



# Team Member Handbook

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## Welcome to WhiteWater!

We are thrilled to have you on the team! At WhiteWater, we are built on the desire to deliver the best experience to our customers. Customer success is our main priority, and delivering quality is at the forefront of our strategy.

We are committed to bringing joy to work every day, and as such we hire intelligent, hard-working people and treat each other with respect. We can't do what we do without solid teamwork!

This handbook has been prepared to provide a better understanding of what you may expect while working here and give an overview of what we will expect from you. It covers several subjects that apply to your employment as well as services with which you should become familiar. We value the talents and abilities of our team and seek to foster an open, cooperative, and dynamic environment in which Team Members can thrive.

Thank you for deciding to join our team. We look forward to building a mutually beneficial and exciting relationship with you!

Sincerely,  
WhiteWater Express Car Wash

# Introduction

This Team Member Handbook is designed to reference the personnel policies and practices of WhiteWater and is not intended nor written to be all-inclusive. Your handbook is not a contract of employment, nor is it to be construed in any way whatsoever as creating legal obligations. Items discussed within may change from time to time as needed, and we will do our best to inform you if a situation requiring a change to the handbook occurs.

WhiteWater reserves the right to establish and interpret personnel policies for any occurrence either contained or not contained within this handbook. We further reserve the right to change our policies, or to vary their application in particular cases, as we deem appropriate.

This handbook replaces all prior handbooks, written documents (except for authorized employment agreements), or oral or implied representations that might otherwise contradict the at-will nature of your employment.

## About the Handbook

This handbook is designed to be a tool for you to better understand our policies, practices, and procedures in place to help you be successful at WhiteWater.

We have written the handbook with the intention of making it easy to understand. Hopefully, this will help the handbook be an informative and beneficial resource. If you have specific questions about any part of the handbook or company policy, please reach out to us!

## Vision

To make a difference in our communities, environment, and the lives of our customers and employees through the most innovative express car wash experience.

## Commitment

To use our beliefs, values, and standards to create the ultimate car wash experience.

## Mission

To deliver the highest quality car wash experience at an amazing value, while continuously exceeding our customer's expectations.

## Promise

- Provide safe, clean, modern, and environmentally friendly locations
- Continuously improve and search for innovative technologies
- Our most valuable asset is our employees
- Without loyal, repeat customers nothing else matters
- Never compromise honesty and personal integrity

- Ensure the growth and profitability of our business through customer retention and improving the customer experience
- Provide exceptional customer service
- Help each other grow, personally and professionally
- Provide a fun and exciting way to wash your vehicle
- Uphold and exemplify our company pillars of respect and communication

# Important Policies

## Employment Status Statement

WhiteWater does not offer tenured or guaranteed employment. Your role with us is "at-will" and may be terminated at any time by us or by you with or without cause and with or without notice. WhiteWater has the right to hire, transfer, promote, demote, reclassify, discipline, layoff, terminate, or change any term or condition of employment (except for at-will employment itself) at any time with or without cause or advance notice.

Exceptions may only be made in writing and signed by the CEO and COO. However, no representative of the company other than the CEO and COO has the authority to enter into any agreement contrary to the foregoing. Any employment agreement entered by a Team Member and the company must be evidenced in writing and signed by the CEO and COO.

All this means is that if you don't want to work here anymore – that's ok. If it isn't working out for us, we can let you go for any lawful reason or no reason.

## Background/Reference Check

WhiteWater Express adheres to a rigorous pre-employment and promotional background verification process. This process is initiated subsequent to the issuance of a conditional offer of employment. It is important to note that WhiteWater Express reserves the prerogative to make employment decisions, including terminations and promotion denials, based on the findings of these background checks.

The criteria for making such determinations are as follows:

- In the event an individual is charged or convicted of a felony involving elements of violence, WhiteWater Express may exercise its discretion to terminate employment or withhold a promotion.
- Similarly, if an individual is charged or convicted of a felony with elements of sexual misconduct, this may also result in termination of employment or denial of promotion.
- Cases in which an employee faces charges or convictions related to a felony with elements of abuse towards vulnerable individuals may lead to termination or denial of promotion.
- Furthermore, employees charged or convicted of a felony involving elements of financial fraud may face termination or denial of promotion.

It is important to emphasize that candidates and current employees have the right to contest the accuracy and validity of the background check results. Should they choose to do so, they are entitled to request an additional background check within a period of 60 days following the initial background check. This option is available to individuals who wish to dispute the veracity of the findings.

Current employees that dispute will remain on unpaid administrative leave while results are pending.



WhiteWater Express is committed to conducting its background verification process in a fair and equitable manner while prioritizing the safety and integrity of our workforce.

## **Equal Employment Opportunity**

We prohibit discrimination and harassment in employment based on real or perceived race, sex, color, religion, creed, gender identity, sexual orientation, marital or parental status, national origin, citizenship status, age, genetic information, military or veteran status, disability, physical or mental handicap, ancestry, unfavorable military discharge, orders of protection or any other classification protected by applicable federal, state, or municipal law.

Discrimination and harassment undermine the integrity of the employment relationship, compromise equal employment opportunity, and significantly interfere with the effective accomplishment of our goals. Our policy against discrimination and harassment applies to all employment practices, including recruitment, selection, hiring, promotions, detail assignments, transfers, terminations, career development and training, performance evaluations, awards, compensation, benefits, and working conditions. This policy applies to all persons involved in the operation. In addition, it prohibits discrimination, including temporary Team Members, supervisors, managers, co-workers, vendors, customers, independent contractors, volunteers, interns, and any other persons.

Per federal and local wage rules, we will not terminate or in any other manner discriminate against Team Members or applicants because they have inquired about, discussed, or disclosed their pay or the pay of another Team Member or applicant. However, Team Members who have access to the compensation information of other Team Members or applicants as a part of their essential job functions shall not disclose the pay of other Team Members 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 company; or (c) consistent with the company's legal duty to furnish information.

Every leader is responsible for ensuring that the spirit and intent of our collective goals are achieved. Team Members share the responsibility of treating co-workers and all other individuals with dignity and respect in conformity with this policy as well as WhiteWater's Anti-Discrimination & Anti-Harassment policy so that we may all achieve these very important goals.

## **Anti-Discrimination/Anti-Harassment**

We aim to create joy in everything we do – including this handbook. Discrimination and harassment are serious, and we take this policy seriously. So please read it and remember that at White-water we want to treat each other with respect and dignity.

WhiteWater is committed to a workplace free of discrimination and harassment based on real or perceived race, color, religion, age, sex, national origin, disability, status as a veteran, or any other protected class recognized by applicable local, state or federal law.

Our policy against discrimination applies to all employment decisions, including recruitment, selection, hiring, promotions, detail assignments, transfers, terminations, career development and training, performance evaluations, awards, compensation, benefits, and working conditions.

Additionally, offensive or harassing behavior will not be tolerated against any Team Member. This policy covers vendors, customers, or others who enter our workplace and all Team Members. Offensive conduct or harassment based on race, color, religion, age, sex, national origin, disability, status as a veteran, or any protected status is prohibited. This may include but is not limited to:

- Offensive physical actions, written or spoken, and graphic communication (for example, obscene hand or finger gestures, sexually explicit drawings, racial jokes or age related comments).
- Any type of physical contact when the action is unwelcomed by the recipient (for example, brushing up against someone in an offensive manner).
- Slurs, jokes, posters, cartoons, and gestures that are offensive. Harassment is considered a form of Team Member misconduct. Disciplinary action, up to and including termination, will be taken against any Team Member engaging in this type of behavior. Anyone who has knowledge of such behavior yet takes no action to end it is also subject to disciplinary action.

