



# **Invictus**

**Invictus Associates November 2025 Handbook Update**

**April 30, 2026**

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# Core Policies

## 1.0 Welcome

### 1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Invictus will be rewarding and challenging. We take pride in our employees as well as in the services we provide.

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.

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 workplace.

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 Invictus!

All the best,

Michelle Callan, President & CEO

Invictus Associates, LLC

### 1.2 At-Will Employment

Your employment with Invictus 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 Michelle Callan, CEO, 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 Michelle Callan, CEO.

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 About the Company

Invictus Associates, LLC (hereinafter referred to as 'Invictus') was founded in 2012 and is a woman-owned small business headquartered in Roseland, Virginia. We specialize in government contracting with a strong focus on maritime maintenance and U.S. Navy operations. Our senior leadership team brings decades of hands-on experience and a proven track record of success in delivering mission-critical support across complex naval engineering and maintenance environments.

At Invictus, we are committed to excellence in every facet of our work—from identifying and developing strategic solutions to implementing process improvements grounded in engineering discipline and a deep understanding of naval vessel material conditions.

We recognize that strong leadership drives organizational success. That's why we prioritize alignment across our teams, make timely and informed decisions, and ensure our workforce is empowered with the resources and support needed to grow, succeed, and deliver value to our clients.

## 2.2 Ethics Code

Invictus 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, always 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 (e.g., financial reports, business strategies/plans, customer lists) 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 Ethics Code 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 the violator cooperated in any subsequent investigation.

## 2.3 Mission Statement

Our mission is to deliver high-impact solutions that drive long-term success for our customers while fostering a culture of accountability, growth, and collaboration within our team. At Invictus, we believe that empowered employees deliver exceptional results—and we are committed to investing in both.

## 2.4 Our Organization

•Michelle Callan, President & CEO

[mcallan@invictusassoc.com](mailto:mcallan@invictusassoc.com)

•John M. "Chip" Callan II, COO - **MARMC PM, PMS-25 PM, FDRMC PM, CNRMC WFD PM**

[jcallan@invictusassoc.com](mailto:jcallan@invictusassoc.com)

•Sherri Fish - **Accounting and Operations Manager, FDRMC Travel**

[sfish@invictusassoc.com](mailto:sfish@invictusassoc.com)

•Katie McAlaster - **CNRMC Travel**

[kmcalaster@invictusassoc.com](mailto:kmcalaster@invictusassoc.com)

•Kurt Kastner - **CNRMC PM**

[kkastner@invictusassoc.com](mailto:kkastner@invictusassoc.com)

•Cynthia Silveira, ISP®, - **FSO**

[csilveira@invictusassoc.com](mailto:csilveira@invictusassoc.com)

•Wendy Daniels, **HR Manager/AFSO**

[wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com)

## 2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Invictus 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 ourselves to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies

and guidelines in this handbook, we will communicate them promptly, either in a written supplement to the handbook or by posting them to the company website.

## **3.0 Hiring and Orientation Policies**

### **3.1 Accommodations for Pregnancy, Childbirth, and Related Medical Conditions**

Invictus provides reasonable accommodations to employees experiencing limitations related to pregnancy, childbirth, or related medical conditions. We are committed to complying with the federal Pregnant Workers Fairness Act (PWFA) and any applicable state or local laws offering additional protections.

If you require accommodation, notify your manager. In instances where the need for particular accommodation is not obvious, you may be asked to provide supporting documentation.

The Company will engage in an interactive process with you to identify suitable accommodations. While we strive to accommodate all requests, certain accommodations may not be provided if they would result in undue hardship to the Company. Factors considered include the nature and cost of the accommodation, the overall financial resources of the facility, and the impact on operations, including safety and efficiency.

If leave is provided as reasonable accommodation, it may run concurrently with leave under the federal Family and Medical Leave Act (FMLA) and/or any other applicable leave as permitted by law.

The Company strictly prohibits retaliation against employees who request or utilize accommodation under this policy.

### **3.2 Disability Accommodation**

Americans with Disabilities Act (ADA) and Reasonable Accommodation

Invictus is committed to the fair and equal employment of individuals with disabilities under the ADA. It is Invictus policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation would impose an undue hardship on the company. Invictus prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request accommodation from the Human Resources department and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis of the requested accommodation to the extent permitted and in accordance with applicable law. The company will then review and analyze the request, including engaging in an interactive process with the employee or applicant, to identify if such an accommodation can be made or if any other possible accommodations are appropriate. If medical documentation regarding the disability and possible accommodations is requested, the employee is responsible for providing such information. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of Invictus to prohibit harassment or discrimination based on disability or because an employee has requested reasonable accommodation. Invictus prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

### **3.3 Employment Authorization Verification**

New hires will be required to complete Section 1 of federal Form I-9 on or before 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 Invictus. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Program Manager.

### **3.4 Religious Accommodation**

Invictus recognizes the diversity of religious beliefs and is committed to providing equal employment opportunities to all employees, regardless of their religious beliefs and practices or lack thereof. Consistent with this commitment, the Company complies with Title VII of

the Civil Rights Act of 1964 and all applicable state and local laws that prohibit employment discrimination on the basis of religion. The Company will reasonably accommodate the sincerely held religious beliefs of employees if the accommodations would resolve a conflict between the individual's religious belief or practice and a work requirement, unless doing so would create an undue hardship.

## **Requesting a Religious Accommodation**

If you need an accommodation because of your religious beliefs or practices, make the request with your Program Manager or Human Resources Department. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need the accommodation.
- How the accommodation will help resolve the conflict between your religious beliefs or practices (or lack thereof) and your work requirements.

After receiving your request, the Company will engage in an interactive dialogue with you to explore potential accommodations that could resolve the conflict between your religious beliefs or practices and work requirements. The Company encourages you to suggest specific reasonable accommodations. 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.

The Company will not discriminate or retaliate against employees who, in good faith, request a religious accommodation under this policy.

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

Invictus requires regular and punctual attendance by employees. You are expected to arrive at the workplace on time and ready to do your job. Failure to comply with this policy may result in disciplinary action, up to and including termination.

If you are going to miss work for an unplanned reason - such as a personal illness, a family or pet emergency, car trouble or similar reasons, notify your Program Manager or Human Resources, in addition to your government sponsor, as soon as possible, preferably within 30 minutes of your scheduled start time. This will help ensure continuity and allow us to adjust as needed to support the mission.

If you must miss work due to an emergency or other unexpected circumstance, notify your Program Manager or Human Resources Manager, as well as your government sponsor, as soon as possible. The notice should include the expected duration of your absence and your expected time or date of return. You may be required to provide documentation of the need for the absence, as permitted by applicable law.

If you become ill during your scheduled workday and need to leave before the end of your shift, notify your Program Manager immediately. If you are unable to perform your job at an acceptable level due to illness, you may be sent home until you are well enough to work.

Absences will be considered excused if you requested time off in accordance with Company policies and received the required approval for the absence. Absences will be considered unexcused if you are absent from work during scheduled work hours without permission and do not receive retroactive approval. This policy applies to all absences, including full- or partial-day absences, late arrivals, and early departures.

Planned absences, such as vacations or medical appointments, should be arranged as far in advance as possible. If you need to be absent during the workday, attempt to schedule outside appointments or obligations so that your absence has the smallest impact possible on business operations.

The Company reserves the right to apply unused paid time off to unauthorized absences when permitted by applicable law. Absences resulting from approved leave or legal requirements are exceptions to this policy.

If you fail to report to work for three or more consecutive days and have not provided proper notification, the Company will assume that you have voluntarily resigned your position and will proceed with the termination process.

### **4.2 Direct Deposit**

Invictus requires all employees to enroll in Direct Deposit for all payments. Direct Deposit forms are available at the time of onboarding of an employee or after that changes can be made on the Payroll online platform.

### 4.3 Employment Classifications

The Company designates all employees as either exempt or nonexempt 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.** Nonexempt 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 29 hours or less per workweek. Part-time employees are not eligible for most Company benefits.
- **Temporary or 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. Temporary or 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 the Human Resources department. These classifications do not alter your employment at-will status.

### 4.4 Introduction to Wage and Hour Policies

At Invictus, 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, overtime, benefits, or paycheck deductions, speak with your Program Manager.

### 4.5 Miscellaneous Expenses

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

**Approved Business Expenses** are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal Company procurement processes.

These expenses must be approved in advance by their PM, or Michelle Callan, President/CEO.

To be reimbursed, employees must submit an expense report using the [Invictus Travel App](#). The signed report MUST BE accompanied by receipts or other documentation substantiating the expenses. Questions regarding this policy should be directed to accounts payable.

Company policy requires expense reports to be submitted WITHIN five business days of procurement. Expense reports require receipts for anything over \$75.00 USD. Payments are made via direct deposit weekly.

Link to app - [Invictus](#)

### 4.6 Pay Transparency (Federal Contractors)

The contractor (Invictus) will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employees or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information. 41 CFR 60-1.35(c)

### 4.7 Paycheck Deductions

Invictus 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, 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 Program Manager.

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 Program Manager.

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.

## 4.8 Recording Time

Invictus Associates, LLC is required by applicable federal, state, local laws and our Government contracts to maintain accurate records of hours worked by all employees. To ensure proper compensation and compliance, all employees must record their actual working hours each day using the Company's online payroll system. Please consult your manager for specific instructions related to your position.

Timekeeping Requirements:

- Time must be recorded daily—no later than the end of each workday.
- Timecards must be submitted for approval in the online payroll system on the 15th and last day of each month to ensure timely payroll processing.

Overtime Policy:

- All overtime must be pre-approved by both the assigned Government Command and your Invictus Program Manager. Invictus complies with all applicable overtime laws under the Fair Labor Standards Act (FLSA) and California labor regulations.

Accuracy and Accountability:

- Any discrepancies in pay or errors in recorded hours must be reported promptly to your Program Manager or the Payroll Department.
- Falsifying time records is strictly prohibited, including working "off the clock" or recording time on behalf of another employee.
- Violations of this policy may result in disciplinary action, up to and including termination.

If you believe your time has been misreported, or if you are instructed by anyone to falsify or omit time worked, you must immediately report the incident to the Payroll Department.

## 4.9 Travel Expenses

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

Travel expenses are those that are reasonable, necessary, and directly related to the performance of Invictus business. These may include transportation, lodging, meals, and other incidental costs incurred while away from your regular work location ( 50 miles or greater ) on company-approved travel.

Travel expenses are those that are reasonable, necessary, and directly attributable to the performance of duties under the applicable customer contract. Such expenses may include transportation, lodging, meals, and other incidental costs incurred while away from the employee's primary work location in the execution of contract-related, as required and company-approved travel.

Employees are expected to exercise good judgment and spend the company's resources as if they were their own—conservatively and responsibly. Reimbursement will only be made for pre-approved, reasonable, and properly documented expenses in accordance with Company policy.

### Advances

Invictus does not generally provide cash travel advances. Employees are typically expected to use personal funds—such as personal credit cards or cash—for approved business travel expenses and submit an Expense Report Form through Invictus's Travel Software App with supporting documentation for reimbursement. If a travel advance is made due to special circumstances, the employee will work with the Controller on all required forms.

## **Travel Expenses**

All business expenses on behalf of a contract require prior approval by your assigned Program Manager with government concurrence.

Before making any travel arrangements, employees must complete a Travel Authorization Request (TAR) with estimated costs and submit it for approval through the Invictus travel software application.

## **[Invictus Travel App](#)**

Employees are required to record their work hours from portal to portal for the full duration of travel, in accordance with timekeeping and contract requirements.

