer, or a member of the public will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's protected status.

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor or Human Resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment.

All threats of (or actual) violence, both direct and indirect, should be reported using the procedures described in the Harassment policy. This includes threats by employees, as well as threats by customers, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Rival will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, employees may be suspended with or without pay, pending investigation. You are expected to cooperate in any investigation of workplace violence.

Violations

Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, including suspension or termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to Human Resources.

8.5 Health, Safety, and Security

All employees are responsible for helping to make Rival a secure work environment.

Employees are responsible for reading, understanding, and following all of the rules and procedures as outlined in the HSSE Handbook. Rival values your safety and the safety of every employee in our company. Failure to comply could lead to disciplinary actions up to and including termination.

Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your supervisor immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

Immediately advise your supervisor of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the Company. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

8.6 Colorado Workplace Public Health Rights Notice



Colorado Workplace Public Health Rights Poster: PAID LEAVE, WHISTLEBLOWING, & PROTECTIVE EQUIPMENT

Updated June 1, 2022; may be updated annually;
up-to-date poster available each mid-December

THE HEALTHY FAMILIES & WORKPLACES ACT ("HFWA"): Paid Leave Rights

Coverage: All Colorado employers, of any size, must provide paid leave

- All employees earn 1 hour of paid leave per 30 hours worked ("accrued leave"), up to 48 hours a year.
- Up to 80 hours of supplemental leave applies in a public health emergency (PHE), until 4 weeks after the PHE ends.*
- Employees are required to be paid their regular pay rate during leave, and the employer must continue their benefits.
- Up to 48 hours of unused accrued leave carries over for use during the next year.
- For details on specific situations (irregular hours, non-hourly pay, etc.), see Wage Protection Rule 3.5, 7 CCR 1103-7.

Employees can use accrued leave for the following safety or health needs:

- (1) a mental or physical illness, injury, or health condition that prevents work, including diagnosis or preventive care;
- (2) domestic abuse, sexual assault, or criminal harassment leading to health, relocation, legal, or other services needs;
- (3) caring for a family member experiencing a condition described in category (1) or (2); *or*
- (4) in a PHE, a public official closed the workplace, or the school or place of care of the employee's child.

In a public health emergency (PHE), employees can use supplemental PHE leave for the following needs*:

- (1) self-isolating or work exclusion due to exposure, symptoms, or diagnosis of the communicable illness in the PHE;
- (2) seeking a diagnosis, treatment, or care (including preventive care) of such an illness;
- (3) being unable to work due to a health condition that may increase susceptibility to or risk of such an illness; or
- (4) caring for a child or other family in category (1)-(3), or whose school or child care is unavailable due to the PHE.

During a PHE, employees still earn up to 48 hours of accrued leave and may use supplemental leave before accrued leave.

Employer Policies (Notice; Documentation; Incremental Use; Privacy; and Paid Leave Records)

- **Written notice and posters.** Employers must (1) provide notice to new employees no later than other onboarding documents/policies; and (2) display updated posters, and provide updated notices to current employees, by end of year.
- **Notice for "foreseeable" leave.** Employers may adopt "reasonable procedures" in writing as to how employees should provide notice if they require "foreseeable" leave, but **cannot deny paid leave** for noncompliance with such a policy.
- **An employer can require documentation to show that accrued leave was for a qualifying reason only if leave was or four or more consecutive work days** (i.e. days when an employee would have worked, not calendar days).
- **Documentation is not required to take accrued leave**, but can be required as soon as an employee returns to work or separates from work (whichever is sooner). **No documentation can be required for PHE leave.**
- **To document leave for an employee's (or an employee's family member's) health-related need**, an employee may provide: (1) a document from a health or social services provider *if* services were received and a document can be obtained in reasonable time and without added expense; *otherwise* (2) the employee's own writing.
- **To document that an employee (or an employee's family member) required leave for a need related to domestic abuse, sexual assault, or criminal harassment**, an employee may provide: a document or writing under (1) above (e.g. from a provider of legal or shelter services) or (2) above, or a legal document (e.g., a restraining order or police report).
- **If an employer reasonably deems an employee's documentation deficient**, the employer must: (A) notify the employee within seven days of either receiving the documentation or the employee's return to work or separation (whichever is sooner), and (B) give the employee at least seven days to cure the deficiency.

- **Incremental Use.** Depending on employer policy, employees can use leave in either hourly or six-minute increments.
- **Employee Privacy.** Employers cannot require employees to disclose "details" about an employee's (or their family's) HFWA-related health or safety information; such information must be treated as a confidential medical record.

- **Records must be retained and provided upon request.** Employers must provide documentation of the current amount of paid leave employees have (1) available for use, and (2) already used during the current benefit year, including any supplemental PHE leave. Information may be requested once per month or when the need for HFWA leave arises.

Retaliation or Interference with HFWA Rights

- **Paid leave cannot be counted as an "absence"** that may result in firing or another kind of adverse action.
- **An employee can't be required to find a "replacement worker" or job coverage when taking paid leave.**
- **An employer cannot fire, threaten, or otherwise retaliate against, or interfere with use of leave by,** an employee who: (1) requests or takes HFWA leave; (2) informs or assists another person in exercising HFWA rights; (3) files a HFWA complaint; or (4) cooperates/assists in investigation of a HFWA violation.
- **If an employee's reasonable, good-faith HFWA complaint, request, or other activity is incorrect,** an employer need not agree or grant it, but cannot *act against* the employee for it. Employees can face consequences for misusing leave.