Anyone who believes they are being harassed must immediately report it. All complaints will remain as confidential as possible. Complaints made in good faith will not be held against a Team Member.

### **Sexual Harassment**

Sexual harassment is any unwanted sexual conduct of a persistent or offensive nature made by a person who knows or reasonably should know that such attention is unwanted. Sexual harassment includes conduct of a sexual nature that is sufficiently pervasive or severe to unreasonably interfere with a Team Member's performance or create an intimidating, hostile, or offensive working environment. While sexual harassment encompasses a wide range of conduct, some examples of expressly prohibited conduct include:

- Promising, directly or indirectly, a Team Member a reward if the Team Member complies with a sexually oriented request.
- Threatening, directly or indirectly, to retaliate against a Team Member if the Team Member refuses to comply with a sexually oriented request.
- Denying, directly or indirectly, a Team Member an employment-related opportunity if the Team Member refuses to comply with a sexually oriented request.

- Engaging in sexually suggestive physical contact or touching another Team Member in an unwelcome way.
- Displaying, storing, or transmitting pornographic or sexually oriented materials using our equipment or facilities; Engaging in indecent exposure; or making sexual or romantic advances toward a Team Member or persisting despite the Team Member's rejection of the advances.

Sexual harassment can be physical and/or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment even if one of the incidents on its own would not be harassing.

Everyone is prohibited from harassing others, whether the incidents of harassment occur on our premises and whether the incidents occur during working hours.

Anyone who believes they have been the subject of sexual harassment or has knowledge of an alleged act must report the alleged act immediately. A prompt investigation of the circumstances will be made with reasonable efforts taken to keep the investigation confidential.

Additionally, consensual sexual or romantic relationships between Team Members are deemed unwise and are strongly discouraged; and, particularly if one Team Member has supervisory authority over the other Team Member.

Voluntary romantic or sexual relationships must be disclosed to HR immediately by those directly involved in order for HR to ensure the relationship is truly voluntary and does not impact the work environment for anyone. Failure to properly notify HR will result in disciplinary action, up to and including termination of employment.

#### **Reporting Discrimination or Harassment:**

**Employees should report any alleged harassment (sexual or any other basis) by emailing [HR@whitewatercw.com](mailto:HR@whitewatercw.com) or calling the HR helpline at 844-399-6910.**

All inquiries, complaints, and investigations are treated confidentially. Information is revealed strictly on a need-to-know basis. Information contained in a formal complaint usually is disclosed to the respondent and witnesses.

#### **Retaliation**

Retaliation is any adverse employment action taken against someone by another Team Member or by WhiteWater because they reported unlawful discrimination or harassment, they filed, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing conducted by us or a federal or state enforcement agency regarding unlawful discrimination or harassment.

We forbid retaliation. If you believe you have been retaliated against in the terms or conditions of your employment for reporting discrimination or harassment, or otherwise participating in any such matter, you must immediately report it. Any report of retaliatory conduct will be immediately, objectively, and thoroughly investigated. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination, will be taken. Employees should report any alleged retaliation by emailing HR@whitewatercw.com or calling the HR helpline at 844-399-6910

### **Immigration Law**

Federal and state governments have enacted various laws to enforce the immigration laws of this country. We are committed to full compliance with these laws and do not discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new Team Member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility within three days of his or her starting date. Former Team Members who are rehired must also complete the form if (1) they have not completed an I-9 form with the Company within the past three years; or (2) their previous I-9 is no longer retained or valid. A Team Member whose immigration status changes is required to update and/or complete a new I-9 form. For example, if a Team Member on an H-1B leaves the country and upon re-entry receives a new I-94; then this is considered a change in immigration status.

The company participates in the E-Verify program.

### **Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) helps to ensure equal opportunity in employment for qualified persons with disabilities. All company employment practices and activities are conducted on a nondiscriminatory basis. We are committed to complying fully with the ADA.

In accordance with the law, WhiteWater will endeavor in good faith to identify and exhaust the reasonable accommodation process with qualified disabled Team Members. All employment decisions are based on the unique circumstances of the particular situation at issue.

### **Equal Pay Compliance Policy**

As previously explained, WhiteWater is an equal opportunity employer. We are committed to providing equal pay for equal work in compliance with all applicable federal, state and local laws. We prohibit any pay decision based on gender or any other unlawful basis.

WhiteWater gathers information from a variety of sources, including the U.S. Department of Labor Bureau of Labor Statistics as well as industry related wage, salary, and benefits surveys to help determine appropriate and necessary levels of compensation and benefits.

WhiteWater respects privacy concerns and is committed to complying with applicable data privacy regulations and does not disclose confidential pay information. In addition, we do not require applicants to provide current or prior compensation as part of our recruiting process.

WhiteWater does not restrict employees to certain job classifications based on gender or any other protected basis recognized by applicable laws. Further, WhiteWater does not make any hiring, retention, or promotion decision on the basis of gender or any other legally protected basis.

Pay disparity among employees performing the same or substantially similar work may be based on the following non-discriminatory factors: a seniority system, a merit system, a system measuring earnings by quantity or quality of production, or factors other than gender or other protected status. With that in mind, employees who have concerns or complaints regarding their pay should contact HR to request an investigation. The employee will be asked to specify in writing the circumstances of their pay concerns. HR will perform an investigation of the employee's complaints. If the investigation identifies an improper pay disparity, the resolution of the situation will be documented and placed with the employee's pay records. Any improper disparity found will be corrected in conformity with all applicable laws.

# General Employment Information

## Updating Records

You are responsible for updating personal information via approved communicated procedures. If you move and don't tell us, how are we supposed to get in touch with you for something important – like tax documents?? Any changes to your address, telephone number, your individual emergency contact number, or emergency contacts should be updated promptly. If you have any questions about the update process, please get in touch with management or reach out to the HR department at [HR@whitewatercw.com](mailto:HR@whitewatercw.com).

If you leave the company for any reason, you are responsible for updating us with any address change to assure proper receipt of tax forms and other information regarding benefits or legally required notices. Former Team Members requesting a change must advise us in writing via email at [HR@whitewatercw.com](mailto:HR@whitewatercw.com).

## Employment Applications

The company relies on the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment.

Any misrepresentations, falsifications, or material omissions in any of this information may result in the company's exclusion of the individual from further consideration for employment or, if the individual has been hired, termination of employment

## Corrective Action

Everyone working here is an adult, and we treat each other like adults. If you aren't carrying your weight (due to poor performance or not showing up where expected to be, etc.), we're committed to having a conversation about it.

We generally try to document every disciplinary conversation. However, that means we do not necessarily follow a "progressive" discipline process – where a first offense has a verbal warning, a second offense may be documented as a written warning, and a third/final offense leads to either probation or termination. Managers take the full scope of the situation, your prior issues (if-any), and the needs of the business into consideration when making termination decisions. Thus, if warranted, steps can be skipped, you can be immediately terminated or given several opportunities to correct the course.

## Clocking In/Out

All Team Members are expected to clock in for the day once you have arrived at your site in the morning. You are expected to clock out and back in for any break you may take as well as any time you leave the building for 30 minutes or longer. You must then clock out after you have completed your shift for the day. It is against company policy to clock in another

employee or have another employee clock you in. Failure to abide by this policy will result in disciplinary action, up to and including termination of employment.