Invictus will reimburse employees for reasonable, necessary, and properly documented expenses incurred while conducting authorized travel required for contract execution. To be eligible for reimbursement:

- Expenses must be submitted using the Invictus Associates Travel Expense spreadsheet and uploaded through the travel software app.
- Expense reports must be submitted no later than five (5) business days after returning from the business trip.
- A signed expense report must be accompanied by itemized receipts or other supporting documentation.
- For approved flights, employees must submit both the itinerary and the airline receipt as proof of travel.

Failure to submit proper documentation may result in delayed or denied reimbursement. For any questions regarding this policy or specific expenses, please contact Accounts Payable.

Per Diem Rates and more travel information can be found at the Defense Travel Management Office (<http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>).

## **Air Travel**

When traveling on Company business, employees are required to book economy or tourist class airfare. Use of private, noncommercial, or chartered aircraft is strictly prohibited. Additionally, to minimize risk, no more than two Company officers should travel together on the same flight.

The following costs will not be reimbursed:

- Seat selection or upgrade fees
- Airline travel insurance
- Booking or reservation fees charged by third-party platforms

Airfare should be purchased using the employee's personal credit card and submitted for reimbursement via the standard expense report process. All airfare expenses must be accompanied by the ticket itinerary and payment receipt.

For any exceptions or clarifications, please contact your Program Manager or the Accounting department prior to booking.

## **Insurance**

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

## **Rental Cars**

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

[Car Rental: Save More on Rental Cars, Vans & Trucks | Hertz](#)

The Corporate Discount Number (CDP#) is 2283763.

## **Personal Vehicles**

Employees who use their personal vehicle for approved business purposes must maintain automobile insurance coverage as required by law. Use of a personal vehicle for business travel must be pre-authorized by your Program Manager.

Commuting between your home and your primary work location is not considered business travel and is therefore not reimbursable.

Reimbursement for authorized use of a personal vehicle will be made at the current IRS standard mileage rate. All mileage reimbursement requests must be submitted with supporting details, including dates, destinations, and purpose of travel.

Any deviation from this policy must be authorized by the President/CEO in advance.

### **Foreign Travel**

The Company is required to comply with Department of Defense (DoD) travel and security regulations when employees travel outside the United States. Accordingly, all employees must complete the required forms and questionnaire **any time they cross a U.S. border**, regardless of whether the travel is for official business or personal reasons. This requirement also applies when traveling from one foreign country to another while stationed overseas, as well as when returning to the United States. All required forms are available in the [Invictus Travel App](#).

#### **Personal Travel — Available Under [Expense Requests Tab](#)**

Foreign Travel Briefing Form

Foreign Travel De-Briefing Form

#### **Business Travel — Submitted as part of [Expense Process](#)**

Foreign Travel Briefing Form

Foreign Travel De-Briefing Form

Expense Report Form

\*\*If traveling to a foreign country to support an Invictus Customer in a professional capacity, you are required to complete the 1) Electronics Temporary Export form, 2) ITEQ Travel Export Questionnaire form 48 hours prior to the work-related foreign travel and send it to Invictus Facilities Security Officer. These forms are available on the Invictus Intranet Employee Site [See OCONUS Travel Forms](#).

## **4.10 Working on Federal Holidays**

### **Working on Federal Holidays**

If government offices are closed and no government sponsor is onsite, contractors may telework **with prior approval** from both their immediate government sponsor and the COR. This applies to all recognized federal holidays and to contractors who normally work offsite.

If you must work on a holiday (e.g., for travel or a special project), coordinate with your government sponsor to obtain written approval and forward it to **your Invictus Program Manager**. **You may not charge time to the contract without this pre-approval.** **Invictus management** will compile approved requests and submit them to the COR **via appropriate methods** for final approval.

If you do **not** have a contractual need to work and the Federal holiday is **not** one of Invictus' paid holidays, you must use **PTO or LWOP**.

### **Holidays or Special Events**

When Federal employees are excused for holidays other than those recognized by Invictus or special events (not related to emergencies), Invictus personnel should either work their regular hours or take leave, in accordance with company policy.

For any questions or clarifications, please contact your Invictus Program Manager.

## **5.0 Performance, Discipline, Layoff, and Termination**

### **5.1 Employment Verification**

Invictus policy is to confirm dates of employment and job title. The Company will only provide such information with your written authorization. Requests for employment verification should be forwarded to the Human Resources Department or [mail@invictusassoc.com](mailto:mail@invictusassoc.com). If an employee needs employment verification to include compensation, please reach out to the Human Resources Department to discuss.

## **5.2 Exit Interview**

You may be asked to participate in an exit interview when you leave Invictus. 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.

## **5.3 Open Door/Conflict Resolution Process**

Invictus 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 workplace to the attention of your Program Manager and, if necessary, to Human Resources or upper-level management. To help manage conflict resolution, we have instituted the following problem-solving procedure:

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 Program Manager 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 Program Manager. If you have already brought this matter to the attention of your Program Manager 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, the 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 affects the quality or value of your work performance or availability at Invictus is prohibited. The Company recognizes that you may seek additional employment during your off-hours, but in all cases expect 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 conflicts with your duties and obligations to the Company should be reported to your Program Manager. Failure to adhere to this policy may result in discipline up to and including termination.

While on a leave of absence, you may not work or be gainfully employed by yourself or by another employer. If you are on leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

## **5.5 Pay Raises**

The Company conducts salary reviews annually, based on date of hire. Annual compensation is adjusted in accordance with contract terms. Employees will be notified in writing of the salary increase, including the effective date, so they can track the change in their direct deposits.

## **5.6 Performance Reviews**

Invictus does not maintain a formal annual performance evaluation schedule. Instead, management engages in continuous performance assessments throughout the year by regularly interfacing with both customers and peers.

When concerns arise or negative feedback is received, Invictus management promptly addresses the issue with the individual and works collaboratively to develop a corrective and constructive action plan.

## **5.7 Resignation Policy**

Invictus 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 weeks' notice of your resignation. If you are a Program Manager, you are requested to provide a minimum of four weeks' notice. Please provide a written notice to your Program Manager. If you provide less notice than requested, the Company may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

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, including Common Access Cards, Government-furnished assets, ID badges, Laptops, credit cards, etc. If you have a Security clearance, you will be required to complete and return a Security Debrief form. Employees also must return all the Company's Confidential Information upon separation. Failure to return some items may result in deductions from your final paycheck where state law allows.

## 5.8 Standards of Conduct

Invictus 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.

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 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 (e.g., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, or trademarks) 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.

- Lending keys or keycards to Company property to unauthorized persons.

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.

## 6.0 General Policies

### 6.1 Computer Security and Copying of Software

Software programs purchased and provided by Invictus 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.

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.

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.

### 6.2 Contractor Identification Requirements

All Invictus direct government support personnel are contractually required to properly identify themselves as contractors in all communications. This includes but is not limited to:

- Answering DOD phones
- Leaving voice mail messages
- Email signature blocks
- In meetings
- On business cards
- On government letterhead and fax materials

An example of the proper signature format to be displayed is provided below.

- Your First Name (or name you go by) and Last Name
- Invictus Associates, LLC
- Phone Number: (xxx) xxx-xxxx
- Email: 1stinitiallastname@invictusassoc.com

You may include your job title and government email address as long as it is secondary to your Invictus information.

### 6.3 Employer Sponsored Social Events

Invictus 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 Program Manager 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.

### 6.4 Incentive Programs

Invictus provides employee recognition programs, including lump-sum bonuses, on-the-spot bonuses, incentive bonuses, award fee-

sharing bonuses, innovation awards, safety awards, non-monetary awards, etc. to effectively motivate and retain valued employees who provide exemplary performance or meet specified targets.

## 6.5 Nonsolicitation/Nondistribution Policy

Invictus prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

### Solicitation

For the purposes of this policy, **solicitation** includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. **Working hours** refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

### Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Non-employees are not permitted to distribute materials on company premises under any circumstances.

## Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

### Reporting Violations

If you become aware of violations of this policy, report them to your Program Manager.

We appreciate your cooperation in maintaining a respectful and focused work environment.

## 6.6 Payroll Advances and Loans

Invictus does not make payroll advances or loans.

## 6.7 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Invictus. 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. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

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 Program Manager 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.

## 6.8 Personal Cell Phone/Mobile Device Use

While Invictus 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 not connect your personal device to the Company network or to Company equipment (computers, printers, etc.).

If you use your cell phone to access Company email, you must agree to use the Multi-Factor Authentication process. Instructions will be provided when your email address is assigned. If you get a new device, contact Human Resources for new install instructions.

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.

## 6.9 Personal Data Changes

It is your obligation to provide Invictus with your current contact information, including your current mailing address and telephone number and emergency contact information. 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, please make the updates to Paycor. If you have any questions, contact Payroll or Human Resources.

## 6.10 Security

All employees are responsible for helping to make Invictus a secure work environment. 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 Program Manager immediately. Refrain from discussing specifics regarding Company security systems, alarms, passwords, etc. with those outside of the Company.

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

## 6.11 Social Media

Invictus acknowledges that social media has become an integral part of modern life that provides us with unique opportunities to communicate and share information with others. However, we also want to educate employees that their social media use can:

- Pose risks to the Company's confidential and proprietary information, reputation, and brand;
- Expose the Company to discrimination, harassment, and other claims; and
- Jeopardize the Company's compliance with business rules and laws.

To minimize legal risks, avoid loss of productivity and distraction, and ensure that the Company's IT resources and communications systems are used appropriately, all employees must abide by the following policy regarding social media use.

### Social Media

For purposes of this policy, **social media** refers to any means of posting content on the internet, including personal websites, social networking sites, blogs, chat rooms, and other online platforms, whether affiliated with the Company or not.

### Use Good Judgment

While the Company respects your right to personal expression, you should assume that anything you do on social media—whether on a business or personal account—could be viewed by a colleague, supervisor, partner, supplier, competitor, investor, customer, or potential customer. As such, any social media activity, even from your personal account, reflects on the Company as well as on yourself. It is important to remember that anyone can see what you post (or what you posted five years ago).

## **Guidelines for Posting on Social Media**

When posting:

- Protect trade secrets, intellectual property, and confidential information related to the Company.
- Do not make statements that are maliciously false or defamatory or would constitute unlawful harassment or discrimination.
- Do not make express or implied threats of violence.
- Avoid linking personal accounts to the Company as an official source.
- Respect copyright, trademark, and third-party rights.
- Do not use the Company's email addresses to register on social media platforms for personal use.
- If you identify yourself as an employee of Invictus on your personal account and are posting about the Company, make it clear that your views are your own and that you are not speaking on behalf of the Company.

## **Using Social Media at Work**

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

## **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 the CEO.

## **Retaliation**

Retaliation against those reporting policy violations or cooperating in investigations is prohibited. Retaliatory actions may lead to disciplinary measures.

## **Violations**

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

This policy does not limit employees' rights to discuss wages, hours, or other terms and conditions of employment. All employees have the right to engage in or refrain from such activities.

## **6.12 Suggestion Policy**

At Invictus, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our Company, or meet customer and client needs. Discuss your ideas with your Program Manager or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the Company.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with Company tools or property are considered to be the property of the Company.

## **6.13 Use of Company Technology**

This policy is intended to provide Invictus employees with 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 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.

The Company reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over Company IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the Company will exercise this right periodically, without prior notice and without prior consent.

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.

## 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.

### 6.14 Workplace Privacy and Right to Inspect

Invictus property, including but not limited to lockers, phones, computers, tablets, desks, work areas, vehicles, or machinery, remains under the control of the Company and is subject to inspection at any time, without notice to any employees, and without their presence.

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.

## 7.0 Benefits

### 7.1 401(k) Plan

Eligible employees may participate in the Invictus 401(k) plan after completing any applicable waiting period as defined in the plan. Refer to your Summary Plan Description (SPD) for specific information.

The Company will notify you if you are eligible to participate in the 401(k) plan. Contact Human Resources to understand your eligibility requirements. This benefit may be canceled or changed at the discretion of the Company, unless otherwise required by law.

