



**VIAGGIO**

## **Viaggio Pontoons**

**Viaggio Pontoons Employee Handbook 2024**

**July 1, 2024**

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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 Viaggio will be rewarding and challenging. We take pride in our employees as well as in the products and 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. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

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

If you have questions about your employment or any provisions in this handbook, contact Amy Grindle, HR Director.

We wish you success in your employment here at Viaggio!

All the best,

George Thomas, President  
Viaggio

### 1.2 At-Will Employment

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

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

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.

This policy may not be appropriate in its entirety for employees working in Montana.

## 2.0 Introductory Language and Policies

### 2.1 About the Company

Since 1989 Viaggio Marine has proudly been building pontoon boats under our former name Misty Harbor Boats. Three years ago we completely redesigned our boats from the deck up, making them so drastically different the product needed a new name. After considering the bold angled lines resembling a V, we felt it fitting to name the series "Viaggio," the Italian word for journey.

Viaggio Pontoon Boats are constructed with the finest quality materials and built by hand from the best talent our manufacturing rich northern Indiana region. Our commitment is to manufacture **quality without compromise**, we do it right. Our boats are designed to make everyone on your boat comfortable, so whether you are 8 years old or 80, Viaggio is the ONE BOAT everyone can enjoy!

#### VIAGGIO

[vee-ah-G-oh] (verb), Italian word for Journey or Voyage

### 2.2 Ethics Code

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

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

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

### 2.3 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Viaggio policies and procedures. The handbook is not a contract. Viaggio reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

## 3.0 Hiring and Orientation Policies

### 3.1 Conflicts of Interest

Viaggio is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the company, you must disclose it to your direct report. If an

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

### **3.2 Employment Authorization Verification**

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

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

### **3.3 New Hires and Introductory Periods**

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with the company and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

### **3.4 Training Program**

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

## **4.0 Wage and Hour Policies**

### **4.1 Attendance**

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your supervisor or HR. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Viaggio reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

(see additional insert for full attendance policy)

### **4.2 Direct Deposit**

Viaggio encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask your bank for a letter or you can bring a voided check. Typically, the bank will begin the direct deposit of your payroll within 15 calendar days after you submit your completed application.

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

### **4.3 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.
- **Nonexempt 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 40 hours per workweek, except for approved time off. Full-time employees are eligible for most company benefits.

- **Regular Part-Time Employees.** Regular part-time employees are normally scheduled to work 30 hours or less per workweek. Part-time employees are not eligible for most company benefits.
- **Temporary/Seasonal Employees.** Temporary employees are generally hired on a temporary or project-specific basis, with either full- or part-time hours. Seasonal employees are hired on a temporary basis during a time of year when extra work is available. Temporary/seasonal employees are not eligible for most company benefits.

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

#### **4.4 Introduction to Wage and Hour Policies**

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

#### **4.5 Job Abandonment**

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

#### **4.6 Paycheck Deductions**

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

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 HR.

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.

#### **4.7 Recording Time**

Viaggio is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the company has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using the company provided time cards. Speak with

HR for specific instructions.

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

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

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

Notify your supervisor or HR of any pay discrepancies, unrecorded or mis recorded work hours, or any involuntarily missed meal or break periods.

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

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

### **5.1 Criminal Activity/Arrests**

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

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

### **5.2 Resignation Policy**

Viaggio 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 2 weeks' notice of your resignation. Provide a written resignation letter to your supervisor or HR. 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 keys, radios, computers, equipment etc. Failure to return some items may result in deductions from your final paycheck where state law allows.

### **5.3 Standards of Conduct**

Viaggio 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 (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the company or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated 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 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.

### **5.4 Transfers**

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

### **5.5 Workforce Reductions (Layoffs)**

If necessary, based upon business needs, company management may decide to implement a reduction in force (RIF). We

acknowledge that RIFs can be a trying experience for all involved, and the company will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

## **6.0 General Policies**

### **6.1 Authorization for Use of Personal Vehicle**

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

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

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

### **6.2 Computer Security and Copying of Software**

Software programs purchased and provided by Viaggio 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 Viaggio employees or contract personnel on behalf of the Company, is and will be deemed Company property. It is the policy of the company to respect all computer software rights and to adhere to the terms of all software licenses to which the company is a party. The Director of IT is responsible for enforcing these guidelines.

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

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.

### **6.3 Driving Record**

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

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

### **6.4 Nonsolicitation/Nondistribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Viaggio has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization.

Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

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

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

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

Violations of this policy should be reported to your supervisor or HR.

## **6.5 Off-Duty Use of Employer Property or Premises**

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

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

## **6.6 Payroll Advances and Loans**

Viaggio does not make any payroll advances or loans for any reason, at any time.