## Outside Employment

We expect our team to devote their full attention and effort to their position with WhiteWater. However, some Team Members may want to work at another job. This is acceptable if it does not interfere with work, represent a conflict of interest, or require the use of our resources, including supplies, phones, people, or information. Keep in mind that if the department needs overtime, you will be asked and expected to work your share.

We caution you to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel or refusal to work overtime or different hours. If we determine that your outside work interferes with performance, you may be asked to terminate the outside employment.

## Employee Remote Work Policy

Our Remote Work Policy dictates the principles and directives governing the remote work practices of our organization. This framework is designed to optimize mutual benefits for both our team members and the organization as a whole. We extend the privilege to our team members to engage in remote work, either on a full-time or partial basis, during their customary workweek.

While remote work is generally a viable mode of employment, it is imperative that employees take measures to ensure that their designated workspace is conducive to the secure and efficient execution of their job responsibilities. WhiteWater Express mandates that every employee's remote workspace adheres to the following stipulated requirements:

- **Supervisor Approval:** All remote work arrangements must receive prior approval from the respective supervisor.
- **Reliable Internet Connection:** Remote workers are expected to maintain a dependable internet connection to ensure uninterrupted communication and productivity.
- **Essential Office Equipment:** Employees are required to possess essential office equipment, including but not limited to a functioning phone with voicemail and a computer with access to all necessary company software.
- **Distraction-Free Workspace:** A quiet and distraction-free workspace should be chosen to facilitate focused work.
- **Availability and Communication:** Remote team members are anticipated to be available and communicative during scheduled work hours. Their responsibilities are equivalent to those of in-office employees, necessitating prompt responses to voicemail, email, and other forms of communication.
- **Synchronization with Team:** To effectively fulfill job duties, remote employees must coordinate their schedules to overlap with those of their team members as required.

- **Safety Compliance:** Remote workers are obligated to adhere to reasonable safety standards. Their work areas should generally be devoid of immediate safety hazards to themselves or company equipment.
- **Policy Adherence:** Remote team members must adhere to all company policies, mirroring the expectations set for their in-office colleagues. This encompasses policies related to social media usage, internet usage, time and attendance, dress code, data protection, confidentiality, and other employee requirements.
- **Professional Conduct:** Employees are expected not to engage in personal business during agreed-upon work hours. Remote work is not a substitute for childcare or dependent care.
- **Prohibition of Substance Use:** Consumption of drugs or alcohol during working hours is strictly prohibited.
- **Discontinuation of Remote Work:** Remote work arrangements can be terminated at any time, at the discretion of either the employee or the supervisor.

WhiteWater Express shall not assume responsibility for expenses incurred during the establishment of an employee's home office, encompassing costs related to remodeling, furniture procurement, or lighting enhancements. Additionally, the company will not be liable for any repairs or modifications required within the home office space. Any equipment supplied by WhiteWater Express is to be used for business purposes only. Employees are required to sign an inventory documenting all Company-owned assets and commit to safeguarding these items against potential damage or theft. In the event of employment termination, it is expected that all Company property will be promptly returned, unless alternative arrangements have been duly established. In alignment with the Company's stringent standards for safeguarding information assets among office-based employees, it is imperative that remote employees similarly prioritize the protection of proprietary Company, employee, and customer information that may be accessible from their remote workspaces.

## Employment Categories

It is the intent of the company to clarify the definitions of employment classifications so that Team Members understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specific period.

Each Team Member is designated as either exempt or nonexempt from federal and state wage and hour laws.

- Exempt — Team Members whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements
- Nonexempt — Team Members whose positions do not meet FLSA exemption tests and who are paid one-half (1 ½) times their regular rate of pay for hours actually



worked in excess of forty (40) hours per work week. Paid time off is not considered hours worked for overtime purposes.

All newly hired Team Members are on a ninety (90) day probationary period. However, during one's probationary period, the at-will relationship at all times remains in place.

In addition to the exempt or nonexempt category, each Team Member will belong to one of the following employment categories:

- Regular full-time salaried
- Regular full-time hourly
- Regular part-time hourly

### **Regular Full-Time Salaried**

Regular full-time salaried Team Members are:

- Not in a temporary or probationary status
- Regularly scheduled to work WhiteWater's full-time schedule
- Eligible for the company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

### **Regular Full-Time Hourly**

Regular full-time hourly Team Members are:

- Team Members are scheduled to work thirty (30) hours per work week.
- Considered nonexempt; therefore, any time worked beyond forty (40) hours per week would be paid at the standard overtime rate.
- Eligible for the company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

### **Regular Part-Time Hourly**

Regular part-time hourly Team Members are:

- Team Members scheduled to work less than thirty (30) hours per work week.
- Part-time Team Members are not eligible for company benefits.

## **Separation of Employment**

Both you and WhiteWater are free to terminate the employment relationship at their discretion at any time with or without cause and with or without notice. This is because all Team Members are considered Team Members "at-will."

## **Rehire Policy**

WhiteWater reserves the right to assess rehire eligibility based on an individual's prior work performance and the manner in which they concluded their previous employment. Inquiries pertaining to rehire eligibility should be directed to the Human Resources department at [hr@whitewatercw.com](mailto:hr@whitewatercw.com). Please reference the rehire eligibility guidelines below;

- Eligible for Rehire: WhiteWater Express adheres to a policy whereby former employees who voluntarily departed from their employment in good standing, with a minimum notice period of two weeks when applicable (in instances where an employee is incapacitated and unable to provide a two weeks notice, their disciplinary record will be subject to review for determination), are eligible for consideration regarding rehiring.
- Ineligible for Rehire: Former employees who possessed a work record that was less than satisfactory will not be considered for rehire. Additionally, individuals who were either terminated from their employment or resigned without adhering to the stipulated two weeks notice will not be considered for rehire.

\* Please note: Prior PTO balances do not carry over upon rehire.

### **Return of Company Property**

If you are separating from the company, you must return all company property at the time of separation. Failure to return items may result in deductions from your final paycheck. Any outstanding expense balances due to WhiteWater will be expected to be paid at the time of separation. In addition, your final paycheck will be paid via the normal payroll process per your information on file or as otherwise required by applicable state or local law.

### **Final Paycheck**

When a Team Member is terminated, payment of final wages will be made in compliance with state law or any additional local jurisdiction.

# Compensation

## Pay Days

The fixed 7-day "workweek" for WhiteWater is the period beginning at 12:00 a.m., Thursday, and ending at 11:59 p.m., Wednesday. The workday (a consecutive 24-hour period) begins at 12:01 a.m. and ends at midnight.

All Team Members are paid on a bi-weekly basis on Thursdays. Paychecks are issued on Wednesdays. Paychecks are issued by direct deposit or pay card. Live checks are only allowed if required by state law or any additional local jurisdiction.

## Team Member Wash Privilege

All Team Members may be allowed one (1) Team Member wash (Top Wash) per week. This Team Member wash is at the Team Member's risk, and the company will not be held responsible for any damages that may occur. You must ask your manager for approval prior to running your car through the tunnel.

This FREE TEAM MEMBER WASH is for the Team Member's vehicle only. You are not allowed to 'assign or give' your wash privilege to anyone other than yourself, unless approved by your manager.

## Team Member Training

From time to time, WhiteWater may require the attendance of certain of its Team Members at certified training sessions and continuing education seminars or conferences outside the workplace. Prior approval for scheduling and reimbursement must be secured from the Team Member's supervisor as far in advance as possible.