### 7.2 Bereavement Leave

Invictus 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:

All employees are eligible for three days of paid bereavement leave for the death of an immediate family member.

The time may be taken non-consecutively if needed based on the arrangements.

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.

For the purposes of this policy, an **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents, great-grandparents.

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

### **7.3 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Invictus 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 who have completed the plan's defined waiting period at Invictus are eligible for the Company dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

### **7.5 Employee Assistance Program (EAP)**

Invictus provides an employee assistance program (EAP) to all eligible employees and their family members/dependents after the plan's defined waiting period. The EAP provides confidential access to professional counseling services to help with personal concerns that may impact job performance. The EAP website provides many additional resources, services and webinars.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company.

In certain circumstances, you may be referred to the EAP by your Program Manager due to job performance issues.

Additional information about the EAP and other services provided is available in the Employee Benefit Guide found on the Employee Website.

### **7.6 Employer-Sponsored Disability Benefits**

Invictus offers the following employer-sponsored disability insurance benefits to eligible employees, after the plan's defined waiting period, when they miss work due to non-work-related disabilities.

#### **Short-Term Disability Insurance**

Short-term disability insurance generally pays a weekly benefit if you cannot work because of a covered illness or injury. The benefit replaces a portion of your weekly income, providing funds directly to you to help pay your bills and living expenses. Check your plan documents for details about benefit payments and duration. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence.

#### **Long-Term Disability Insurance**

Long-term disability insurance generally pays a monthly benefit to you if you cannot work because of a covered illness or injury. The benefit replaces a portion of your income, thus helping to meet your financial commitment in a time of need. Check your plan documents for details about benefit payments and duration. This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence.

The terms and conditions for the disability insurance program are outlined in the Summary Plan Description (SPD). Contact Human Resources for a copy of the plan provisions, required forms, and additional information about these benefits.

## 7.7 Family and Medical Leave (FMLA)

Invictus adheres to all FMLA laws as required by law. Not all locations will be covered under FMLA based on the requirement that an employee must be at a worksite that has 50 or more employees within 75 miles. Please discuss with Human Resources if you have any questions.

### Reasons for Leave

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Invictus 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:

- Have worked for the Company for at least 12 months, although that time need not be consecutive;
- Have worked at least 1,250 hours in the last 12 months; and
- 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, which is defined as a "rolling" 12-month period measured backward from the date an employee uses any FMLA leave for any of the following reasons:

- The birth of a child and to care for that child (leave must be completed within one year of the child's birth);
- The adoption or foster care placement of a child with you 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 that makes you unable to perform 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).

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, parent, 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 their 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.

### Notice

If the need for leave is foreseeable because of an expected birth, adoption, or a planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practical (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 a planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must first consult with the Company 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 requests for absences under this policy. Failure to provide appropriate notice may result in the delay or denial of leave.

## **Certification**

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant healthcare 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 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 healthcare provider designated by us. If the second healthcare provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. Subsequent medical re-certification may also be required. Failure to provide the requested certification within 15 days, when practical, may delay further leave until it is provided.

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

## **Paid Leave Utilization During FMLA Leave**

FMLA leave is unpaid; however, you will be required to use available paid time off during FMLA leave as permitted by law.

FMLA leave runs concurrently with other leave, such as accrued paid leave that is substituted for unpaid FMLA leave and any state family leave laws, to the extent allowed by applicable 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 you receiving more than 100% of your salary.

If you are receiving short- or long-term disability or workers' compensation benefits during personal medical leave, you will not be required to use 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) 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 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 healthcare provider deems it necessary or if the nature of a qualifying exigency requires it, 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 certification is provided.

## **Health Insurance**

### **Maintaining Coverage During Leave**

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 lapses that coverage will terminate unless payments are promptly made.

### **Payment of Premiums**

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 both you and your spouse work at the Company, you are collectively eligible for 12 weeks of leave for the birth or placement of a child or to care for a parent with a serious health condition. 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**

Consistent with the Company's Outside Employment Policy, you may not work or be gainfully employed for yourself or another employer while on a leave of absence. If you are on a leave of absence and are found to be in violation of this policy, you will be subject to disciplinary action up to and including termination.

## **Interaction with State and Local Laws**

Where state or local laws intersect with the FMLA, the Company will comply with the law that is the most favorable to you.

## **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. You 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.

## **Required Notice**

The Company is required to provide you with a copy of the *Your Employee Rights Under the Family and Medical Leave Act* notice, which is attached as an addendum at the end of this handbook.

## 7.8 Health Insurance

Invictus offers group health insurance benefits to all eligible employees and their eligible dependents after the plan's defined waiting period. Health insurance benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from the Human Resources Department.

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 the Company, you may have the right to continue your health benefits under federal or state law. In such an event, the Company will provide you with information about your rights to continue your benefits' coverage.

## 7.9 Holidays

Invictus offers the following paid holidays each year:

|                               |                    |                    |
|-------------------------------|--------------------|--------------------|
| • New Year's Day              | • Juneteenth Day   | • Veterans' Day    |
| • Martin Luther King, Jr. Day | • Independence Day | • Thanksgiving Day |
| • President's Day             | • Labor Day        | • Christmas Day    |
| • Memorial Day                | • Columbus Day     |                    |

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.

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

Please keep in mind: **PRIOR** Government approval is **REQUIRED** to work on **ANY** Federal Holiday.

Unused holiday hours/days **cannot be carried** over to the next calendar year.

## 7.10 Jury Duty Leave

Invictus encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Program Manager as soon as possible to make scheduling arrangements.

Generally, time spent on jury duty is unpaid. In such case, exempt employees will not incur any deduction in pay for a partial week's absence due to jury duty.

A non-exempt employee will not incur any deduction in pay for up to 3 days of absence due to jury duty.

If applicable law requires the Company to compensate you for your time spent on jury duty, you will be paid accordingly.

You may substitute any portion of your unpaid jury duty leave with appropriate paid leave.

The Company reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

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

If you have any questions regarding this policy, contact Human Resources.

## 7.11 Life Insurance

Invictus provides life insurance to all eligible employees after the plan's defined waiting period. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

## 7.12 Military Leave (USERRA)

Invictus complies with applicable federal and state law regarding military leave and re-employment rights. A 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 laws. 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 Program Manager 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..

## 7.13 Paid Time Off (PTO)

Invictus provides employees with paid time off (PTO). PTO may be used for any reason.

### Eligibility

All full-time regular employees are eligible to receive PTO immediately upon hire.

### Deposits Into Your Leave Account

PTO is calculated according to your work anniversary year.

Starting from the date of employment to the fourth year (4) of employment, a full-time employee accrues eighty (80) hours of PTO per year. PTO is accrued on a pro rata basis (3.33 accrual rate per pay period) throughout the year.

Starting with the fifth (5) year to the seventh year (7) of employment, a full-time employee accrues one hundred and twenty (120) hours of PTO per year. PTO is accrued on a pro rata basis (5.0 accrual rate per pay period) throughout the year.

Starting with the eight (8) year of employment, a full-time employee accrues one hundred and sixty hours of PTO per year. PTO is accrued on a pro rata basis (6.67 accrual rate per pay period) throughout the year.

To the extent permitted by state and local laws, employees are encouraged to use their PTO prior to December 31 of the calendar year. Accrued PTO time may be carried over from one year to the next.

### Leave Usage and Requests for Leave

The Company encourages you to use your PTO time. You are eligible to begin using PTO immediately upon hire.

You must inform your Program Manager and Government sponsor of planned PTO as far in advance as possible. All PTO requests are submitted and approved in the online payroll system. Once the request has been approved, **it will be entered on your time card during that pay period once you enter additional hours.** You can cancel a request for PTO online in advance of using the time. The Company will generally grant requests for PTO when possible, taking business needs into consideration.

You must take PTO in increments of at least .25 hours.

### During a Leave of Absence

The Company 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, or federal law.

You 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

Unused PTO can be carried over to the next calendar year. The total PTO accrued may not exceed two (2) times the yearly eligible hours. Once an employee reaches the maximum eligible hours, no additional PTO hours will accrue.

## Separation of Employment

Accrued, unused PTO is paid out at the base pay rate upon separation and is subject to the same withholding elections as regular salary.

Advanced but unaccrued PTO will be deducted from the final paycheck to the extent permitted by law.

## 7.14 Professional Development Support Program

### Purpose

To encourage and support the continued growth, certification, and training of employees in areas that align with the company's mission and current/future contract requirements.

### Program Components

#### 1. Eligibility

- All full-time employees with at least 6 months of continuous service.
- Must be in good standing (performance and conduct).

#### 2. Covered Expenses

- Costs for job-related certifications (e.g., PMP, Security+, AWS, Lean Six Sigma).
- Professional licenses or continuing education units (CEUs) required to maintain certifications.
- Registration fees for workshops, seminars, or courses relevant to the employee's role.
- Exam fees for approved certifications.

#### 3. Reimbursement Terms

- 100% reimbursement up to an annual cap (\$1,000 per calendar year).
- Reimbursement is contingent upon:
  - Pre-approval by Supervisor.
  - Successful completion of the course/certification (e.g., passing grade, certification awarded).
  - Certification should be sent to HR to be placed in the employee file.
  - Submission of receipts and completion proof within 30 days, via the expense reimbursement process.

#### 4. Approval Process

- Employee submits a [Professional Development Request Form](#) with course details, cost, and justification to the Program Manager. Form is available in the Downloads Tab on the Employee Website. Download, complete and send to Program Manager.
- The Program Manager reviews and forwards forms to Accounting and HR.
- Final approval is documented and returned to the employee.

#### 5. Non-Eligible Items

- Travel or lodging related to training.
- Training that is not relevant to current or potential future responsibilities.
- Membership dues or subscription-based platforms (unless specifically approved).

## 7.15 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Invictus 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.

## **7.16 Vision Care Insurance**

All eligible employees who have completed the plan's defined waiting period at Invictus are eligible for the Company vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

## **7.17 Workers' Compensation Insurance**

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 Invictus, no matter how slightly, you are to report the incident immediately to your Program Manager. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Program Manager 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.

## **8.0 Safety and Loss Prevention**

### **8.1 Business Closure and Emergencies**

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

#### **Government Closures, Delays, or Early Dismissal**

If you are assigned onsite and the facility experiences a closure, delayed opening, or early dismissal due to power outages, weather, or security-related events, follow the same instructions given to government personnel. However, you may not directly charge the contract for the time off. PTO must be taken per Company policy.

#### **Holidays or Special Events**

When federal employees are excused for holidays other than those recognized by Company (or special events) not related to emergencies), Company personnel should either work their regular hours or take leave, in accordance with company policy.

For any questions or clarification, please contact your Company manager.

#### **If You Cannot Get to Work**

Unique circumstances may affect your ability to come to work even when Company is able to remain open. The Company recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Program Manager, by any method possible.

Time missed under circumstances where the Company remains open, and you are unable to report to work is to be used as PTO. You may be able to flex the time within the work week or pay period with customer concurrence depending on your classification or is unpaid.

### **8.2 Drug-Free Workplace (Federal Contractors)**

#### **Drug-Free Workplace Act**

As a federal contractor, Invictus must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal

contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the Company of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

## **Americans with Disabilities Act**

In addition to complying with the federal Drug-Free Workplace Act of 1988, the Company must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

## **Drug-Free Workplace Policy**

The Company, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.
- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Program Manager of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the Company must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the Company, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the Company, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The Company will evaluate its obligations in accordance with state and other applicable laws where required, on a case by case basis.

## **8.3 General Safety**

Invictus is committed to providing a clean, safe and healthy work environment for its employees. Maintaining a safe work environment, however, requires continuous cooperation from all employees. Invictus must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. In addition, all employees are expected to obey safety rules and exercise caution and common sense in all work activities.