## **6.7 Personal Appearance**

Your personal appearance reflects on the reputation, integrity, and public image of Viaggio. 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 supervisor to request a reasonable accommodation.

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

## **6.8 Personal Data Changes**

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

## **6.9 Security**

All employees are responsible for helping to make Viaggio 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 supervisor immediately. Refrain from discussing specifics regarding company security systems, alarms, passwords, etc. with those outside of the company.

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

## **6.10 Use of Company Technology**

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

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

List items, such as:

- 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

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

All content maintained in Viaggio 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 Viaggio 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.

## **6.11 Workplace Privacy and Right to Inspect**

Company property, including but not limited to phones, computers, tablets, desks, work place 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 work areas and desks.

## **7.0 Benefits**

### **7.1 401(k) Plan**

The Company currently offers a 401k program to employees upon completing 1 year of employment but does not currently offer a Company match. You must enroll in this program to become eligible to participate.

### **7.2 Bereavement Leave**

Viaggio 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 3 days of paid bereavement leave for the death of an immediate family member.

You may use accrued but unused vacation 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 purposes of this policy, **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.

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

### **7.3 COBRA**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Viaggio employees and their beneficiaries to continue health insurance coverage under the companies 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 HR to learn more about your COBRA rights.

## 7.4 Family and Medical Leave (FMLA)

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

### Eligibility

To qualify for FMLA leave, you must:

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

### Reasons for Leave

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

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

The 12-month period is defined in your FMLA paperwork.

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

As used in this policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18 or age 18 or older and incapable of self-care because of a mental or physical disability at the time FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical



psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.

- **Qualifying exigencies** for military exigency leave include:
- Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
- Attending official ceremonies, programs, or military events;
- Special childcare needs created by a military call-up including making alternative childcare arrangements, handling urgent and nonroutine childcare situations, arranging for school transfers, or attending school or daycare meetings;
- Making financial and legal arrangements;
- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active-duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the Company and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

#### Notice and Leave Request Process

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

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

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

Please see HR for FMLA forms.

#### Certification of Need for Leave

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

At our expense, the company may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Subsequent

medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

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

#### Call-In Procedures

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

#### Paid Leave Utilization During FMLA Leave

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

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

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

#### Leave Increments

#### Intermittent Leave

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

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

#### Parental Leave

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

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

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

#### Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume



work. You will not be permitted to resume work until it is provided.

#### Health Insurance

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

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

#### Reinstatement

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

#### Spouse Aggregation

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

#### Failure to Return

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

#### Alternative Employment

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

#### Interaction with State and Local Laws

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

#### Abuse of Leave

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

#### Designation of Leave

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

#### Retaliation

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

## 7.5 Holidays

Viaggio offers the following paid holidays each year. Employees must work 60 days to be eligible for Holiday pay and it will be paid at a base hourly rate. If you're unsure what your base rate is, please ask your supervisor. The following holidays will be observed: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas 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.

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

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

## 7.6 Military Leave (USERRA)

Viaggio complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to HR. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your supervisor or HR 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 HR.

## 7.7 Personal Leave of Absence

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

### Eligibility

All regular/full-time employees employed for at least 90 days are eligible to apply for an unpaid personal leave of absence.

### Requesting Leave

Requests for unpaid personal leave must be submitted to your supervisor in writing at least 3 days in advance where practical. In emergency situations, written notice must be provided as soon as possible. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

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

You will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence/You may substitute any applicable and available paid leave for all or a portion of your unpaid personal leave.

Holidays that occur during an unpaid personal leave of absence will not be paid.

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

### Benefits While on Leave

Your company-provided health benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 30 days. You are responsible for payment of your portion of the insurance premium while on personal leave.

If you are on a personal leave of absence that exceeds 30 days, or you fail to pay your premium payment in a timely manner, the company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

#### Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least 1 week in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

#### Return to Work

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

#### Failure to Return from Leave

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

#### Alternative Employment

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

## **7.8 Vacation**

Viaggio provides employees with paid vacation.

#### Eligibility

All full-time regular employees are eligible to receive vacation time after 1 year.

#### Deposits Into Your Leave Account

Vacation is calculated according to your work anniversary year.

The amount of vacation received each year is based on your length of service and is granted in a lump sum and paid at shutdowns typically in July and/or December.

- First year of employment: 5 days annually.
- Second year of employment and on: 10 days annually.

Part-time regular employees are not eligible for vacation time.

#### During a Leave of Absence

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

#### Carryover

You may not carry over unused vacation to the following year.