If travel expenses are incurred, the Team Member must submit an expense report accompanied by receipts to receive reimbursement.

Important! Any Team Member who schedules training but does not attend will be responsible for the cost of the training.

## Pay Deductions

State and Federal laws require that we make certain deductions from your paychecks. Among these are applicable federal, state, and local income taxes. We also must deduct social security taxes up to a specified limit that is called the Social Security wage base.

We also offer programs and benefits beyond those required by law. Eligible Team Members may voluntarily authorize deductions from their pay to cover the costs of participating in these programs.

## **Pay Corrections & Internal Reporting Procedure**

WhiteWater takes all reasonable steps to ensure that Team Members receive the correct pay each payday. However, in the unlikely event of an error – it is your responsibility to inform a supervisor immediately so that a correction can be made. Corrections generally occur on the next paycheck.

Additionally, every precaution is taken to ensure that employees are paid correctly. Employees should use the following complaint procedure for any discrepancy in their compensation, including but not limited to: deductions from wages, improperly reduced salary (exempt employees), working through unpaid meal breaks or any “off the clock” work time, being compelled to travel without receiving proper compensation (nonexempt employees), expense reimbursements, and any other compensation or wage issue, and shall contact Human Resources or his or her immediate supervisor to request an investigation. The request should be reduced to writing by the employee for recordkeeping purposes.

WhiteWater will review applicable time and pay records and may interview the supervisor or manager, as well as the payroll representatives handling the employee’s pay or hours worked, to determine if the allegation is correct.

If the employee’s allegations are true, we will reimburse the employee as promptly as possible (but in no case longer than two pay periods from the identification of the problem).

As warranted, the individual(s) responsible for the error will be investigated further to determine if this was an isolated incident or a pattern of conduct that requires further action on the part of the Company. If warranted, the responsible person(s) will be held accountable for the error(s) made consistent with the WhiteWater’s disciplinary policy.

The resolution of the situation will be documented (including confirmation on the part of the employee that the situation has been resolved) and placed with the employee’s pay records. Following the identification of such a problem, WhiteWater will establish a practice to regularly audit employee time, meal, and rest records to ensure no further issues arise.

## **Wage Garnishments**

A garnishment is a court-ordered legal claim against your wages made by a creditor for non-payment of debt. WhiteWater complies with all applicable laws and will make only required or authorized deductions from employees wages. This policy applies to all employees.

### **Procedures**

The following deductions, if applicable, will be made from employees gross wage payments:

- Deductions to pay the employee portion of local, state and federal taxes.
- Deductions are required under a wage garnishment order.

- Other deductions authorized in writing by the employee, including deductions to over insurance premiums or payments for other employee benefits.

All deductions will be itemized on employee's paycheck stubs. Employees with questions regarding any deductions taken from their paychecks should immediately contact the Human Resources department at [hr@whitewatercw.com](mailto:hr@whitewatercw.com) or 844-399-6910.

# Benefits

## Health and Welfare Benefits

Our benefit plans allow eligible Team Members to elect certain benefits to meet their needs. We are committed to offering Team Members and their families a comprehensive array of benefit choices that give the flexibility to tailor benefits to specific needs. We periodically review the program to ensure that it is competitive and reserve the right to make any changes to the plans. For more information regarding benefit programs, please refer to the Summary Plan Descriptions for the various plans offered or contact management.

In the event of any contradiction between the information appearing in this handbook and the information appearing in these master contracts or master plan documents, the master contracts and documents shall govern in all cases.

## Health Insurance

All regular full-time Team Members and their dependents are eligible for health insurance. Benefits commence on the first day of the month following sixty (60) days of continuous employment.

As health insurance costs to WhiteWater may increase, the company reserves the right to change the cost to Team Members provided that at least thirty (30) days advance notice is given prior to any change.

If a Team Member resigns or is terminated, health insurance coverage will end the last day of the month of your most recent premium payment.

NOTE: For further details regarding medical insurance coverage, consult the Summary Plan Description booklet or contact the **HR department at [HR@whitewatercw.com](mailto:HR@whitewatercw.com) or calling the helpline at 844-399-6910.**

## Eligibility

Who is eligible? All full-time employees who work a minimum of 30 hours per week and their family members are eligible to enroll in the benefits described in this guide. Family members include legal spouses, domestic partners, and children up to age 26 (disabled dependents can continue beyond age 26).

### When are you Eligible?

- **Full-Time Employees:** Benefits are effective the 1st of the month following 30 days of full-time employment.
- **Variable Hour Employees:** Benefits are effective the 1st of the month following 6 months of full-time employment. Any changes made following the stability period will be effective the 1st of the month following 6 months.

You may make changes to your benefit elections during your open enrollment period in January for an effective date of February 1.

**Qualified Change in Status:**

You may make benefit changes within 30 days of a qualified event. Qualified events include marriage, divorce, legal separation, birth or adoption of a child, change in child's dependent status, death, and change in residence due to an employment transfer for you or your spouse or changes in spouse's benefits, or employment status. YOU are responsible for notifying HR of any changes within 30 days.

**Look-Back Measurement Method:**

Under the look-back method, hours of service are tracked over a period of time from 3 to 12 months (called the measurement period) to determine whether the employee will be considered a Full-time employee (average of 30 hours of service per week or 130 hour per month) for the subsequent period (called the stability period); which can be between 6 and 12 months but cannot be shorter than the measurement period. Once in a stability period, an employee cannot be dropped from coverage even if their hours are reduced except during the open enrollment period.

The look-back measurement method can be used to determine the full-time status of all employees except newly hired non-seasonal employees who are expected to work an average of 30 hours of service per week or an average of 130 hours per month.

For ongoing employees, the standard measurement period begins on a fixed date each year.

**Benefits Continuation (COBRA)**

When coverage under group health insurance ends for you or a dependent, you may be able to continue coverage for 18–36 months. The length of continuation depends on the reason coverage ended. To continue coverage, you must pay the full cost of coverage, plus a 2% administrative fee, as allowed by law, for a total cost of 102% of the full premium cost. The continuation of coverage is allowed under the consolidated Omnibus Budget Reconciliation Act (COBRA) and is often referred to as COBRA continuation. Allowable reasons for COBRA continuation are:

1. Your employment ends voluntarily or involuntarily for any reason other than gross misconduct; or
2. Your hours of employment are reduced below the amount required to be a regular full-time Team Member, making you ineligible for the plan.

However, if you, your spouse, or any eligible children are disabled at the time your employment ends or your hours are reduced, coverage may be extended for an additional eleven (11) months, for a total continuation of twenty-nine (29) months. To qualify for the extension, the disabled person must have a disability that makes him or her eligible for Social Security Benefits. During the 11-month extension, the cost of coverage would be 150% of the original continuation cost.

Continuation for your spouse and eligible children can continue for up to 36 months if they lose coverage because:

1. You die while covered by the plan.
2. You become legally separated or divorced while covered under the plan.
3. Your dependent child no longer meets the eligibility requirements for the coverage under the plan- For Example: the child reached age 23, marries, begins working full-time, or no longer depends primarily on you for support.
4. You become entitled to Medicare coverage, but your covered spouse and dependents are not eligible for Medicare.

Each eligible Team Member is provided with a written notice describing rights granted under COBRA when the Team Member becomes eligible for coverage under the group health insurance plan. This notice contains valuable information about the Team Member's rights and obligations.