### **Complaint and Reporting Procedure:**

Employees should immediately report any unsafe conditions to their supervisor without fear of reprisal. In the case of an accident that results in injury, regardless of how seemingly insignificant the injury may appear, employees must notify their supervisor. If you believe it would be inappropriate to report the matter to your supervisor, you can report it directly to:

Michelle Callan  
757.633.7686

Invictus employees who violate safety standards, cause hazardous or dangerous situations, or fail to report or, where appropriate, remedy such situations may be subject to disciplinary action, up to and including termination of employment.

### **Retaliation Prohibited:**

Invictus expressly prohibits retaliation against anyone who reports unsafe working conditions or work-related accidents, injuries or illnesses. Any form of retaliation will be subject to disciplinary action, up to and including termination of employment.

Questions or concerns regarding this policy should be taken to your Manager or Michelle Callan.

## **8.4 Workplace Violence**

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

### **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**

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 Program Manager or Human Resources Department in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

### **Violations**

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate 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.

## **9.0 Trade Secrets and Inventions**

### **9.1 Confidentiality and Nondisclosure of Trade Secrets**

As a condition of employment, Invictus 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 Program Manager 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.

# California Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 unlawful harassment, discrimination, or retaliation based on the following protected classes: age (40 and over), race (including traits associated with race, which include, but are not limited to, hair texture and protective hairstyles such as braids, locs, and twists), color, religion, religious creed (including religious dress and grooming practices), national origin, ancestry, citizenship, physical or mental disability, medical condition (including cancer and genetic characteristics), genetic information, marital status, reproductive health decision-making, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender (including gender identity and gender expression), sexual orientation, veteran and/or military status, protected medical leaves (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), status as a victim of violence or family member's status as a victim of violence, political affiliation, off-duty and off-premises use of cannabis, 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 confidential, prompt, and thorough investigation of all allegations of discrimination, harassment, retaliation, or any violation of the Equal Employment Opportunity Policy. The Company will take appropriate corrective and remedial action, if and where warranted. The Company prohibits retaliation against any 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class.

This policy protects all applicants and employees (including managers and supervisors) from unlawful harassment and discrimination. This includes harassment by employees, managers, supervisors, contractors, interns, volunteers, vendors, suppliers, and customers. In addition, this policy extends to conduct connected with an individual's work, even when the conduct takes place away from the workplace, such as a business trip or business-related social function.

#### Harassment

**Harassment** means disrespectful or unprofessional conduct, including disrespectful or unprofessional conduct based on an individual's membership in a protected class.

While it is not possible to list all the circumstances that may constitute other forms of workplace harassment, some examples of conduct that may constitute workplace harassment include:

- 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, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

#### Sexual Harassment

**Sexual harassment** means harassment based on sex or conduct of a sexual nature and includes harassment based on sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender, gender identity, or gender expression. It may include all of

the actions described above as harassment, as well as other unwelcome sex-based conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, or other verbal or physical conduct of a sexual nature. Sexually harassing conduct need not be motivated by sexual desire and may include situations that began as reciprocal relationships, but that later cease to be reciprocal.

Sexual harassment is generally categorized into the following two types:

- Quid pro quo sexual harassment ("this for that"), which includes:
  - Submission to sexual conduct when made explicitly or implicitly a term or condition of an individual's employment.
  - Submission to or rejection of the conduct by an employee when used as the basis for employment decisions affecting the employee.
- Hostile work environment sexual harassment is conduct of a sexual nature or on the basis of sex by any person in the workplace that unreasonably interferes with an employee's work performance and/or creates an intimidating, hostile, or otherwise offensive working environment. Examples include:
  - Unwelcome sexual advances, flirtation, teasing, sexually suggestive or obscene letters, invitations, notes, emails, voicemails, or gifts.
  - Sex, gender, or sexual orientation-related comments, slurs, jokes, remarks, or epithets.
  - Leering, obscene or vulgar gestures, or sexual gestures.
  - Displaying or distributing sexually suggestive or derogatory objects, pictures, cartoons, or posters or any such items.
  - Impeding or blocking movement, unwelcome touching, or assaulting others.
  - Any sexual advances that are unwelcome as well as reprisals or threats after a negative response to sexual advances.
  - Conduct or comments consistently targeted at one gender, even if the content is not sexual.

## Retaliation

**Retaliation** means any adverse employment action taken against an employee because the employee engaged in activity protected under this policy. Protected activities may include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and/or cooperating in investigations or proceedings arising out of a violation of this policy.

**Adverse employment action** is conduct or an action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action when considered in the totality of the circumstances.

Examples of retaliation under this policy include, but are not limited to: demotion, suspension, reduction in pay, denial of a merit salary increase, failure to hire or consider for hire, refusing to promote or consider for promotion because of reporting a violation of this policy, harassing another employee for filing a complaint, denying employment opportunities because of making a complaint or cooperating in an investigation, changing someone's work assignments for identifying harassment or other forms of discrimination in the workplace, treating people differently such as denying an accommodation, not talking to an employee when otherwise required by job duties, or otherwise excluding the employee from job-related activities because of engagement in activities protected under this policy.

## Reporting Discrimination, Harassment, and/or Retaliation

If you feel that you have witnessed or have been subjected to any form of discrimination, harassment, or retaliation, immediately notify Wendy Daniels, Human Resources Manager, 757-567-2668, [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate corrective and/or remedial action where we find a claim has merit. If the Company begins an investigation, we will endeavor to conduct the investigation in a timely manner and will keep the investigation confidential to the extent possible. In the same way, anyone involved in an investigation of harassment has an obligation to keep all information about the investigation confidential. That is why the Company will only share information about a complaint of harassment with those who need to know about it. Failure to keep information about an investigation confidential may result in disciplinary action. Investigations will be documented and tracked for timely resolution.

When the investigation has been completed, the Company will normally communicate the results of the investigation to the complaining individual, to the alleged harasser, and, if appropriate, to others who are directly involved. If our policy against harassment is found to have been violated, appropriate corrective action, up to and including termination, will be taken against the harasser so that further harassment will be prevented. Both the rights of the alleged harasser and the complainant will be considered in any investigation and subsequent action.

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.

In addition to our internal complaint procedure, employees may also contact either the Equal Employment Opportunity Commission (EEOC) or the California Civil Rights Department (CRD) to report unlawful harassment. You must file a complaint with the CRD within three years of the alleged unlawful action. The EEOC and the CRD serve as neutral factfinders and will attempt to assist the parties to voluntarily resolve their disputes. For more information, contact the Office of Human Resources or the nearest EEOC or CRD office.

## **Filing of Complaints Outside Company**

You may file formal complaints of discrimination, harassment, or retaliation with the agencies listed below. Contact these agencies directly for more information about filing processes.

### **California Civil Rights Department**

651 Bannon Street, Suite 200

Sacramento, CA 95811

Voice: 800-884-1684

TTY: 800-700-2320

California Relay Service: 711

Email: [contact.center@calcivilrights.ca.gov](mailto:contact.center@calcivilrights.ca.gov)

Main website: <https://www.cacivilrights.ca.gov>

Online sexual harassment training courses: <https://www.cacivilrights.ca.gov/shpt/>

### **U.S. Equal Employment Opportunity Commission**

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

Phone: 800-669-4000

Fax: 415-522-3415

TTY: 800-669-6820

ASL Video Phone: 844-234-5122

Website: <https://www.eeoc.gov/field-office/sanfrancisco/location>

## **Wage and Hour Policies**

### **Lactation Accommodations**

Invictus is required by law to provide lactating employees with certain accommodations, upon request, to express milk. Accordingly, the Company will provide such employees with:

- Reasonable break time to express milk when needed; and
- A private room or other location, other than a restroom, in close proximity to their work area that is shielded from view and free from intrusion.

### **Requesting Accommodation**

If you need an accommodation, contact your Program Manager. If the Company cannot provide break time or a location that complies with the above, the Company will provide you with a written response.

### **Break Times**

Regarding break times, employees may use regular paid rest breaks or may take other reasonable break time when needed. If possible, the break time should run concurrently with scheduled meal and rest breaks already provided to you. If the break time cannot run concurrently with meal and rest breaks already provided or additional time is needed, break times will be unpaid except where federal or state law dictates otherwise.

## Lactation Room or Location

The provided lactation room or location will:

- Be safe, clean, and free of hazardous materials.
- Contain a surface to place a breast pump and personal items.
- Contain a place to sit.
- Have access to electricity or alternative devices, including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

Multipurpose rooms may be used as lactation spaces if they satisfy the above requirements; however, use of the room for lactation purposes must take priority over other uses.

You will also be provided with access to a sink with running water in close proximity to your workspace.

## Milk Storage

[[INFORM EMPLOYEES WHERE THEY MAY STORE EXPRESSED MILK: Expressed milk can be stored [in company refrigerators, refrigerators provided in the lactation room, or other location]. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. If a refrigerator cannot be provided, the Company will provide another cooling device suitable for storing milk. You may also bring a personal cooler for storage.]]

## Retaliation

The Company will not retaliate against employees who request or obtain an accommodation in accordance with this policy.

## Right to File Complaint

If you feel the Company is not providing you with adequate break time and/or a place to express milk as provided for in Labor Code § 1030, you may file a report/claim with the Labor Commissioner's Bureau of Field Enforcement (BOFE) at the BOFE office nearest your place of employment.

In addition, if you believe you have been a victim of retaliation for either asserting a right to lactation accommodation or for complaining to the Labor Commissioner about the failure of the Company to provide this accommodation, you may file a retaliation claim with the Labor Commissioner's Office pursuant to Labor Code § 98.7.

## Meal and Rest Periods

Invictus strives to provide a safe and healthy work environment and comply with all federal and state regulations regarding meal and rest periods. Check with your Program Manager regarding procedures and schedules for meal and rest periods.

The Company requests that employees observe and accurately record meal periods in time and attendance records. If you know in advance that you may not be able to take an uninterrupted scheduled meal or rest period, let your Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to take or were prohibited from taking an uninterrupted scheduled meal or rest period.

Meal and rest periods are intended to provide employees with an opportunity to be away from work, and employees are not permitted to perform any work during meal and rest periods.

## Meal Periods

If you are nonexempt and work more than five hours in a workday, you will be provided an unpaid, uninterrupted 30-minute/one-hour meal period no later than the end of your fifth hour of work and will be required to "clock out" from the timekeeping system. If you work six hours or less in a workday, you may mutually agree with your Program Manager to waive the meal period.

If you are nonexempt and work more than 10 hours in a workday, you will be provided a second unpaid, uninterrupted 30-minute/one-hour meal period no later than the end of your tenth hour of work. Depending on your occupation, if you work no more than 12 hours in a workday and have taken the first meal period, you may mutually agree with your Program Manager to waive the second meal period.

See your Program Manager for procedures related to requesting to waive a meal period in the above circumstances.

## Rest Periods

If you are nonexempt, you will also be provided paid, 10-minute rest periods based on total hours worked daily, and you are not required to "clock out" from the timekeeping system. You will receive 10 minutes of uninterrupted rest time for every four hours of work, or a major portion of each four hours worked. Accordingly, if you work:

- Less than three and a half hours, you are not entitled to a rest period.
- Three and a half to six hours, you are entitled to a 10-minute rest period.
- Six to 10 hours, you are entitled to two 10-minute rest periods.
- Ten to 14 hours, you are entitled to three 10-minute rest periods.

Rest periods are to be taken in the middle of the four-hour work period when possible. Rest periods should not be combined or added to meal periods or used to start work later or end work early.

## Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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 disciplinary action, up to and including termination.

If you are nonexempt and work more than eight hours in any workday or more than six days in any workweek, you will be paid overtime at a rate of:

- One and one-half times your regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek.
- Two times your regular rate for all hours worked in excess of 12 hours in a workday or in excess of eight hours on the seventh consecutive day of work in a workweek.