## Separation of Employment

Upon separation of employment for any reason, you will be paid out any earned but unused vacation time.

## **7.9 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 Viaggio, no matter how slightly, you are to report the incident immediately to your supervisor. 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 supervisor immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

## **8.0 Safety and Loss Prevention**

### **8.1 Drug and Alcohol Policy**

Viaggio is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the company to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

#### Prohibited Conduct

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

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

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The company does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the company Disability Accommodation policy for additional information.

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

#### Violations

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

### **8.2 General Safety**

It is the responsibility of all company employees to maintain a healthy and safe work environment, report any health or

safety hazards, and follow the company health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The company also requires that all occupational illnesses or injuries be reported to your supervisor as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

### **8.3 Workplace Violence**

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Viaggio, 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 supervisor or HR, 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 HR.

### **9.0 Trade Secrets and Inventions**

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

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

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

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

## **9.2 Inventions**

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Viaggio, is a "work for hire" and is the property of the company.

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

# Indiana Policies

## Hiring and Orientation Policies

### Disability Accommodation

Viaggio complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the company will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

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

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

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

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

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

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

### EEO Statement and Nonharassment Policy

#### Equal Opportunity Statement

Viaggio is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 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 supervisor or any other designated member of management.

### Policy Against Workplace Harassment

Viaggio has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 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. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

### Sexual Harassment

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

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

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

### Other Harassment

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

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

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



- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

### Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify your supervisor or HR 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.

## **Religious Accommodation**

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

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

## **Wage and Hour Policies**

### **Accommodations for Nursing Mothers**

Viaggio Pontoons 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, in personal coolers. Sufficiently mark or label your milk and cooler to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock in and out 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 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**

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

All employees under the age of 18 will receive one or two rest periods totaling 30 minutes if scheduled to work six or more consecutive hours.

## **Overtime**

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

At certain times Viaggio 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 Viaggio, the standard pay period begins on Monday at 12:01 am and ends on Sunday at 12:00 midnight. Pay is weekly for all employees and pay dates are on Friday. If a pay date falls on a holiday, you will be paid on the day before the holiday. Provisions may be required from time to time if holidays fall on pay dates. Check with your supervisor if this type of date arises.

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

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

### **Disciplinary Process**

Violation of company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the company is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the company is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

# Benefits

## Court Attendance and Witness Leave

Viaggio realizes that, on occasion, employees may be subpoenaed to testify as a witness in a criminal proceeding. In such cases, you will be provided unpaid leave to attend. Notify your supervisor as soon as possible to make scheduling arrangements.

The company reserves the right to require employees to provide proof of the need 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.

## Jury Duty Leave

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

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You may opt to use vacation in place of unpaid 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.

## Military Family Leave

Viaggio will provide up to 10 days of unpaid leave per year to employees who are the spouse, parent, grandparent, child, or sibling of a person who is ordered to active duty. Active duty means full-time service on active-duty orders in the U.S. Armed Forces or the National Guard for a period that exceeds 89 consecutive calendar days.

To be eligible for military family leave, you must meet the following conditions:

- Employed by the company at least 12 months.
- Have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins.

Eligible employees may take a leave of absence during one or more of the following periods:

- During the 30 days before active-duty orders are in effect;
- During a period in which the person ordered to active-duty is on leave while active-duty orders are in effect; and/or
- During the 30 days after the active-duty orders are terminated.

To take a leave of absence under this policy, provide written notice, including a copy of the active-duty orders if available, to your supervisor of the date the leave will begin. Provide this notice at least 30 days before the date you intend to begin leave, unless the active-duty orders are issued less than 30 days before the date the requested leave is to begin. The leave of absence may not exceed the equivalent of 10 working days in each calendar year.

Military family leave under this policy is unpaid; however, you may choose to substitute any paid leave (other than medical or sick leave) for any part of the military family leave.

You will be allowed to continue available group health benefits at your own expense.

Upon returning to work at the end of leave, you will be placed in your original job or an equivalent job with equivalent seniority, pay, benefits, and other terms and conditions of employment.

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, Viaggio will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your supervisor, consistent with applicable legal requirements.

## **Safety and Loss Prevention**

### **Workplace Smoking**

Viaggio is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking and/or vaping in the office, production floor, warehouse, client areas, and restrooms is prohibited. You must be 8 feet from a door if you chose to smoke.

# 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 and a safe, productive, and pleasant workplace.

George Thomas, President

Viaggio

# Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Viaggio Pontoons 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 [[position or title]] of the Company. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the Company or affect the right of the Company to enforce such rule, regulation, or procedure in the future.

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

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

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

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

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

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Signature

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Date

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Print Name