If coverage ends because of your termination or a reduction in your work hours, the HR manager will notify you of your right to continue coverage. The notice will include instructions for continuing coverage. If you are disabled and want the 11-month extension you must notify the HR manager within 60 days after the latest of the following dates:

1. The date you receive your Social Security disability determination; or
2. The date your employment ends.

Once you (or a dependent) receive the notice of your right to continue coverage, you then have 60 days to elect continuation by notifying the HR Manager. If you do not make an election within this 60-day time frame, all rights to coverage continuation will cease.

The company must receive your initial premium within 45 days after you elect continued coverage. Thereafter, the company must receive your premiums by the fifth of each month.

**Coverage automatically will end:**

1. When you or a dependent reaches the maximum period for continuation.
2. If you or a dependent does not pay the premiums.
3. If the company stops providing health benefits.
4. When a person receiving continued coverage becomes covered under another group plan or becomes entitled to Medicare; However, if the new group plan limits yours or a dependent's coverage because of a pre-existing condition clause, COBRA continuation will not end automatically until pre-existing condition requirements are satisfied, or COBRA coverage expires.



# Workplace Expectations

## Attendance

You are critical to WhiteWater and its success. When you are late for work or not at work, it places an unfair burden on your fellow Team Members and reduces productivity, customer satisfaction, and team morale. On occasion, illness or other important reasons may prevent you from attending work or cause you to be late for work. In most circumstances, you should notify management before the beginning of each workday of your absence unless you have been granted a Leave of Absence. Failure to do so can affect our operations and result in disciplinary action. When providing notification, you are expected to give the estimated length of absence.

## Absenteeism

For purposes of this policy, absences do not include:

- Approved time off
- Other authorized Leaves of Absence (including legally mandated time off)

However, absences are considered unauthorized if the Team Member has not followed proper notification procedures or the absence has not been pre arranged and properly approved. In other words, failure to follow notification procedures can result in disciplinary action up to and including employment termination. Exceptions may be made when a Team Member cannot make the proper notification due to incapacitation from an illness or injury or other extenuating circumstances, but a minimum of 2-hours' notice prior to the start of any assigned shift is required.

Unexcused absences or violation of our attendance expectations can result in disciplinary action up to and including termination.

A doctor's note or other verification of your absence from work may be required to return to work without disciplinary action.

Notifications to your supervisor via text message, email, voicemail, or a co-worker are not acceptable. You MUST speak to your supervisor.

## Expenses

All reasonable expenses must be approved in advance of incurring the expense by management. To be refunded, a receipt and proof of payment must be provided along with a submission of an expense report. Any expense submitted that is more than 30 days old may not be reimbursed.

## Smoking

In keeping with our intent to provide a safe and healthy work environment, tobacco, in any form, is not permitted in any company space. This includes all areas within our buildings,

including the car wash tunnel, parking lot, equipment rooms, and perimeter of the property. This policy applies to all Team Members, clients, and visitors.

The term smoking shall refer to the use of all forms of tobacco, including cigarettes, e-cigarettes, cigars, pipes, and chewing tobacco.

### **Team Member Conduct**

This policy intends to encourage a friendly work environment of respect and professionalism. When in doubt – Be Kind! We prohibit Team Members from intentionally harming or threatening to harm other Team Members, clients, vendors, or property belonging to any of these parties. You have the right to conduct your work without disorderly or undue interference from others. We prohibit Team Members from violating this right of your co-workers. This prohibition includes but is not limited to intentional acts such as:

- Physically harming others
- Verbally abusing others
- Using intimidation tactics and making threats
- Sabotaging another's work
- Using foul or offensive language in the presence of others
- Stalking others
- Making false statements about others
- Publicly disclosing another's private information

WhiteWater has established general guidelines to govern the conduct of our Team Members. No list of rules can include all instances of conduct resulting in discipline, and the examples listed do not replace sound judgment or common-sense behavior. Different violations may be handled differently depending on their severity and the circumstances involved. Therefore, we reserve the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to demotion, oral and written warning, suspension with or without pay, and terminate at our sole discretion.

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

### **Social Media Guidelines**

Social Media has become one of the most significant forms of communication and exchange out there today. We encourage our team to promote and evangelize the company and our mission to the world. We also recognize that social media is a great way to share your life and opinions with family, friends, and coworkers.

However, when using social media, remember what you write and exchange shapes what others think about you, and can also shape what they think about your employer, our product, employees, and clients.

Because of that, our logo may not be used without explicit permission in writing from the Company. This is to prevent the appearance that you speak for or represent WhiteWater officially.

If you have any question about whether something you wish to post is appropriate, speak with human resources before releasing information that could potentially harm our company.

### **Your Legal Liability**

We believe in open communication with all employees. Open communication keeps employees engaged and aligned with our business goals. However, information shared within our company is not necessarily fit for external consumption. If you share private company information publicly, you may be damaging our business or our clients. This could lead to disciplinary action if warranted.

Additionally, you should recognize that you are legally liable for anything you write or present online. Employees can be disciplined for commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment. You can also be sued by WhiteWater employees, competitors, and/or any individual that views your commentary, content, or images as defamatory, pornographic, proprietary, harassing, libelous or creating a hostile work environment.

While we fully support freedom of speech and expression, you can be held responsible for what you post online if it hurts the company, our team members, our clients, or others generally. It is best to remember to be respectful in your social media presence.

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

### **Dress and Appearance Standards**

All Team Members are expected to wear appropriate attire for the workplace based on their area of work and dress requirements as outlined for each specific area below. Appropriate attire includes displaying a professional image and appearance while at work.

### Dress Code – All Team Members

- Clean shaven. All facial hair may not be longer than 1 inch in length and must be neatly groomed.
- Hair – should be clean and neat.
- Clothing – should fit properly, be neat, and clean. Shirts must be tucked in.
- Tattoos must always be covered up while on the property or on the clock at WhiteWater.
- No visible body piercing jewelry allowed (nose, lip, tongue, eyebrow, ear etc.)
- Jewelry– No excessive or dangling jewelry will be allowed.
- No buttons or public messaging of any kind is allowed to be displayed.

Uniform Policy will be enforced and regulated by management.

If you have further questions, please refer to the WhiteWater Dress Code Policy, which can be obtained by contacting HR at [HR@whitewatercw.com](mailto:HR@whitewatercw.com)

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

### **Recording of Conversations**

Recording conversations is strictly forbidden. Unauthorized electronic surveillance of employees is disruptive to employee morale and inconsistent with the respectful treatment required of our employees. For this reason, no employee may record the conversation of another employee or customer.

Secret recordings are strictly prohibited. A violation of this provision may result in disciplinary action, including termination.

### **Use of E-Mail and Internet**

WhiteWater uses E-Mail to communicate and conduct business. Company EMail addresses are only provided to designated staff during their employment.

The WhiteWater domain name ([whitewatercw.com](http://whitewatercw.com)) appears on all EMail communications. Team Members should represent themselves accordingly when using company email, respecting the company's image.

Authorized internet use while on company time is only to conduct company business. Internet use brings the possibility of breaches to the security of confidential Company information. Internet use also creates the possibility of contamination to our system via

viruses or spyware. Spyware allows unauthorized people, outside the company, potential access to company passwords and other confidential information.

Removing such programs from the company network requires staff to invest time and attention that is better devoted to progress. For this reason, and to assure the use of work time appropriately for work, we ask Team Members to limit Internet use.

Additionally, under no circumstances are company computers or other electronic equipment be used to obtain, view, or reach any pornographic site, any social networking site or otherwise immoral, unethical, or non-business-related internet sites. Doing so can lead to disciplinary action up to and including termination of employment.