If you are nonexempt and work more than 40 hours in a workweek you may be entitled to overtime after any daily overtime hours are subtracted. The same hours are never counted against different overtime limits.

Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

## Pay Period

All employees are paid twice per month. If you work the 1st -15th of the month, you will be paid of the 25th of the month. If you work the 16th- the last day of the month-you will be paid on the 10th of the month. If a payday falls on a weekend or holiday, you will normally be paid on the last business day before the weekend or holiday.

Review your paycheck for accuracy and report any concerns to your Program Manager immediately. If you have been overpaid or underpaid, the error will be corrected as soon as possible.

## Benefits

### Leave and Accommodations for Victims of Violence

If you are a victim of violence, or the family member of a victim of violence, Invictus will provide you leave and/or accommodations in accordance with California law. A *Survivors of Violence and Family Members of Victims Right to Leave and Accommodations* notice, which outlines your rights and protections under the law, has been attached as an addendum to this handbook.

The Company will not discriminate or retaliate against employees who request and/or obtain leave or an accommodation in accordance with this policy.

### Bereavement Leave

Invictus will provide eligible employees up to five days of unpaid bereavement leave in accordance with the California Fair Employment and Housing Act.

## Eligibility

To be eligible for bereavement leave, you must be employed by the Company for at least 30 days prior to the start of leave.

## **Reasons for Leave**

Eligible employees may take bereavement leave for the death of a family member.

## **Use of Leave**

Eligible employees will be provided up to five days of unpaid bereavement leave in the event of the death of a family member.

The five days of bereavement leave do not have to be taken consecutively. Bereavement leave must be completed within three months of the date of the family member's death.

You may substitute any portion of your unpaid bereavement leave with available appropriate paid leave.

Bereavement leave will run concurrently with other federal/state laws when permitted by law.

## **Notice**

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

You may be required to provide reasonable documentation of your need for leave. This may include a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. This documentation must be provided within 30 days of your first day of leave.

All information received by the Company regarding your request for bereavement leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

## **Retaliation**

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

## **Bone Marrow and Organ Donation Leave**

Invictus will provide employees, who have been employed with the Company for at least 90 days, with a paid leave of absence for the purpose of donating organs or bone marrow. When donating an organ, you may take up to 30 paid business days in any one-year period. When donating bone marrow, you may take up to five paid business days in any one-year period. The one-year period for both leaves is measured from the date leave begins.

The Company will also provide employees with an additional unpaid leave of absence of up to 30 business days in a one-year period when donating an organ. The one-year period is measured from the date leave begins.

You are required to provide as much advance notice as possible if you wish to take leave to donate an organ or bone marrow. Provide Human Resources with verification from a physician that the donation will take place and that there is a medical necessity for the donation.

Before taking paid leave under this policy, you must first use two weeks of accrued Paid Time off when donating an organ, or five days of accrued Paid Time off when donating bone marrow.

Leave taken under this policy does not constitute a break in service for health insurance coverage, accrual of Paid Time off, or seniority; however, the leave may not run concurrently with federal Family and Medical Leave Act or California Family Rights Act leave.

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

## **California Family Rights Act (CFRA) Leave**

Invictus provides unpaid family and medical leave to eligible employees in accordance with the California Family Rights Act (CFRA).

## **Eligibility**

To be eligible for CFRA leave, you must:

- Have been employed for at least 12 months (52 weeks) with the Company prior to beginning CFRA leave; and
- Have worked for the Company for at least 1,250 hours during the 12-month period immediately before the leave is to start.

## Reasons for Leave

You may take CFRA leave for the following reasons:

- The birth, adoption, or foster care placement of a child.
- To care for your own or your family member's serious health condition (not including disability due to pregnancy, childbirth, or related medical conditions).
- A qualifying exigency related to your spouse, domestic partner, 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).

As used in this policy:

- **Family member** means your child, parent, grandparent, grandchild, sibling, spouse, domestic partner, or designated person.
- Child means a biological, adopted, or foster child; a stepchild; a legal ward; a child of a domestic partner; or a person to whom you stand in loco parentis.
- **Designated person** means any person related to you by blood or whose association to you is the equivalent of a family relationship.
- **Parent** means a biological, foster, or adoptive parent; a parent-in-law; a stepparent; a legal guardian; or a person who stood in loco parentis to you when you were a child.
- **Sibling** means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

You may identify your designated person at the time you request CFRA leave.

## Leave Usage

Eligible employees may take up to 12 workweeks of leave per leave year. For purposes of this policy, the leave year is a rolling 12-month period that is measured backward from the date any CFRA leave is used.

CFRA leave is generally unpaid; however, you may elect to use applicable accrued leave to cover some or all of the leave taken. You may also be eligible for partial wage replacement benefits under California's Paid Family Leave (PFL) or State Disability Insurance (SDI) programs depending on your reason for leave. For additional information, contact [appropriate person or department].

CFRA leave will run concurrently with other federal/state laws when permitted by law.

## Intermittent Leave

When medically necessary, leave may be taken on an intermittent or a reduced work schedule.

## Notice

If the need for leave is foreseeable (such as the birth of a child or planned medical treatment), you must provide reasonable advance notice and make a reasonable effort to schedule leave so that it will not unduly disrupt Company operations. If unforeseeable, provide notice as soon as practical. Notice should include the anticipated timing and duration of the leave.

Failure to comply with these notice rules is grounds for, and may result in, deferral of the request for leave until you comply with the notice requirement.

## Certification

Where leave is requested for your own or a covered family member's serious health condition, the Company may require you to provide certification from your own or the Company's healthcare provider.

If leave is for your own serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- A statement that, due to the serious health condition, you are unable to perform the function of your position.

If leave is for a covered family member's serious health condition, certification must include:

- The date when the serious health condition began.
- The probable duration of the condition.
- An estimate of the amount of time that the healthcare provider believes you are needed to care for the family member.
- A statement that the family member's serious health condition requires you to provide care during the period of treatment or supervision.

The Company may require subsequent recertification of your own serious health condition if additional leave is required.

If the Company has reason to doubt the validity of the certification provided, the Company may require, at its own expense, that you obtain a second opinion from a healthcare provider designated or approved by the Company. If the second opinion differs from the original certification, the Company may again require, at its own expense, that you obtain a third opinion from a different healthcare provider designated or approved jointly by you and the Company. The third opinion will be considered final and binding.

## **Return to Work**

If you take leave for your own serious health condition, you must obtain certification from your healthcare provider that you are able to resume work.

## **Reinstatement**

Upon return to work at the end of leave, you will 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. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during the period of leave.

## **Benefits**

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage for up to 12 weeks at the same level and under the same conditions as coverage would have been provided if you had not taken CFRA leave. You will be required to pay your portion of the benefit premium.

## **Failure to Return to Work**

If you fail to return to work or fail to request an extension of leave prior to the expiration of the leave, you will be considered to have voluntarily terminated your employment. If you fail to return from leave, the Company may require reimbursement of the health insurance premiums paid during the leave under certain circumstances.

## **Retaliation**

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

## **Civil Air Patrol Leave**

Invictus will provide eligible employees with at least 10 days of unpaid Civil Air Patrol leave per calendar year to respond to an emergency operational mission of the California Wing of the Civil Air Patrol.

## **Eligibility**

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a volunteer member of the California Wing of the Civil Air Patrol.

## **Use of Leave**

Civil Air Patrol leave for a single emergency operation may not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission, and the extension of the leave is approved by the Company.

You will not be required to exhaust any paid leave in order to take Civil Air Patrol leave.

## Notice

If eligible, you must provide as much notice as possible of the intended dates leave will begin and end.

The Company is not required to grant Civil Air Patrol leave to you if you are required to respond to either the same or other simultaneous emergency operational mission as a first responder or disaster service worker for a local, state, or federal agency.

## Certification

The Company may require certification from the proper Civil Air Patrol authority verifying your eligibility for the leave requested or taken. The Company may deny the leave if you fail to provide the required certification.

## Restoration

Upon return from leave, you will be restored to your previous position or a position with equivalent seniority status, employee benefits, pay, and other terms and conditions of employment.

## Retaliation

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

## Disability Insurance

If you are unable to work for at least eight days due to a non-work-related illness or injury, or a pregnancy-related disability, you may be eligible for disability insurance benefits. Disability insurance is a component of California's State Disability Insurance (SDI) program, which is administered by the California Employment Development Department (EDD) and is funded by workers through SDI payroll deductions. Disability insurance provides eligible employees with up to 52 weeks of partial wage replacement benefits. Benefit amounts are based on a percentage of your wages paid during a specific 12-month base period, determined by the date your claim begins.

To apply for this benefit, you must provide written notice of the disability, including a doctor's certificate stating the nature of the disability and your expected date of return to work.

The SDI program does not create a right to a leave of absence, job protection, or job reinstatement.

You are responsible for filing your claim and other forms promptly and accurately with the EDD. To learn more about the SDI program, including eligibility requirements and benefits, or to make a claim for DI benefits, contact the EDD ([www.edd.ca.gov](http://www.edd.ca.gov)).

Invictus will be notified that you have submitted a disability insurance claim.

## Military Spouse Leave

Invictus provides up to 10 days of job-protected, unpaid leave to employees who are the spouse or registered domestic partner of a military member who is home on leave during a period of military deployment.

To be eligible for military spouse leave you must:

- Work an average of 20 or more hours per week; and
- Be the spouse or registered domestic partner of a member of the Armed Forces, National Guard, or Reserves who is on leave from deployment during a period of military conflict.

Notify your Program Manager of your need for leave within two business days from the day you receive official notice that your spouse or registered domestic partner will be on leave from deployment. You must also provide written documentation certifying that your spouse or registered domestic partner will be on leave from deployment during the time you are requesting leave.

You may elect to use any available paid time off for which you are eligible under Company policy for the purpose of taking military spouse leave, and such paid time off will run concurrently with the leave afforded under this policy.

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

## Paid Family Leave Insurance

California's Paid Family Leave (PFL) insurance program provides eligible employees with up to eight weeks of partial wage replacement

in any 12-month period to take time off from work to:

- Bond with a new child (either by birth, adoption, or foster care placement);
- Care for a seriously ill family member (child, parent, parent-in-law, grandparent, grandchild, sibling, spouse, or registered domestic partner); or
- Participate in a qualifying exigency related to the covered active duty, or call to covered active duty, of your spouse, domestic partner, child, or parent in the U.S. Armed Forces.

The 12-month period begins on the day a claim is submitted.

PFL insurance is funded entirely by workers through state disability insurance (SDI) payroll deductions. If you are currently receiving benefits from SDI or workers' compensation insurance, you may not be eligible to receive PFL benefits. The California PFL insurance program does not create a right to a leave of absence, job protection, or job reinstatement.

The PFL insurance program makes benefits available to eligible employees through the California Employment Development Department (EDD). Apply for PFL insurance directly with the EDD. Contact the EDD for information on eligibility or to obtain a claim form. Medical and other documentation may be required.

## Pregnancy Disability Leave

If you are disabled by pregnancy, childbirth, or a related medical condition, Invictus will provide you with up to four months of unpaid pregnancy disability leave (PDL).

### Eligibility

To be eligible for PDL, you must suffer from a pregnancy-related disability. A **pregnancy-related disability** is a physical or mental condition related to pregnancy or childbirth that prevents you from performing the essential duties of your job, or would cause undue risk to you or your pregnancy's successful completion.

Conditions for which PDL is available include, but are not limited to:

- Severe morning sickness.
- Prenatal or postnatal care.
- Doctor ordered bed rest.
- Gestational diabetes.
- Pregnancy-induced hypertension.
- Preeclampsia.
- Post-partum depression.
- Lactation conditions such as mastitis.
- Loss or end of pregnancy.
- Recovery from loss or end of pregnancy.