PROTECTED HEALTH/SAFETY EXPRESSION & WHISTLEBLOWING ("PHEW"): Worker Rights to Express Workplace Health/Safety Concerns & Use Protective Equipment

Coverage: All Employers and Employees, Plus Certain Independent Contractors

- PHEW covers not just "employees" and "employees," but all "principals" (an employer or a business with at least 5 independent contractors) and "workers" (employees or independent contractors working for a "principal").

Worker Rights to Oppose Workplace Health/Safety Violations:

- It is unlawful to **retaliate against, or interfere with,** the following acts:
 - (1) **raising reasonable concerns**, including informally, to the principal, other workers, the government, or the public, about workplace violations of government health or safety rules, or a significant workplace health or safety threat;
 - (2) **opposing or testifying, assisting, or participating** in an investigation or proceeding about retaliation for, or interference with, the above-listed conduct.
- A principal need not address a worker's PHEW-related concern, but it still cannot fire or take other *action against* the worker for raising such a concern, as long as the concern was reasonable and in good-faith.

Workers' Rights to Use Their Own Personal Protective Equipment ("PPE"):

- A worker must be allowed to **voluntarily wear their own PPE** (mask, faceguard, gloves, etc.) if the PPE (1) provides **more protection** than equipment provided at the workplace, (2) is **recommended** by a government health agency (federal, state, or local), and (3) does not make the worker **unable to do the job**.

COMPLAINT RIGHTS (under both HFWA & PHEW)

- Report violations to the Division as complaints or anonymous tips, or file in court after exhausting pre-lawsuit remedies.

This Poster summarizes three Colorado workplace public health laws: SB 20-205 (paid leave), HB 20-1415 & SB 22-097 (healthy and safety whistleblowing). It does not cover other health or safety laws, rules, and orders, including under the Federal Occupational Safety and Health Act (OSHA), from the Colorado Department of Public Health and Environment (CDPHE), or from local public health agencies. Contact those agencies for such health and safety information.

This poster must be displayed where easily accessible to workers, shared with remote workers, provided in other languages as needed, and replaced with any annually updated versions.

This Poster is a summary and cannot be relied on as complete labor law information. For all rules, fact sheets, translations, questions, or complaints, or for the status of the public health emergency (*a qualifying emergency remains in effect as of June 2022), contact:

DIVISION OF LABOR STANDARDS & STATISTICS, ColoradoLaborLaw.gov, cdle_labor_standards@state.co.us, 303-318-8441 / 888-390-7936.

8.7 Workplace Smoking

Rival wants to ensure a safe, healthy work environment for employees, customers, and visitors. Smoking is not permitted in the workplace except in designated areas. Rival complies with all Building Codes, State Laws, and City Ordinances.

In consideration of the Health, Safety, and Environmental risks associated with smoking and other smoke-producing tobacco products including, but not limited to, cigarettes, pipes, cigars, and electronic cigarettes the usage of these products is prohibited within any Company facility, vehicle, or enclosed area (any space bound by walls and enclosed by doors or partitions, such as offices, rooms, hallways, etc.) whether owned or leased.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Non-disclosure of Trade Secrets

As a condition of employment, Rival employees are required to protect the confidentiality of Company trade secrets, proprietary information, and confidential commercially sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the Company. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your supervisor or

Human Resources.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability.

9.2 Inventions

The employee agrees that all inventions (as herein defined) shall be, and remain, the property of Rival. "Inventions" includes, but is not limited to: all ideas, potential marketing and sales relationships, research, plans for products or services, marketing plans, contact lists, computer software (including source code and object code), computer programs, original works of authorship, characters, know-how, trade secrets, information, data, developments, discoveries, improvements, modifications, technology, algorithms, and designs, whether or not subject to patent or copyright protection, made conceived, expressed, developed, or actually or constructively reduced to practice by the employee solely, or jointly with others, in connection with, or relating to, any work performed by the Rival employee.

The employee acknowledges that all of said inventions shall be considered as "work made for hire" belonging to Rival.

To the extent that any such inventions, under applicable law, may not be considered work made for hire by the employee for Rival, the employee agrees to automatically assign the ownership of such material (including any copyright or other intellectual property rights in such materials without the necessity of any further consideration) to Rival.

Rival shall have the exclusive right to use the inventions, whether original or derivative, for all purposes. At Rival expense, the employee will assist Rival in every proper way to protect the inventions throughout the world, including, without limitation, executing in favor of Rival (or any affiliate) a patent, a copyright, and other applications and assignments relating to the inventions.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the Company, you are required to obtain a written waiver of this policy, signed by both you and Executive Management/Owner.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful Company and a safe, productive, and pleasant workplace.

Ownership and Management of Rival Services, LLC

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Rival Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the Company has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Executive Management of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized Company representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized Company representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Rival.

If I have any questions about the content or interpretation of this handbook, I will contact Human Resources.

Additionally, by signing, I acknowledge that I have received a copy of the current Colorado Overtime and Minimum Pay Standards Order (COMPS Order) or COMPS Order poster published by the Colorado Department of Labor and Employment.

Signature

Date

Print Name