**NOTE: Any Team Member found using the Internet inappropriately will be responsible for any IT / Tech cost incurred to repair computers.**

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

### **Guidelines for Appropriate Conduct / Misconduct**

The Company expects all employees to conduct themselves in a professional manner, reflecting positively on the Company, the staff, and customers.

It would be impossible to write rules to cover every situation. The Company believes the following rules are reasonable and necessary for the proper conduct of any business. Generally, conduct that is unethical or illegal will not be tolerated. The following are examples of some, but not all, types of misconduct which may lead to disciplinary action up to, and including termination:

1. Falsifying, destroying, or manipulating any timekeeping record or device;
2. Theft or inappropriate removal from the Company premises or unauthorized possession of Company property, or theft of property from coworkers or customers of the Company;
3. Falsifying employment eligibility or other employment on Company records, or otherwise obtaining employment based on false or misleading information, or falsifying information or making material omissions in any documents or records;
4. Destruction or damage of Company property or supplies, and excessive, unnecessary, or unauthorized use of Company supplies, particularly for personal purposes;
5. Bringing or possessing firearms, other weapons, or any other hazardous or dangerous devices on Company property or while on Company business;

6. Excessive absenteeism or tardiness, including unauthorized absences from workstations during the day;
7. Violations of the Company's Drug and Alcohol policy;
8. Fighting, provoking a fight on the Company's time or the Company's property, or using abusive or threatening language or gestures;
9. Insubordination (i.e., failure to follow reasonable work-related instructions);
10. Non-compliance or disregard of any established safety rule or security regulation;
11. Creating or contributing to a hostile or offensive work environment, or threatening or harassing any co-worker or person;
12. Any other action that endangers others or property;
13. Violations of productivity, quality, safety, or behavior standards;
14. Flagrant or repeated violation of the Company's rules and regulations;
15. Dishonesty;
16. Damaging or defacing property, including putting graffiti on property or supplies;
17. Defective workmanship or causing unnecessary waste;
18. Sleeping on the job;
19. Soliciting or accepting gratuities or gifts from vendors, customers, or clients;
20. Failing to maintain the confidentiality of Company, customer, or client information; and
21. Misuse of Company electronic equipment, e-mail and/or the Internet;
22. Violation of the Company's reasonable employment policies, including but not limited to those policies prohibiting discrimination, harassment, and sexual harassment of coworkers, vendors, customers, and other guests.

The above are only examples of common-sense rules which experience has shown to be both necessary and most effective in maintaining sound working relationships and will help to ensure that the workplace remains a safe and desirable place to work. They are only typical of conduct that can result in disciplinary action ranging from verbal warning to termination and are not to be construed as limiting or restricting disciplinary action to only the specific conduct listed. The Company will impose the level of disciplinary action it believes appropriate under the circumstances, up to and including termination. To be clear, the Company does not provide any guarantee of progressive discipline.

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

# Workplace Safety and Security

## Drug and Alcohol Policy

To maintain a safe and pleasant working environment, we strongly advocate and are committed to maintaining a no-alcohol, no-drugs policy. Violation of this policy may lead to discipline, up to and including termination. No one is permitted to consume, possess, sell, transfer, or purchase alcohol, illegal drugs, narcotics, or controlled substances (including but not limited to marijuana), while on the job or on any company property. Involvement in such activities constitutes grounds for disciplinary action, up to and including termination.

Any prohibited substances found will also be turned over to the appropriate law enforcement agencies and may result in criminal prosecution in addition to any disciplinary actions imposed through us. Acceptable uses of drugs include non-performance affecting "over-the-counter" medications and those substances that a licensed physician has prescribed. Anyone who is under prescribed medication but whose ability to safely and/or effectively carry out their responsibilities may be in any way impaired by its side effects must report its use to HR immediately.

We reserve the right to require Team Members to take a drug or alcohol screening test when we have a reasonable suspicion to believe that you are under the influence of drugs or alcohol or immediately following an accident or injury while working and where such accident or injury may have been caused in whole or in any reasonable part to being under the influence of drugs or alcohol. "Reasonable suspicion" includes a suspicion based on specific personal observations such as your manner, disposition, muscular movement, appearance, behavior, speech, or breath odor; information provided to management by a Team Member, by law enforcement officials, by a security service, or by other persons believed to be reliable; or a suspicion that is based on other surrounding circumstances.

For purposes of this policy, under the influence of alcohol shall be deemed as having a blood alcohol concentration of .02 or higher. Under the influence of drugs shall be deemed as testing positive for the presence of the drug following the detection of reasonable suspicion or following an accident or injury as explained above.

We also reserve the right to inspect personal property that might conceal alcohol, illegal drugs, or other inappropriate materials, based on a reasonable suspicion that such inappropriate items are present. You should have no expectation of privacy in these areas. Anyone who refuses to submit to the drug or alcohol tests, or searches described above will be subject to discipline, up to and including immediate termination. The results of any drug and alcohol tests are considered medical records and are kept strictly confidential. The distribution of such test results is limited to personnel who have a legitimate need to know.

We will not tolerate any Team Member who reports for duty while impaired by or under the influence of alcoholic beverages or drugs. Everyone has a duty to report any evidence of

alcohol or drug abuse to us immediately. Failure to report, especially in cases where the illegal substance poses an immediate threat to that individual, his or her coworkers, or the public, may result in disciplinary action for the non-reporting Team Member.

## **Workplace Injuries**

All accidents and/or injuries that occur on company property, regardless of how minor, need to be reported to your supervisor immediately. This is for your protection in the event medical attention is necessary or in the event of some future complication caused by the incident.

## **Equipment Usage**

Our equipment is expensive and may be difficult to replace. When using WhiteWater equipment, tools, and vehicles (hereinafter collectively referred to as "equipment"), Team Members are to:

- exercise care.
- perform the required maintenance.
- follow all operation instructions, safety standards, and guidelines.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment may result in disciplinary action, up to and including termination.

You are to notify your supervisor if any equipment appears to be damaged, defective, or in need of repair. This could prevent deterioration of the equipment and possible injury to others.

NOTE: Your supervisor can answer any questions about your responsibility for the maintenance and care of equipment used on the job.

Company-owned equipment may not be used for personal use during or after business hours without the prior approval of your supervisor.

## **Weapons in the Workplace**

This policy applies to all WhiteWater Team Members, contract and temporary, and customers regardless of whether they are licensed to carry a concealed weapon. Everyone is prohibited from carrying a weapon while in the course and scope of performing their job for WhiteWater at any location, whether you are licensed to carry a handgun or not. You may not carry a weapon while performing any task on our behalf. This policy also prohibits weapons at sponsored functions such as parties. Prohibited weapons include any weapon or explosive restricted under local, state, or federal regulation. This consists of all firearms, knives, or other weapons covered by the law.

Failure to abide by all terms and conditions of the policy described above may result in discipline up to and including termination.



## Phones

Due to the risk of injury caused by inattention on the job, personal phone calls and texts may not be checked or returned during work hours. You may use your personal phone during breaks or lunchtime, if you have time. Cell phones **MUST** always be kept out of sight.

When interacting with WhiteWater customers it is extremely important that they receive our undivided attention. It is just as important that their vehicles received the same attention.

- Cell phones are not to be used or checked in the lobby, car wash tunnel/prep area or the vacuum area.
- Cell phones must be on silent or vibrate and if it vibrates while with a customer, the Team Member must go in the break room or in the back where they are not visible to our customers to respond to any calls.
- Team Members are not to check the phone while with a customer to see who called or sent a message.
- Customers should **never** see a cell phone or a Team Member on a cell phone while at our facility. This is not an option.