### Use of Leave

PDL may be taken before or after birth during any period of time (not to exceed four months) where you are physically unable to work due to your pregnancy-related disability. You may take PDL all at once or intermittently.

Where applicable under state and federal law, employees who qualify and are entitled to take PDL may also be eligible for leave under the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). PDL and FMLA run concurrently. CFRA leave will be counted separately from PDL. CFRA leave will also be counted separately from FMLA leave taken for pregnancy disability, childbirth, or related medical conditions. An additional 12 weeks of bonding leave may also be available to qualified individuals. Speak with your Program Manager about your eligibility for these leaves.

## Notice and Leave Request Process

### Foreseeable Need for Leave

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 practicable, give notice as soon as possible. You are expected to complete and return a leave request form prior to the beginning of leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork will result in the

delay or denial of leave.

### **Unforeseeable Need for Leave**

If the need for leave is unforeseeable, provide notice as soon as practicable and possible under the facts of the particular case. Normal call-in procedures apply to all absences from work including those for which leave under this policy may be requested. Complete and return the necessary leave request form as soon as possible to obtain the leave. Failure to provide appropriate notice and/or complete and return the necessary paperwork on a timely basis will result in the delay or denial of leave.

### **Leave Request Process**

To request leave under this policy, obtain a leave request form from your Program Manager or Human Resources Department and return the completed form to the Human Resources Department. If the need for leave is unforeseeable, and you will be absent more than three days, contact the Human Resources Department by telephone and request that a leave form be mailed to your home. If leave will be fewer than three days, complete and return the leave request form upon returning to work.

### **Call-In Procedures**

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

### **Paid Leave Utilization During Pregnancy Leave**

You will be required to use available sick leave during PDL; however, you may opt to use any available PTO during your PDL in order to receive compensation.

If you are on PDL for eight or more consecutive calendar days, you may be eligible for partial wage replacement benefits under the California State Disability Insurance (SDI) program. You are responsible for applying for these benefits and can obtain forms from your healthcare provider.

### **Certification and Fitness for Duty Requirements**

When requesting PDL, you must provide certification from a healthcare provider to qualify for leave. Such certification must be provided within 15 days of the request for leave unless it is not practicable under the circumstances despite your diligent efforts. Failure to provide certification may result in leave being delayed, denied, or revoked. At the discretion of the Company, you may also be required to obtain a second and third certification from another health care provider at Company expense (except for military care leave). Recertification of the continuance of a serious health condition or an injury/illness of a military service member will also be required at appropriate intervals.

### **Temporary Transfer and Other Accommodations**

If you are suffering from a pregnancy related disability, you are entitled to a temporary transfer to another position or other reasonable accommodation based on the pregnancy-related disability if you request the transfer or reasonable accommodation and the request is based on the medical certification of a health care provider that a transfer or reasonable accommodation is medically advisable, and the request can be reasonably accommodated by the Company. All employees who are transferred to accommodate a pregnancy-related disability have the same reinstatement and other rights described below with respect to pregnancy-related disability leaves.

The Company may also require you to transfer temporarily to an available alternative position with the same pay and benefits in order to accommodate your need for intermittent leave or a reduced work schedule.

### **Benefits**

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken pregnancy disability leave. If you do not return to work at the end of your pregnancy disability leave, the Company may recover the payment for your premiums under certain circumstances.

### **Return to Work**

Upon returning to work at the end of leave, you will 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. You may not, however, be entitled to discretionary raises, promotions, bonus payments, or other benefits that become available during leave.

At the completion of PDL, you will be required to obtain a release to return to work from your health care provider stating that you are able to resume your original job or duties.

## 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.

## 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 automatically terminated.

## False Reason for Leave

You will be terminated if you provide a false reason for a leave.

## Retaliation

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

## Reproductive Loss Leave

Invictus will provide eligible employees up to five days of unpaid reproductive loss leave in accordance with the California Fair Employment and Housing Act.

## Eligibility

To be eligible for reproductive loss leave, you must:

- Be employed by the Company for at least 30 days prior to the start of leave.
- Experience a qualifying reproductive loss event.

**Reproductive loss event** means the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

## Reasons for Leave

Reproductive loss events include:

- A **failed adoption**, which means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. To be a qualifying event, you must be a person who would have been a parent of the adoptee if the adoption had been completed.
- A **failed surrogacy**, which means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. To be a qualifying event, you must be a person who would have been a parent of a child born as a result of the surrogacy.
- A **miscarriage**. To be a qualifying event, the miscarriage must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- A **stillbirth**. To be a qualifying event, the stillbirth must result from your pregnancy, the pregnancy of your current spouse or domestic partner, or another individual that would have made you a parent to the child.
- An **unsuccessful assisted reproduction**, which means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. To be a qualifying event, the unsuccessful assisted reproduction event must have been experienced by you, your current spouse or domestic partner, or another individual that would have made you a parent to the child.

## Use of Leave

Eligible employees will be provided up to five days of unpaid leave for a reproductive loss event. The five days of leave do not have to be taken consecutively.

Leave must be completed within three months of the event entitling you to leave. If you experience more than one reproductive loss event

within a 12-month period, the maximum amount of reproductive loss leave you can take is 20 days.

You may substitute any portion of your unpaid reproductive loss leave with available appropriate paid leave.

Reproductive loss leave will run concurrently with any other leave entitlement when permissible under applicable law.

## **Notice**

Provide notice of your need for reproductive loss leave as soon as practical.

All information received by the Company regarding your request for reproductive loss leave will be treated as confidential and will not be disclosed except to internal personnel or counsel, as necessary, or as required by law.

## **Retaliation**

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

## **Voting Leave**

If your work schedule prevents you from voting on Election Day, Invictus will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Program Manager, consistent with applicable legal requirements.

## **Witness Leave**

Invictus realizes that, on occasion, employees may be subpoenaed or otherwise compelled to serve as witnesses in a judicial proceeding; in such case, you will be provided with unpaid leave to attend. You may opt to use any available paid leave (including paid sick leave) in place of the unpaid leave.

Upon receiving a subpoena (or other document compelling your attendance), notify your Program Manager as soon as possible to make scheduling arrangements.

The Company reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

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

## **Safety and Loss Prevention**

### **Indoor Heat Illness Prevention**

Invictus is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working in certain indoor workplaces where the indoor temperature reaches or exceeds 82 degrees Fahrenheit. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work indoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness. Such employees should be familiar with the Company's written Indoor Heat Illness Prevention Program.

This policy ensures that at-risk employees working indoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided cool-down areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to cool-down areas is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the cool-down area.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing the cool-down area, excluding the time needed to access the cool-down area.

The Company provides fresh, pure, and suitably cool drinking water at no charge throughout the day. Water will be located as close as possible to work and cool-down areas. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated. Do not wait until you are thirsty to drink water.

The Company will use control measures to minimize the risk of heat illness.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Program Manager if you experience any symptoms or signs of heat illness or see signs of heat illness in co-workers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

## **Outdoor Heat Illness Prevention**

Invictus is committed to complying with all applicable laws and ensuring that employees avoid heat illness while working outside. Heat illness may begin with mild symptoms and progress quickly to signs of serious and life-threatening illness. All employees who work outdoors and are reasonably anticipated to be exposed to the risk of heat illness will be provided detailed training before starting work involving a risk of heat illness.

This policy ensures that employees working outdoors understand they are allowed and encouraged to take preventative cool-down rest periods in provided shaded areas whenever they feel the need to protect themselves from overheating.

You may also be asked to take a cool-down rest period if you are observed having any signs of heat illness. Access to shade is permitted at all times. Cool-down periods are not limited in frequency and are considered time worked.

When taking a preventative cool-down rest period:

- You will be monitored and asked if you are experiencing any symptoms of heat illness.
- You will be encouraged to remain in the shade.
- You will not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event sooner than five minutes after accessing shade, excluding the time needed to access the shade.

The Company provides fresh, pure, and suitably cool drinking water at no charge. When the work environment is hot, you are encouraged to frequently drink small cups of water, with up to four cups (one quart or more) per hour recommended, to stay hydrated.

The Company has in place effective emergency response procedures if you show signs or report symptoms of heat illness while taking a preventative cool-down rest period.

You must immediately report to your Program Manager if you experience any symptoms or signs of heat illness or see signs of heat illness in coworkers so that the Company can respond with medical attention, as appropriate.

The Company will not discriminate or retaliate against employees who take preventative cool-down rest periods in accordance with this policy.

# Florida Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age (40 and older), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, AIDS/HIV status, sickle-cell trait, COVID-19 status (knowledge or belief of a person's vaccination or COVID-19 post-infection recovery status or failure to take a COVID-19 test), 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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 another person's body;
- 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 membership in a protected class.

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 towards an individual or group because of one of the above-protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards 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 Wendy Daniels, Human Resources Manager, 757-567-2668 [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Invictus 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 company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, 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 not to disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Program Manager.

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

### **Meal and Rest Periods**

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## **Pay Period**

At Invictus, the standard pay period is semimonthly for all employees. Pay dates are the 10th and the 25th. If 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.

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

## **Benefits**

### **Civil Air Patrol Leave**

Invictus will provide eligible employees with at least 15 days of unpaid Civil Air Patrol leave per year to participate in a Civil Air Patrol training or mission.

### **Eligibility**

To be eligible for Civil Air Patrol leave, you must:

- Be employed by the Company for at least 90 days before beginning leave; and
- Be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification.

### **Use of Leave**

You will not be required to use paid leave while on Civil Air Patrol leave. However, you may elect to substitute any paid leave for the work time missed on Civil Air Patrol leave.

### **Notice**

Provide as much notice as possible of your intent to take Civil Air Patrol leave.

### **Certification**

The Company may ask you to provide documentation supporting your need for leave.

### **Restoration**

Upon completion of leave, you must promptly notify the Company of your intent to return to work. The Company is not required to permit you to return to work if:

- The Company's circumstances have so changed as to make employment impossible or unreasonable;
- It would impose an undue hardship on the Company;
- Your employment prior to taking leave was for a brief, nonrecurring period, and there was no reasonable expectation that your employment would continue indefinitely or for a significant period; or
- The Company had legally sufficient cause to terminate you at the time you commenced leave.

If you are permitted to return to work, you are entitled to:

- The seniority that you had on the date leave began and any other rights and benefits that are bestowed upon you as a result of such seniority; and
- Any additional seniority that you would have attained if you had remained continuously employed and any other rights and benefits that would have been bestowed upon you as a result of such seniority.

After you have returned to work, you may not be terminated for a period of one year after the date you returned, except for cause.

## Retaliation

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

## Domestic/Sexual Violence Leave

Invictus will provide employees who are victims of domestic or sexual violence, or whose family or household member is a victim of domestic violence, with up to three days of unpaid leave in any 12-month period for certain qualifying reasons.

## Eligibility

To be eligible for domestic/sexual violence leave you must have worked for the Company for at least three months.

## Leave Usage

You may take domestic/sexual violence leave to:

- Seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating, or sexual violence.
- Obtain medical care or mental health counseling for yourself or your family or household member to address physical or psychological injuries resulting from domestic violence.
- Obtain services from a victim services organization for yourself or your family or household member.
- Make your home secure from the perpetrator of domestic violence or seek new housing to escape the perpetrator.
- Seek legal assistance in addressing issues arising from domestic violence or prepare for and attend court-related proceedings arising from domestic violence.

**Family or household member** means your spouse, former spouse, persons related to you by blood or marriage, persons who are presently residing with you as if they are family or who have resided with you in the past as if they are family, and persons who have a child in common with you regardless of whether you have been married to them. With the exception of persons who have a child in common with you, the family or household members must be currently residing with you or have in the past resided with you in the same single dwelling unit.

## Notice

Except in the case of imminent danger to your health and safety or that of your family or household member, you must provide reasonable advance notice of your need for leave. You may be required to provide documentation showing evidence of your need for leave.

You must exhaust all PTO before requesting leave under this policy.

## Compensation

Leave under this policy is unpaid.

## Confidentiality

Information about your request for leave will be kept confidential, except as required by federal or state law or as necessary to protect your safety in the workplace.

## Retaliation

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

# Georgia Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember 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, 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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 another person's body;
- 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 toward an individual because of the individual's membership in a protected class.

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, or elsewhere on our premises, in emails or voicemails, or otherwise 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 Wendy Daniels, Human Resources Manager, 757-567-2668 [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Invictus will provide nursing mothers reasonable paid break time to express milk for their infant child.

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

Expressed milk can be stored [in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. Any break time will be paid at your regular rate of pay. If you are paid on a salary basis, the Company will not reduce your salary or require you use paid leave for break time.

You must make reasonable efforts to not disrupt Company operations.

You are encouraged to discuss the length and frequency of these breaks with your Program Manager.

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

### **Meal and Rest Periods**

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## **Pay Period**

At Invictus, the standard pay period is semimonthly for all employees. Pay dates are the 10th and the 25th. 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.

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

## **Benefits**

### **Court Attendance and Witness Leave**

Invictus realizes that, on occasion, employees may be subpoenaed or ordered by a court to attend judicial proceedings. In such cases, notify your Program Manager as soon as possible to make scheduling arrangements.

While attending the judicial proceeding, you will receive your regular compensation. This does not apply if you are attending a judicial proceeding because you have been charged with a crime.

The Company reserves the right to require employees to provide proof of the need for leave to the extent authorized by law.

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

### **Voting Leave**

Invictus encourages all employees to fulfill their civic responsibilities and to vote in public elections. You will be provided up to two hours of unpaid time off to vote in any municipal, county, state, or federal political party primary or election. Time off may be used on one of the days that is designated for advance in-person voting or on the day that such primary or election is held.

You must provide reasonable advance notice of the need for time off to vote so the time off can be scheduled to minimize disruption to normal work schedules.

# New Hampshire Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age, race (including immutable traits associated with race, which include, but are not limited to, hair type, hair texture, hairstyles, and protective hairstyles such as braids, locs, tight coils or curls, cornrows, Bantu knots, Afros, twists, and headwraps), color, marital status, national origin, ancestry, religious creed, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), crime victim status, veteran status, uniformed service member 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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 another person's body;
- 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 toward an individual because of the

individual's membership in a protected class.

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, or elsewhere on our premises, in emails or voicemails, or otherwise 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 Wendy Daniels, Human Resources Manager, 757-567-2668, [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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.

## Wage and Hour Policies

### Accommodations for Nursing Mothers

Invictus will provide nursing mothers reasonable break time and sufficient space to express milk for their infant child for up to one year following the child's birth. **Reasonable break time** means an unpaid break of approximately 30 minutes for every three hours worked.

The space provided for nursing will not be a bathroom and will be shielded from view and free from intrusion from coworkers and the public. If feasible, it will have an electrical outlet and a chair. If the space is not used solely for expressing milk, it will be made available for that use when requested. The location of the space will be within a reasonable walk of your worksite, unless otherwise agreed to by you and the Company.

Expressed milk can be stored in company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, 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 will not be required to make up time related to the use of these breaks.

You must make reasonable efforts to not disrupt Company operations.

You are requested to notify the Company at least two weeks prior to needing reasonable time and space for the expression of milk during work hours, where feasible, to assist with planning and compliance with applicable state law. You are encouraged to discuss the length and frequency of these breaks with your Program Manager.

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

### Meal and Rest Periods

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you

were unable to or prohibited from taking a meal or rest period.

## Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## Pay Period

At Invictus, the standard pay period is biweekly, for all employees. Pay dates are on the 10th and the 25th of the month. If a pay date falls on a holiday, you will be paid on the business day before the holiday. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday.

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

## Benefits

### Leave to Attend Certain Medical Appointments

Invictus will provide you with up to 25 hours of leave to attend your own medical appointments for childbirth or postpartum care, or your child's pediatric medical appointments. Leave must be taken within the first year of the child's birth or adoption.

If both you and your spouse work for the Company, you may collectively take a total of 25 hours of leave.

Leave under this policy is unpaid; however, you may substitute any portion of this leave with appropriate paid leave.

You must provide reasonable advance notice of your need for leave and make reasonable efforts to schedule leave so that it does not unduly disrupt Company operations. You may be asked to provide documentation confirming that the leave is being used for its intended purpose.

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

### Crime Victim Leave

Invictus will permit you to take unpaid leave to participate in investigations, or court or other related legal proceedings, under the following circumstances:

1. Where you are the victim of a crime or attempted crime.
2. Where your immediate family member is a victim of a crime or attempted crime and is a minor.
3. Where your immediate family member is a victim of homicide.

**Immediate family member** means your father, mother, stepparent, child, stepchild, sibling, spouse, grandparent, or legal guardian; or any person involved in an intimate relationship with you and residing in the same household.

If you need to take crime victim leave, notify your Program Manager and make scheduling arrangements. The Company may request documentation supporting your need for leave.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law. You may use available, appropriate paid leave in place of unpaid leave.

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

### Employment Protections for Volunteer Firefighters and Emergency Medical Technicians

If you are a volunteer member of a fire or ambulance department, Invictus will not discharge you or take any other disciplinary action against you for failing to report to work at your regular start time due to your responding to an emergency you witnessed or came upon

while on your way to work. **Volunteer member** means a volunteer, call, reserve, or permanent-intermittent firefighter or emergency medical technician (EMT) but does not include any person who received compensation for over 975 hours of services rendered in such capacity over the preceding six-month period.

If you are or will be late or absent from work because you are responding to an emergency, you must make a reasonable effort to notify the Company of your expected late arrival or absence.

Time missed from work due to responding to an emergency will be unpaid.

You may be required to submit a statement signed by the chief of your fire or ambulance department certifying the date and time you responded to and returned from the emergency.

# North Carolina Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age (40 and over), race, religion, color, national origin, gender, sex, sexual orientation (including transgender status, gender identity or expression), physical or mental disability, genetic information, marital status, AIDS/HIV status, possession of sickle cell trait or hemoglobin C trait, military service, 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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 another person's body;
- 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;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading of or participation in dissemination of gossip or rumors of a sexual nature related to coworkers.

#### 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 membership in a protected class.

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 towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, or elsewhere on our premises, in emails or voicemails, or otherwise circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards 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 Wendy Daniels, Human Resources Manager, 757-567-2668 [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Invictus 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 company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, 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 Program Manager.

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

### **Meal and Rest Periods**

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## **Pay Period**

At Invictus, the standard pay period is semimonthly for all employees. Pay dates are the 10th and the 25th. 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.

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

## **Benefits**

### **Civil Air Patrol Leave**

Invictus will provide eligible employees with up to 14 days of unpaid Civil Air Patrol leave to perform their duties related to a state-approved mission or a U.S. Air Force-authorized mission.

### **Eligibility**

To be eligible for Civil Air Patrol leave, you must be a volunteer member of the North Carolina Wing of the Civil Air Patrol.

### **Use of Leave**

Leave may be for no more than seven consecutive scheduled working days. The total amount of leave you may use in a calendar year is 14 days.

You may substitute any available paid leave for your unpaid Civil Air Patrol leave.

### **Notice**

If your need for leave is foreseeable, provide as much advance notice as possible. If unforeseeable, provide notice as soon as practical.

### **Documentation**

To verify that leave was used for a proper purpose, you may be required to furnish a copy of your mission order.

### **Retaliation**

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

### **Domestic Violence Leave**

Invictus will provide employees reasonable unpaid leave to obtain or attempt to obtain relief from domestic violence in accordance with North Carolina law.

You must provide reasonable advance notice of your need for leave unless an emergency prevents you from doing so. You may be required to provide documentation showing evidence of the emergency.

Domestic violence leave is unpaid; however, you may choose to substitute any available PTO.

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

### **Election Precinct Official Leave**

Invictus will provide employees who are appointed as election precinct officials with unpaid leave on Election Day or canvass day to perform the duties of their position.

You must provide at least 30 days' notice of your intent to take leave to serve as an election precinct official.

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

### **School Visitation Leave**

If you are the parent, guardian, or person standing in loco parentis of a school-aged child, Invictus will provide you up to four hours of time off per year to attend or otherwise be involved at the child's school.

You and your Program Manager must mutually agree to the scheduling of leave.

Submit a written request for leave at least 48 hours in advance of the requested absence. You may be required to provide documentation from the child's school verifying that you were involved at the school during the leave time.

Leave under this policy will be unpaid; however, exempt employees may be paid as required by law.

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

# South Carolina Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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 another person's body;
- 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;
- Any unwanted physical touching or assaults, or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to coworkers.

#### Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the

individual's membership in a protected class.

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, or elsewhere on our premises, in emails or voicemails, 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 Wendy Daniels, Human Resources Manager, 757-567-2668 or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

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.

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Invictus will provide nursing mothers reasonable break time to express milk for their infant child.

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 company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

The break time must, if possible, run concurrently with any break time already provided. If you are nonexempt, 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 as permissible under applicable law.

You are encouraged to discuss the length and frequency of these breaks with your Program Manager.

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

### **Meal and Rest Periods**

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

### **Overtime**

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## **Pay Period**

At Invictus, the standard pay period is semimonthly for all employees. Pay dates are the 10th and the 25th. 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.

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

## **Benefits**

### **Crime Victim and Witness Leave**

If you are subpoenaed as a victim of or a witness to a crime, Invictus will provide you with unpaid time off to attend court proceedings related to the crime.

**Victim** means any individual who suffers direct or threatened physical, psychological, or financial harm as the result of the commission or attempted commission of a criminal offense. The term includes the spouse, parent, child, or lawful representative of a victim who is deceased, a minor, incompetent, or physically or psychologically incapacitated. The term does not include:

- Any individual who is the subject of an investigation for, who is charged with, or who has been convicted of or pled guilty or *nolo contendere* to the offense in question;
- Any individual (including a spouse, parent, child, or lawful representative) who is acting on behalf of the suspect, juvenile offender, or defendant, unless such actions are required by law; or
- Any individual who was imprisoned or engaged in an illegal act at the time of the offense at issue in the proceedings.

Upon receipt of a valid subpoena, notify your Program Manager as soon as possible to make scheduling arrangements.

The Company will not retaliate against, suspend, or reduce the wages or benefits of employees who request or take leave in accordance with this policy.

### **Emergency Service Workers Leave**

If you are a volunteer firefighter or a volunteer medical services employee, Invictus will not terminate you for responding to a declared state of emergency by the President of the United States or governor of South Carolina. Any work time missed while responding to an emergency will be unpaid.

### **Isolation and Quarantine Leave**

Invictus provides unpaid leave to employees who are ordered to isolate or quarantine by the Department of Health and Environmental Control.

Provide notice of your need for leave as soon as practical.

You may be required to substitute any accrued and unused paid leave (paid time off) for this leave as permitted by law.

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

# Virginia Policies

## Hiring and Orientation Policies

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Invictus 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 based on the following protected classes: age (40 and older), race (including traits historically associated with race, which includes hair texture, hair type, and protective hairstyles such as braids, locks, and twists), color, ethnic or national origin, ancestry, religion (including any outward expression of religious faith, which includes adherence to religious dressing and grooming practices and carrying or displaying religious items or symbols), sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), marital status, military status (including status as a uniformed servicemember, a veteran, or dependent of a servicemember), 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 Program Manager or any other designated member of management.

#### Policy Against Workplace Harassment

Invictus has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment, based upon an individual's membership in a protected class. 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.