## Solicitation and Distribution

This policy prohibits individuals from handing out pamphlets, brochures, or trying to get others to sign up for anything while you are working and while you are on WhiteWater property.

To ensure efficient operation of our business and to prevent potentially dangerous disruption to Team Members, we have established control of solicitations and distribution of literature on our property. We have enacted rules applicable to all Team Members governing solicitation, distribution of written material, and entry onto the premises and work areas. Any Team Member who is in doubt concerning the application of these rules should consult with the Human Resources Manager.

No person shall solicit or promote support for any cause or organization during the working time of the Team Members at whom such activity is directed.

Under no circumstances will non-Team Members be permitted to solicit or to distribute written material for any purpose on WhiteWater property.

Nothing contained in this policy prevents or prohibits employees from exercising their rights to engage in protected activity recognized by law, including discussion of workplace terms or conditions of employment or otherwise engaging in concerted protected activities.

## Visitors

Family members and friends may visit a Team Member in the workplace, but not in the car wash tunnel, equipment or electrical room and only with management permission. Family members and friends are allowed to be present while transporting an Team Member to or from work

# Time Off and Leaves of Absences

## Paid Time Off (PTO)

Recognizing the importance of vacation time for rest, recreation, sick time and other personal activities. As part of your employee benefits, WhiteWater offers PTO for all Team Members that work 60 plus hours per pay period, and distributes PTO based on the length of service.

If a Team Member works less than 60 hours in a pay period, they will not accrue vacation for that time period. Team Members will begin accruing PTO on day one, with accrued hours eligible to be used after 90 days of employment. PTO hours are earned based upon the number of hours worked in a pay period. You will not earn PTO hours on any overtime hours. Below is the breakdown of PTO hours by years of service:

Years	Vacation Hrs. Per Hour	Vacation Hrs. at 80	Vacation per Year
0 to 4 Years	.0375 per hour	3 Hours	80
5 + Years	.05 per hour	4 Hours	120

Employees cannot accrue PTO beyond their maximum tenure-based limit. Any excess PTO earned past the maximum tenure-based limit will be forfeited.

Up to 80 hours of unused PTO can be carried over into the next calendar year, regardless of tenure.

## PTO Scheduling

PTO is taken in 8-hour increments. All PTO must be scheduled 30 days in advance (PTO request must be completed). The General Manager or Area Director must approve the completed request. Due to the high-volume demand of our business, vacation time cannot be taken during vacation blackout periods, those apply one week before or after a closed holiday.

## PTO at Termination

WhiteWater does not pay out accrued but unused PTO at termination of employment, unless required by state or local laws.

## Company Holidays

WhiteWater is closed on the following holidays to allow Team Members to spend time with their families. However, Team Members do not receive holiday pay.

- New Year's Day
- Easter Sunday
- Independence Day
- Thanksgiving Day

- Christmas Day

Exempt Team Members – after 90 days of employment are eligible for an extra day off during a closed holiday.

Non-Exempt Field Team Members – have the option to use available PTO hours during a closed holiday.

## **Military Leave**

We are committed to protecting the job rights of Team Members absent from work due to service in the uniformed services of the United States. In accordance with federal, and state, and commonwealth law, our policy is that no Team Member or prospective Team Member will be subjected to any form of discrimination based on that person's membership in or obligation to perform service for any such uniformed services. Expressly, no person will be denied employment, reemployment, promotion, or other employment benefits based on such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or company policy. If anyone believes that they have been subjected to discrimination in violation of company policy, you must immediately notify management or ownership.

Team Members taking part in various military duties are eligible for benefits under this policy. Such military duties include, but are not limited to, leaves of absence taken by members of the uniformed services, including Reservists and National Guard members, for training, periods of active military service and funeral honors duty, as well as time spent being examined to determine fitness to perform such service.

Team Members requesting leave for military duty should contact management to request leave as soon as they are aware of the need for leave.

## **Jury Duty**

We comply with all federal, state, and local court attendance leave laws and regulations. If you are summoned to jury duty, you are responsible for immediately notifying us by submitting a copy of the juror summons.

Team Members are required to work when they are not required to be in court.

## **Family and Medical Leave Of Absence (FMLA) Policy**

Upon hire, the Company provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the Family and Medical Act. If you have any questions, concerns, or disputes with this policy, you must contact the Human Resources Department.

The Family and Medical Leave Act (FMLA) allows up to 12 weeks of unpaid leave during any rolling 12-month period to eligible employees for one or more of the following reasons:

- a. Incapacity due to pregnancy, prenatal medical care or child birth.
- b. To care for the employee's child after birth or placement of a child for adoption or foster care and to care for that child (within 12 months of the placement of the child).
- c. To care for a spouse, child, or parent with a "serious health condition" (as defined below).
- d. Because of a "serious health condition" (as defined below) that causes the employee to be unable to perform the functions of his/her job.
- e. Because of qualifying exigency (as defined by the Secretary of Labor) arising from the fact that an employee's spouse, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active-duty status in the Armed Forces, National Guard, or Reserves in support of a contingency operation.
- f. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member (see Military Caregiver Leave below)

FMLA Eligibility Requirements – To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the Company for 12 months (52 weeks) with no break in service of seven (7) years or more, except if related to USERRA (Uniformed Services Employment and Reemployment Rights Act) covered military obligations. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. The employee must have worked at least 1,250 hours during the 12-month period preceding the start of the leave. (The FMLA follows the FLSA which does not include time on paid or unpaid leave as hours worked).

3. The employee must work at a location where the employer has at least 50 employees within a 75-mile distance of the work site location. The distance is to be calculated by using the most direct transportation route.

An employee who is taking FMLA leave must use and exhaust all available PTO/vacation prior to being eligible for unpaid leave. PTO, until it is exhausted, will be taken concurrently

with FMLA leave. If an employee qualifies for disability pay, he/she will collect it at the same time as on unpaid FMLA leave.

If an employee and his or her spouse both work at the Company and both become eligible for FMLA leave and each wish to take leave for the birth of a child, adoption, or placement of a child in foster care, or to care for a parent (but not a parent-in-law) with a serious health condition, the spouse may only take a combined total of 12 weeks of unpaid leave.

**Serious Health Condition** – A serious health condition, for the purposes of this policy, is defined as a condition that requires inpatient care at a hospital, hospice, or residential medical care facility; including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition, which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

**Medical Certification of Serious Health Condition** – Should an employee request FMLA leave due to a serious health condition, the Company may require an employee to provide a doctor's certification. The employee must respond to such a request within 15 days of the request or provide a reasonable reason for the delay. The employer shall designate the leave within five (5) business days of receipt of the medical documentation. If for some reason additional documentation is necessary, the employee will have seven (7) days to submit additional documentation regarding certification. Failure to provide acceptable certification within the allowed time frame, may result in a denial of continuation of leave.

Requests for a medical certificate must be made in writing as part of the employer response to employee request for leave. The Department of Labor's FMLA Certificate of Health Care Provider Form for Serious Health Conditions must be completed in full. Employees are required to cooperate and communicate throughout the leave process; from initial request, to certification, through to return to work procedures.