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- Comments regarding sexual behavior or another person's body;
- 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;
- Any unwanted physical touching or assaults or blocking or impeding movements; and
- The spreading or participation in dissemination of gossip or rumors of a sexual nature related to coworkers.

## Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's membership in a protected class.

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, or elsewhere on our premises, in emails or voicemails, or otherwise 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 Wendy Daniels, Human Resources Manager, 757-567-2668, [wdaniels@invictusassoc.com](mailto:wdaniels@invictusassoc.com) or any member of management.

The Company prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain about, or assist in the investigation of any complaint of harassment or discrimination.

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.

## Wage and Hour Policies

### Accommodations for Nursing Mothers

Invictus 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 company refrigerators, refrigerators provided in the lactation room or other location. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator. You may also bring a personal cooler for storage.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, 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 Program Manager.

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

### Meal and Rest Periods

Invictus 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 Program Manager 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 Program Manager know; in addition, notify your Program Manager as soon as possible if you were unable to or prohibited from taking a meal or rest period.

## Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Program Manager.

At certain times Invictus 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.

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.

## Pay Period

At Invictus, the standard pay period is semimonthly. Pay dates are the 10th and the 25th of the month. 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.

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

## Benefits

### Bone Marrow and Organ Donation Leave

Invictus will provide eligible employees with:

- Up to 30 business days of unpaid leave in a 12-month period to serve as a bone marrow donor.
- Up to 60 business days of unpaid leave in a 12-month period to serve as an organ donor.

### Eligibility

To be eligible for donation leave, as of the date the requested leave begins, you must have:

- Been employed by the Company for at least 12 months; and
- Worked at least 1,250 hours for the Company during the previous 12 months.

### Leave Request

To request donation leave, you must provide the Company with written verification from a physician that you are an eligible bone marrow or organ donor and there is a medical necessity for the donation.

### Pay

Donation leave is unpaid. You may choose to use available accrued but unused paid time off in lieu of unpaid leave.

### Interaction with Other Laws

Leave cannot be taken concurrently with leave under the federal Family and Medical Leave Act (FMLA).

### Return to Work

Upon returning to work at the end of donation leave, you will be restored to your previous position or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

### Maintenance of Health Benefits

If the Company provides you with health benefits under a group health plan, the Company will maintain and pay for your health coverage at the same level and under the same conditions as coverage would have been provided if you had not taken donation leave.

### Retaliation

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

## Civil Air Patrol Leave

Invictus will provide unpaid leave to employees who are members of the Civil Air Patrol to engage in training for emergency missions with the Civil Air Patrol or to respond to an emergency mission as a Civil Air Patrol volunteer.

### Duration of Leave

Leave used for training is limited to 10 workdays per federal fiscal year. Leave used to respond to an emergency mission is limited to 30 workdays per federal fiscal year.

You will not be required to exhaust any other leave to which you are entitled prior to taking Civil Air Patrol leave.

### Notice

Provide as much notice as possible of your intent to take leave. You must provide:

- Certification that you have been authorized by the U.S. Air Force, the governor, or a department, division, agency, or political subdivision of the state to respond to or train for an emergency mission; and
- Verification from the Civil Air Patrol of the emergency need of your volunteer service.

### Retaliation

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

### Court Attendance and Witness Leave

Invictus realizes that, on occasion, you may be summoned or subpoenaed to appear as a witness in a civil or criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your Program Manager as soon as possible to make scheduling arrangements. You may opt to use PTO in place of unpaid leave.

The Company reserves the right to require you to provide proof of the need for leave to the extent authorized by law.

This policy does not apply to employees seeking leave because they are a defendant in a criminal case.

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

### Crime Victim Leave

Invictus will provide employees who are victims of a crime leave from work to attend any criminal proceedings. Criminal proceedings are proceedings at which the victim has the right or opportunity to appear involving a crime against the victim, including all of the following:

- The initial appearance of the person suspected of committing the criminal offense against the victim.
- Any proceeding in which the court considers the post-arrest release of the person accused of committing a criminal offense against the victim or the conditions of that release.
- Any proceeding in which a negotiated plea for the person accused of committing the criminal offense against the victim will be presented to the court.
- Any sentencing proceeding.
- Any proceeding in which post-conviction release from confinement is considered.
- Any probation revocation disposition proceeding or any proceeding in which the court is requested to terminate the probation of a person who is convicted of committing a criminal offense against the victim.
- Any proceeding in which the court is requested to modify the terms of probation or intensive probation of a person if the modification will substantially affect the person's contact with or safety of the victim or if the modification involves restitution or incarceration status.

You are eligible for leave under this policy if:

- You have suffered physical, psychological, or economic harm as a direct result of the commission of a felony or of assault and battery, stalking, sexual battery, attempted sexual battery, maiming or driving while intoxicated;
- You are a spouse or child of the victim;
- The victim is a minor and you are the victim's parent or legal guardian; or
- The victim is physically or mentally incapacitated or was a homicide victim and you are the victim's spouse, parent, sibling, or legal

guardian.

You are not eligible for leave if you are the person who committed the crime or the relative or guardian of an individual who committed the crime.

Prior to taking leave, provide your Program Manager with a copy of the form provided to you by the applicable law enforcement agency and, if applicable, provide a copy of the notice of each scheduled criminal proceeding that is provided to you as victim.

The Company may limit the leave provided under this policy if the leave creates an undue hardship.

Leave under this policy is without pay; however, the wages of exempt employees will not be reduced for a partial week's absence. You may elect to use accrued paid vacation, personal leave, or sick leave.

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

## **Election Worker Leave**

Invictus will provide employees who are election workers with unpaid leave to:

- Serve at a polling place on Election Day; or
- Serve at a meeting of the electoral board following the election to determine the results of such election.

***Election worker*** means a member of a local electoral board, a deputy general registrar, or an officer of election.

You must provide reasonable notice of your need to take leave.

If you serve four or more hours (including travel time), you will not be required to start any work shift that begins on or after 5 p.m. on the day of your service or begins before 3 a.m. on the day following your service.

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

## **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.

Michelle Callan, CEO

Invictus

## Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Invictus 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 CEO 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) that conflicts with the terms of this handbook, I understand that the terms of the employment 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 Invictus.

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

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Signature

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Date

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Print Name

# APPENDIX

# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, **to request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit [dol.gov/fmla](https://www.dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR



# SURVIVORS OF VIOLENCE AND FAMILY MEMBERS OF VICTIMS RIGHT TO LEAVE AND ACCOMMODATIONS

## NOTICE



Civil Rights  
Department  
STATE OF CALIFORNIA

**Note:** Employers must provide this information to workers when hired, annually, upon request, and to any worker who informs the employer that they are a victim of violence or the family member of a victim of violence. Victims of violence include victims of domestic violence, sexual assault, stalking, violent threats, acts involving the use or presence of a dangerous weapon, or any violence causing injury.

## YOUR RIGHT TO TAKE TIME OFF

- You have the right to take time off work for jury service or to appear in court as a witness to comply with a subpoena or court order. All employees have this right, no matter the size of the employer.
- If you are a victim of violence, you have the right to take time off work to get relief (like a restraining order) to protect you or your child's health, safety, or welfare. All employees have this right, no matter the size of the employer.
- If you are the victim or family member of a victim of certain crimes, you have the right to take time off work to attend judicial proceedings related to the crime, including a delinquency proceeding, post arrest release decision, plea, sentencing, postconviction release decision, or any proceeding where a right of yours is at issue. All employees have this right, no matter the size of the employer.
- If you are a victim of violence or the family member of a victim of violence, and your employer has 25 or more workers, you have the right to take time off work for any of the following reasons:
  - To take part in safety planning or other actions to help keep you or your family member safe from future violence
  - To prepare for, participate in, or attend civil, administrative, or criminal legal proceedings, such as a court hearing, related to the violence
  - To seek, get, or provide childcare or care to a dependent adult if the care is necessary to keep the child or adult safe after an act of violence
  - To care for a family member recovering from injuries caused by violence
  - To get, or help a family member get, the following services relating to the violence: civil or criminal legal services; a restraining order or other relief; medical attention for injuries; services from a domestic violence shelter or program, rape crisis center, or victim services organization or agency; psychological counseling; mental health services; or housing, including relocating, securing temporary or permanent housing, and enrolling children in a new school or childcare
- If you are a victim of violence or the family member of a deceased victim of violence, you can take up to 12 weeks off work for any of these reasons. If you are the family member of a living victim of violence but are not yourself a victim, you may take up to 10 days off work for these reasons, with the exception of relocation, for which you can take up to five days.
- You may use available vacation, paid time off, personal leave, or paid sick leave to take time off for any of the reasons described in this notice.
- You must give your employer advance notice before taking time off, unless it is not possible. If you do not give advance notice, your employer cannot discipline you if you provide documentation to the employer within a reasonable time supporting the reason for your absence.

# SURVIVORS OF VIOLENCE AND FAMILY MEMBERS OF VICTIMS RIGHT TO LEAVE AND ACCOMMODATIONS

## NOTICE



### YOUR RIGHT TO CONFIDENTIALITY

- If you are a victim or the family member of a victim, your employer must keep information about your request for time off or reasonable accommodation confidential unless federal or state law requires disclosure, or disclosure is necessary to protect your safety at work. If your employer plans to disclose information about you or your circumstances, your employer must tell you in advance.

### YOUR RIGHT TO REASONABLE ACCOMMODATION FOR YOUR SAFETY

- If you or your family member is a victim of violence, you have the right to ask for a reasonable accommodation to make sure you are safe at work. Your employer must work with you to see what changes can be made.
- Your employer can ask you for a statement certifying that your request is related to being a victim or the family member of a victim.

### YOUR RIGHT TO BE FREE FROM RETALIATION AND DISCRIMINATION

Your employer cannot discipline you, treat you differently, or fire you because:

- You are a survivor or the family member of a victim or survivor of domestic violence, sexual assault, stalking, violent threats, or violence causing injury.
- You asked for time off work to recover from or get help related to the violence.
- You asked for accommodations to make sure you are safe at work.

### YOU MAY ALSO HAVE PROTECTIONS UNDER OTHER LAWS:

- **Wage Replacement:** You may be eligible for wage replacement if you are unable to work because of your health or because you need to care for a family member with a serious health condition. **State Disability Insurance (SDI)** provides short-term wage replacement when

you are temporarily disabled from working. **Paid Family Leave (PFL)** provides short-term wage replacement so you can care for a seriously ill family member, among other reasons. Learn more or file a claim for wage replacement by contacting the Employment Development Department (EDD) online (<https://edd.ca.gov/>) or by phone at 800-480-3287 (for SDI) or 877-238-4373 (for PFL).

- **Family and medical leave:** Under the California Family Rights Act, you may have the right to take time off work for your own or a family member's serious health condition or because of the birth, adoption, or foster care placement of a child. Learn more about family and medical leave by visiting [bit.ly/CRD-leave](http://bit.ly/CRD-leave). You can file a complaint with CRD if you believe your rights have been violated.
- **Bereavement leave:** Bereavement leave allows eligible employees to take up to five days off work within three months of the family member's death. Leave does not need to be taken all at once. Learn more about bereavement leave protections by visiting [bit.ly/CRD-Bereavement](http://bit.ly/CRD-Bereavement). You can file a complaint with CRD if you believe your rights have been violated.

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### TO FILE A COMPLAINT

Contact the Civil Rights Department if you have questions about your rights or to file a complaint:

#### Civil Rights Department

Online at <http://ccrs.calcivilrights.ca.gov/s/>

By mail at 651 Bannon Street, Suite 200, Sacramento, CA 95811

By calling 800-884-1684 (voice), 800-700-2320 (TTY), or California's Relay Service at 711

For more information about your right to leave and accommodations as a victim or the family member of a victim, visit [bit.ly/CRD-Survivors-of-Violence-FAQ](http://bit.ly/CRD-Survivors-of-Violence-FAQ)