The Company has the right to ask for a second or third opinion if it has reason to doubt the certification. The Company will pay for the employee to get a certification from a second or third doctor, which the Company will select. If necessary to resolve a conflict between the original certification and the second opinion, a third opinion will be required. The third doctor will be mutually selected by the Company and the employee, and the third opinion will be considered final. While any second or third opinions are pending, the employee will be provisionally entitled to leave and benefits under FMLA. The employee gives the employer permission to contact the healthcare provider if any clarification of certification documentation is necessary.

Prior to reinstatement, the employee is required to undergo a Fitness for Duty Exam and present exam results and release form. The Fitness for Duty release may include an assessment of the job requirements, so the healthcare provider may accurately ascertain the parameters of reinstatement and if any accommodations are necessary.

### **Qualifying Exigency Leave**

Qualifying exigencies are situations arising from the military deployment of an employee's spouse, son, daughter, or parent to active-duty status or an impending call to active duty.

Qualifying exigency includes the following broad categories (this is not an exhaustive list): short notice deployment, activities related to preparation for deployment, military events, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation status of military member (up to 15 days), parental care, and post deployment activities (for a period of 90 days following the termination of active-duty status).

Employees will be required to provide a copy of the covered military member's active-duty orders or other documentation issued by the military that indicates the military member is on active duty or call to active-duty status, as well as provide the dates of the covered military member's active-duty service.

### **Military Caregiver Leave**

To care for an injured or ill service member, including former service members, eligible employees may take up to 26 workweeks of unpaid leave in a single 12-month period.

**Military Caregiver Leave Eligibility Requirements** – To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. You are a spouse, child, parent, or next of kin (closest living blood relative) of the injured or ill "covered service member."
2. You have been employed by the Company for at least 12 months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave.
3. You work at a location where the Company has at least 50 employees within a 75-mile distance of the work site location. The distance is to be calculated by using the most direct transportation route.

A covered service member is defined as a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy from an injury or illness occurring in the line of active duty, who is

otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

Military Caregiver Leave may be permitted more than once, if necessary, to care for a different covered service member, or the same service member with multiple injuries or illnesses, up to a combined total of 26 workweeks in a rolling 12-month period. Total available leave time in any rolling 12-month period may not exceed a combined total of 26 workweeks (including FMLA time off taken for any other reason).

If the employee requesting this type of leave is “next of kin” to the injured or ill covered service member, he or she will be required to provide confirmation of the relationship upon request. The service member may designate the blood relative who is considered his/her next of kin, otherwise the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunt/uncles, and then first cousins.

If an employee and his or her spouse both work for the Company and each wish to take leave to care for a covered injured or ill service member, they may only take a combined total of up to 26 workweeks of unpaid leave.

Employees requesting this type of leave will be required to timely submit completed paperwork, including certification describing injury, recovery, or need for care. An employee who is taking FMLA Military Caregiver Leave must use and exhaust all available PTO/vacation prior to being eligible for unpaid leave. PTO/vacation, until it is exhausted, will be taken concurrently with FMLA leave.

#### **Intermittent Leave or Reduced Work Schedule**

An eligible employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (taking days periodically when needed over the year), or under certain circumstances, may use the leave to reduce the work week or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or 26 workweeks in a 12-month period in the case of Military Caregiver Leave).

At the Company’s discretion, the Company may temporarily transfer an employee to an available alternative position with equivalent pay and benefits. The Company and the employee must mutually agree to the schedule before the employee may leave intermittently or on a reduced hour schedule.

#### **Employee Benefits Status During FMLA Leave**

While an employee is on leave, the Company will continue the employee’s health benefits during the leave period at the same level and under the same conditions as if the employee had continued work.



If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member, or a circumstance beyond the employee's control, the Company will require the employee to reimburse the Company the amount it paid for the employee's health insurance premium during the leave period.

Under current Company policy, the employee pays a portion of the health care premium. While on paid leave, the employer will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. Payment must be received by the 1st day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave.

If the employee contributes to a voluntary life insurance plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay their portion of the premiums; or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

### **Employee Status After FMLA Leave**

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The Company may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### **Intent to Return to Work from FMLA Leave**

While an employee is on FMLA leave it is important that he or she notify the appropriate person at the Company of any changes in his or her circumstances that could impact the employee's return to work. It is the employee's responsibility to notify the Company within two (2) days of any changes to his or her circumstances where notification is foreseeable. It is also the employee's responsibility to notify the HR department of his or her intent not to return to work following the expiration of the period of leave. Failure to appropriately notify the Company and timely return to work may be deemed a no call no show, and result in the employee's voluntary resignation from employment.

### **Requesting a Leave**

WhiteWater Express understands that employees may require an unpaid, approved absence from work for a specified period of time for medical, parental, military or personal reasons. For

more information on state-specific leave of absence provisions, contact the HR department at [HR@whitewatercw.com](mailto:HR@whitewatercw.com).

This Policy applies to all WhiteWater employees, whether part-time or full-time.

If you must be or are out of work for more than five (5) days, contact Human Resources (HR) to determine if you qualify for an unpaid, approved leave of absence from work for a specified period of time (LOA). Contact HR at 1-844-399-6910 or [HR@whitewatercw.com](mailto:HR@whitewatercw.com). To request a LOA, follow the instructions in the "Request a Leave of Absence" form in the company intranet.

Generally, you must provide 30 days' advance notice when the need for the LOA is foreseeable, for instance, if medical treatments or other events are planned or known in advance. If the LOA is not foreseeable, you must provide notice to your manager or supervisor as soon as practicable and must comply with WhiteWater normal call-in procedures up and until LOA is officially approved by WhiteWater.

Typically, LOAs are granted without pay. An employee must use accrued and unused paid time off (PTO) during a LOA before going unpaid.

While on a LOA, an employee must contact the HR Department at least every 30 days. Failure to contact HR every 30 days may result in termination. Failure to return to work on the expiration of the LOA or refusing an offer of reinstatement for which the employee is qualified may result in termination. When applicable, WhiteWater may grant a LOA as an accommodation under the Americans with Disabilities Act (ADA) when the employee has exhausted, or is not eligible for, other statutorily governed leave programs.

LOA will not be granted to allow an employee time off to seek employment elsewhere or to work for another employer. LOA will not be granted due to the incarceration of the employee. Employees who begin employment elsewhere while on LOA, except for military reserve duty, are considered to have resigned voluntarily..

### **Time Off to Vote**

WhiteWater encourages you to fulfill your civic responsibility by voting in local, state, and national elections. Generally, you can find time to vote either before or after your regular work schedule. However, we will abide by all state-mandated rules related to time off for voting.

# Receipt and Acknowledgment

I have received a copy of the WhiteWater Team Member Handbook. I understand the handbook applies to me. I understand that, as used below and as used in the handbook, "Company" refers to WhiteWater. I have read the handbook and will follow the policies in it.

I understand that all the policies, including those in the handbook, are subject to changes and exceptions without prior notice, at management discretion. I understand that I am an at-will Team Member and that, therefore, both WhiteWater and I are free to terminate my employment at any time, with or without cause or advance notice, and without compensation except for time worked, unless otherwise provided in a formal written Employment Contract signed by the owner.

I understand the handbook is the property of WhiteWater. I will return my copy of the handbook at the time my employment ends. I acknowledge that WhiteWater hereby directs my attention to the introductory section in the handbook titled "Employment At-Will." I understand that that section contains important statements about the handbook and our policies.

**I acknowledge having read that and all other sections of the handbook.**

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Team Member Signature

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Team Member Name (Please Print)

Date: -----

***Please sign and date this receipt and acknowledgment form and return it to the WhiteWater office.***